



**RENEWAL OF IBM PRODUCTS SUPPORT
SUBSCRIPTIONS – FOR A PERIOD OF THREE (3)
YEARS**

TENDER NO.KRA/HQS/NCB-056/2020-2021

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900
www.kra.go.ke
NAIROBI, KENYA.**

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

| | |
|--------------------------------|-----------------------------------|
| PRE-BID DATE | 20TH April 2021 |
| PRE-BID TIME (On-line) | 11:00 AM |
| TENDER CLOSING DATE | 5TH May 2021 |
| TENDER CLOSING TIME | 11.00 AM |
| BID VALIDITY PERIOD | 335 DAYS |

April 2021

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 Incorporation/Certificate of Registration of Business Name | |
| 3. | Power of Attorney (Sole Proprietors Exempted) | |
| 4. | Tender Security of Kshs 500,000.00 valid for 365 days from tender closing date (i.e 5 th May, 2021) | |
| 5. | Reference Letter from the bank indicating that the firm is currently operating an account(dated at least within the last 6 months) | |
| 6. | Duly filled, signed and stamped Confidential Business Questionnaire | |
| 7. | Duly filled, signed and stamped Form of Tender. | |
| 8. | A valid Manufacturer Authorization Letter / Service Support Accreditation for IBM Solution to Kenya Revenue Authority. | |

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SECTION I

INVITATION TO TENDER



Tender Notice

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

| NO | DESCRIPTION | ELIGIBILITY | CLOSING DATE AND TIME |
|----|--|-------------|--|
| 1. | KRA/HQS/NCB-056/2020-2021: TENDER DOCUMENT FOR RENEWAL OF IBM PRODUCTS SUPPORT SUBSCRIPTIONS – FOR A PERIOD OF THREE (3) YEARS. | OPEN | 5TH MAY, 2021 11.00 AM (TIMES TOWER) |

2. Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
3. Existing KRA suppliers (see list on KRA website) who have not updated their records in SRM System **MUST do so Not later than 27TH April, 2021 to continue receiving RFxs invitations.** For assistance visit any KRA Procurement office countrywide or email: srmsupport@kra.go.ke.
4. Addenda / clarifications will be posted in Kra Website (www.kra.go.ke) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
5. Technical Qualification requirements; Refer to Section V of the bidding document.
Completed Bids are to be saved as PDF documents marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before 20TH April, 2021 at 11.00 a.m.
- Note: Bidders to note system bid Submission issues shall not be addressed 24 Hours to tender opening.**
6. **Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.**
7. An original hard copy of the **Bid Security (where applicable)** of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated above.

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

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

SECTION II - INSTRUCTION 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 complete the provision of hired services by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority (KRA) employees, committeemembers, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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 to Tender.
- 2.1.4 Tenderers involved in the 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 KRA, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender documents shall be downloaded free of charge.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender Security Form
 - (xi) Performance Security Form
 - (xii) Insurance Company's Authorization Form

- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify KRA by post, fax or by email at the KRA's address indicated in the Invitation to Tender. KRA 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 the tenders, prescribed by the KRA. 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 candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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 the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all duties, VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

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 it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KRA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security of **KES. 500,000.00** valid for **365** days from the date the tender closure.
- 2.12.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KRA as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for **335 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KRA as non-responsive.
- 2.13.2 In exceptional circumstances, KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The Bidders to note that the **COMBINED TECHNICAL AND FINANCIAL** proposal shall be submitted through the KRA supplier portal. **The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).**

2.14.2 Submission shall be strictly via the supplier portal. Hardcopies shall not be accepted whatsoever except for the Original Tender Security which must be deposited in the Tender Box located in Ground Floor, Times Tower Building.

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by KRA electronically not later than **5TH May, 2021 at 11.00am**

2.16.2 KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of KRA and candidates previously subject to the deadline will thereafter 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 No tender may be modified after the deadline for submission of tenders.

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

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

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

2.18. Opening of Tenders

- 2.18.1 KRA will open all tenders electronically in the presence of tenderers' representatives who choose to attend, on **5th May 2021 at 11.00 am**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

- 2.18.3 KRA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19. Clarification of Tenders

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

2.20. Preliminary Examination and Responsiveness

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 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 2.20, 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. 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 KRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

2.22.1 KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 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 2.22.3.

(a) Operational plan proposed in the tender;

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

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

1. Operational Plan

(i) 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.

2. Deviation in payment schedule

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

price they wish to offer for such alternative payment schedule. KRA may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 calendar days from the date of opening the tender.

2.23. Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact KRA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence KRA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24. Post-qualification

- 2.24.1 KRA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KRA deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 KRA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated **bidder** provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring Entity's Right to Accept or Reject any or All Tenders

- 2.26.1 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 KRA's action. If KRA determines that none of the tenders is responsive, KRA shall notify each tenderer who submitted a tender.
- 2.26.2 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.
- 2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, KRA will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KRA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

- 2.28.1 At the same time as KRA notifies the successful tenderer that its tender has been accepted, KRA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KRA.
- 2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

2.29.1 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KRA.

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

2.30. Corrupt or Fraudulent Practices

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

2.30.2 KRA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

The following information for the procurement of **Renewal of IBM Products Support Subscriptions For a Period of Three (3) Years** shall complement, supplement, or amend, the provisions on the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| Instruction to tender reference | Particulars of Appendix to instructions to tenderers |
|--|--|
| 1.3 | The documents can also be viewed and downloaded from the KRA Website www.kra.go.ke at no fee. Bidders who download the tender documents must forward their particulars immediately for records and communication of any further tender clarifications or addenda eprocurement@kra.go.ke |
| 2.1 | The tender is open. All bidders are Eligible. |
| 2.9.2 | Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya. |
| 2.25 | Award will be open to eligible bidders set out in Section 2.25 |
| 2.9.3 | The prices quoted shall be FIXED during the period of the contract. |
| 2.12.2 | The Tender Security shall be: Kshs. 500,000.00 and must be valid for 365 days from the date the tender closure (i.e 5th May 2021 at 11.00 am). The Original Tender Security shall be dropped in the Tender Security Box. |
| 2.13.1 | The tender validity period shall be for 335 days |
| 2.15.2 | COMMISSIONER GENERAL KENYA REVENUE AUTHORITY TIMES TOWER BUILDING HAILE SELASSIE AVENUE P.O. BOX 48240 – 00100 TEL: +254 20 310900 FAX: +254 20 215809 NAIROBI, KENYA. |
| 2.14.1 | The Bidders to note that the COMBINED TECHNICAL AND FINANCIAL proposal shall be submitted through the KRA supplier portal. The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender). |
| 2.16.2 | Deadline for submission is 5th May 2021 at 11.00 am. |
| 2.18.2 | Combined Technical and Financial Proposal (One Bid Document and submit to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before 5th May 2021 at 11.00 am. Note: Submission should strictly be done to KRA E-Procurement Portal.) |
| 2.23 (KRA's Officials) | Deputy Commissioner- Supply Chain Management P.O. BOX 48240 – 00100 TEL: +254 20 281 7022 E-MAIL: eprocurement@kra.go.ke |

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 KRA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to KRA under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day.

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

The Contractor shall not, without KRA's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.2 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of KRA and shall be returned (all copies) to KRA on completion of the contract's or performance under the Contract if so required by KRA.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within ten(10) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KRA the performance security where applicable in the amount specified in SCC.

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

3.6.3 The performance security shall be in the form of a Bank guarantee issued by a commercial bank operation in Kenya. The performance guarantee shall be submitted within 10 days of notification of award.

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by KRA in the schedule of requirements and the special conditions of contract.

3.8. Payment

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

3.8.2 Payment shall be made promptly by KRA, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

3.9. Prices

- 3.9.1 Price charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.
- 3.9.4 Price variation requests shall be processed by KRA 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

- 3.12.1 KRA may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or

affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.

3.13. Termination for Convenience

- 3.13.1 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 KRA's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination KRA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 KRA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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 |
|-------------------------|---|
| 3.6 | <p>Performance Security</p> <p>The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya for a period of one years and shall be 10% of the bid price.</p> |
| 3.7 | <p>Delivery</p> <p>Conditions of delivery for the Renewal of IBM Products Support Subscriptions For a Period of Three (3) Year will be in the Local Service Order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO). Requirements may be adjusted by giving a short notice.</p> |
| 3.8 | <p>Payment Terms</p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p> |
| 3.9 | <p>Prices</p> <p>Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.</p> |

- 3.14 **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 UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
- 3.15 **Language**
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.
- 3.16 **Law**
The contract shall be interpreted in accordance with the laws of Kenya.
- 3.18 **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- SCHEDULE OF REQUIREMENTS

a). The Kenya Revenue Authority wishes to engage in solution for the Renewal of IBM Products Support Subscriptions For a Period of Three (3) Years.

b). Evaluation Criteria

i). Tender Responsiveness

Your tenders shall be examined for the following, which you must provide in addition to other requirements specified in the tender documents.

| S/N | ITEM DESCRIPTION |
|-----|--|
| 1. | Copy of valid Tax Compliance Certificate |
| 2. | Certificate of Incorporation/ Certificate of Registration of Business Name |
| 3. | Power of Attorney (Sole Proprietors Exempted) |
| 4. | Tender Security Kshs 500,000.00 valid for 365 days from the date of tender closure(i.e 5th May, 2021). |
| 5. | Letter from the bank indicating that the firm is currently operating an account(at least within 6 months) |
| 6. | Duly filled, signed and stamped Confidential Business Questionnaire. |
| 7. | Duly filled, signed and stamped Form of tender |
| 8 | A valid Manufacturer Authorization Letter / Service Support Accreditation from IBM Solution for all key components to Kenya Revenue Authority. |
| 9. | Attach a valid Partner Certificate from IBM |

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

ii). Vendor Evaluation

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks, which will contribute to a maximum score of **20 marks** of the vendor evaluation. Cut off score is **10 marks**.

| | TABLE 2: Evaluation Attribute | Evaluation Criteria | Maximum Score | Cut – Off Score |
|-----------|--|--|----------------------|------------------------|
| 1. | <p>Technical staff Qualifications.</p> <p>At least two (2) Technical staff with the following valid qualifications:</p> <p>1) A minimum of Relevant University Degree;-(2 marks)</p> <p>2) Valid Certification in IBM software -(2 marks)</p> | <p>C.Vs of at least 2 key staff with the relevant valid qualifications and at least 5 years' experience in IBM software deployment. (Attach certificates)</p> <p>4 marks per each staff (Maximum score of 8 marks)</p> <p>The Staff (MUST attach copies of the certifications and CVs for each staff to score).</p> | 8 | 4 |
| 2. | <p>Firm's Experience</p> <p>The bidder should have a minimum of 5 years' experience in the set-up, installation, configuration they have undertaken similar assignments successfully.</p> <p>3 to 5 years.....3marks</p> <p>2 to 3 years.....2 marks</p> <p>Below 2 years.....0 mark</p> | <p>Proof of satisfactory service previously executed relating to similar assignment in the last five (5) years. Submit three (3) reference letters supported by either a copy of signed Contract or signed Service Order from three (3) different clients.</p> <p>1) Each reference letter supported by either a copy of signed Contract or signed Service Order3 marks</p> <p>2) Reference letter only.....0 mark</p> <p><i>Reference letter should have (full contacts; postal address, telephone and email)</i></p> | 12 | 6 |
| | <p>Total Scores is 20 marks.</p> <p>Cut off scores is 10 marks</p> | | 20 | 10 |

NB: Tenders will proceed to **Technical Evaluation stage** only if they meet the cut off scores for the Vendor Evaluation.

iii) Technical Evaluation

TECHNICAL REQUIREMENT

The requirements for the services are summarized in **DETAILED TECHNICAL REQUIREMENTS** tables (i-v) and **MANDATORY REQUIREMENTS** (table vi). You are requested to present your responses to the requirements in the formats shown in tables i, ii, iii, iv, v & vi. This is deemed as a mandatory requirement. As a guide and for information, potential bidders are provided with a basis of the Technical evaluation under weights column.

NB: Tenders will proceed to Financial Evaluation stage only if they meet the cut off scores for the Technical Evaluation.

iv). Financial Evaluation.

The bidder who passed preliminary evaluation and met the cut off scores for both Vendor and Technical Evaluation and is the lowest evaluated bidder shall be awarded the Tender.

d). Overall Tender Evaluation Criteria

| Criteria | Maximum Score/ Requirement | Cut-off Score |
|-----------------------------|---|---------------|
| Tender Responsiveness | Mandatory | Met |
| Vendor Evaluation | 20 | 10 |
| Technical Evaluation | PASS | Met |
| Financial Evaluation | Award to the lowest evaluated price. | |

SECTION VI- TECHNICAL SPECIFICATION

RENEWAL OF IBM PRODUCTS SUPPORT SUBSCRIPTIONS FOR A PERIOD OF THREE (3) YEARS.

Instructions to Bidders:

1. Bidders **MUST** complete the Table below in the format provided.
2. Bidders **MUST** provide a substantive response in the format provided, irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. in these Tables will be considered Non Responsive.
3. Bids **MUST** meet all requirements in the Table below in order to be considered for further evaluation.

TECHNICAL SPECIFICATIONS

This tender covers the procurement of **Renewal of IBM Products Support Subscriptions For a Period of Three (3) Years.**

5.4 Technical Specifications

KRA uses licensed IBM software products to support IT Services. These licenses owned by the Authority are subject to annual software license support subscriptions paid to the manufacturer, IBM Ireland Product Distribution Limited.

The services under software license subscriptions are:

- a) Product support to resolve identified errors in the software
- b) Entitlement to software upgrades
- c) Access to Manufacturer Customer Portal where support issues can be logged.

IBM has indicated that from 2021 onwards renewal of software license support subscription would be handled by local channel partners.

In this regard, KRA is seeking to continue renewing the IBM Software License Subscriptions on an annual basis through a local Authorized IBM partner.

Renewal of IBM Products Support Subscriptions For a Period of Three (3) Year for a Period of Three (3) Year.

License Renewals:

For license renewals, the renewals will be made annually and shall cover all the existing licenses (**quantities specified under section iii**). Bidders to clearly demonstrate a commitment to renew the existing licenses.

Instructions To Bidder on technical responses

KRA intends to deploy the licenses in the most prudent way and therefore calls on the bidder to give **unit pricing** on licenses, deployment support, any additional infrastructure that will be required and the necessary training; The unit pricing for these licenses shall be held for a period of three (3) years.

The procurement will be made on **need basis** and therefore the LPO will be issued to the bidder for the requested volumes at any one time.

The bidder **must** provide a detailed description of **all** product components and their corresponding licensing regimes.

A) DETAILED TECHNICAL REQUIREMENTS

Table I: Summary of Renewal Requirement

| IBM Order Reference No. | Description | | Bidder's Specifications | Score Pass/Fail |
|--------------------------------|---|---|--------------------------------|------------------------|
| Subscription type | Bidder to confirm that all IBM Support Subscriptions entitlement would be covered | M | | |
| Scope | Bidder to confirm concurrence that the renewal scope includes <ul style="list-style-type: none">• Current existing licenses and• Additional licenses procured during the contract period | M | | |

| IBM Order Reference No. | Description | | Bidder's Specifications | Score Pass/Fail |
|-------------------------|---|---|-------------------------|--------------------|
| Renewal Anniversary | Bidder to confirm that all IBM subscription licenses renewal would be synchronised to 31 st December | M | | |
| Renewal | Bidder to confirm that renewal would be done on an annual basis | M | | |

Table II: Appliance Information: Machine Type: 4412 Model: Q2A Serial: 7801016

| Part Number | IBM Order Reference No. | Description | Qty | | Minimum requirement | Bidder's Specifications | Score Pass/Fail |
|-------------|-------------------------|---|-----|---|---|-------------------------|-----------------|
| EoN92LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months | 1 | M | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | | |
| EoN93LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months | 1 | M | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | | |
| EoN94LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months | 1 | M | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | | |

Table III: Appliance Information: Machine Type: 4412 Model: Q2A Serial: 7801017

| Part Number | IBM Order Reference No. | Description | Qty | | Minimum requirement | Bidder's Specifications | Score Pass/Fail |
|-------------|-------------------------|---|-----|---|---|-------------------------|-----------------|
| EoN92LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months | 1 | M | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | | |
| EoN93LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months | 1 | M | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | | |
| EoN94LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months | 1 | M | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | | |

Table IV: Appliance Information: Machine Type: 4412 Model: Q2A Serial: 7801017

| Part Number | IBM Order Reference No. | Description | Qty | | | Bidder's Specifications | Score Pass/Fail |
|-------------|-------------------------|--|------|---|--|---|-----------------|
| EoPD3LL | 7550189 | IBM Cloud App Management Base Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months | 135 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| Eo2EPLL | 62021322 | IBM Tivoli Application Dependency Discovery Manager Resource Value Unit Annual SW Subscription & Support Renewal | 2418 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| EoCVLLL | 62021322 | IBM Control Desk Concurrent User Annual SW Subscription & Support Renewal | 21 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| Eo2ENLL | 62355674 | IBM Tivoli Application Dependency Discovery Manager Install Annual SW Subscription & Support Renewal | 1 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |

| Part Number | IBM Order Reference No. | Description | Qty | | | Bidder's Specifications | Score Pass/Fail |
|--------------------|--------------------------------|---|------------|---|--|---|------------------------|
| Eo3TVLL | 62355674 | IBM Tivoli Business Service Manager Install Annual SW Subscription & Support Renewal | 1 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| Eo5BKLL | 62355674 | IBM Tivoli Business Service Manager Tier 1 Resource Value Unit Annual SW Subscription & Support Renewal | 100 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| Eo7VoLL | 62355674 | IBM Tivoli Netcool Network Management Entry Device Resource Value Unit Annual SW Subscription & Support Renewal | 145 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| Eo7VBLL | 62355674 | IBM Netcool Network Management Event EMS Resource Value Unit Annual SW Subscription & Support Renewal | 1 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| Eo87VLL | 62355674 | IBM Tivoli Netcool Network Management Base Install Annual SW Subscription & Support Renewal | 1 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |

| Part Number | IBM Order Reference No. | Description | Qty | | | Bidder's Specifications | Score Pass/Fail |
|--------------------|--------------------------------|---|------------|---|--|---|------------------------|
| EoBLKLL | 62355674 | IBM Tivoli Monitoring Resource Value Unit Annual SW Subscription & Support Renewal | 236 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| EoCVLLL | 62355674 | IBM Control Desk Concurrent User Annual SW Subscription & Support Renewal | 2 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| EoD1RLL | 62355674 | IBM Tivoli Netcool Configuration Manager Configuration Standard Device Resource Value Unit Annual SW Subscription & Support Renewal | 145 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| EoD6ALL | 62355674 | IBM Tivoli Netcool Configuration Manager Base Install Annual SW Subscription & Support Renewal | 1 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |

| Part Number | IBM Order Reference No. | Description | Qty | | | Bidder's Specifications | Score Pass/Fail |
|--------------------|--------------------------------|---|------------|---|--|---|------------------------|
| EoNBALL | 62355674 | IBM QRadar Software Install Annual SW Subscription & Support Renewal 12 Months | 1 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| EoNBILL | 62355674 | IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months | 2 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |
| EoNCHLL | 62355674 | IBM QRadar High Availability Software Install Annual SW Subscription & Support Renewal 12 Months | 1 | M | | Bidder to confirm provision of confirmation of renewal of license from Manufacturer | |

SECTION VII- PRICE SCHEDULE

**RENEWAL OF IBM PRODUCTS SUPPORT SUBSCRIPTIONS FOR
A PERIOD OF THREE (3) YEAR FOR A CONTRACT PERIOD.
(PRICES SHOULD BE INCLUSIVE OF TAXES WHERE APPLICABLE)**

A) Price Schedule

| Partno | Order | Description | Qty | Unit Price | Total Price |
|---------|----------|---|------|------------|-------------|
| EoN92LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months | 2 | | |
| EoN93LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months | 2 | | |
| EoN94LL | 62355674 | IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months | 2 | | |
| EoPD3LL | 7550189 | IBM Cloud App Management Base Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months | 135 | | |
| Eo2EPLL | 62021322 | IBM Tivoli Application Dependency Discovery Manager Resource Value Unit Annual SW Subscription & Support Renewal | 2418 | | |
| EoCVLLL | 62021322 | IBM Control Desk Concurrent User Annual SW Subscription & Support Renewal | 21 | | |
| Eo2ENLL | 62355674 | IBM Tivoli Application Dependency Discovery Manager Install Annual SW Subscription & Support Renewal | 1 | | |
| Eo3TVLL | 62355674 | IBM Tivoli Business Service Manager Install Annual SW Subscription & Support Renewal | 1 | | |
| Eo5BKLL | 62355674 | IBM Tivoli Business Service Manager Tier 1 Resource Value Unit Annual SW Subscription & Support Renewal | 100 | | |

| Partno | Order | Description | Qty | Unit Price | Total Price |
|--------------------|----------|---|-----|------------|-------------|
| Eo7VoLL | 62355674 | IBM Tivoli Netcool Network Management Entry Device Resource Value Unit Annual SW Subscription & Support Renewal | 145 | | |
| Eo7VBLL | 62355674 | IBM Netcool Network Management Event EMS Resource Value Unit Annual SW Subscription & Support Renewal | 1 | | |
| Eo87VLL | 62355674 | IBM Tivoli Netcool Network Management Base Install Annual SW Subscription & Support Renewal | 1 | | |
| EoBLKLL | 62355674 | IBM Tivoli Monitoring Resource Value Unit Annual SW Subscription & Support Renewal | 236 | | |
| EoCVLLL | 62355674 | IBM Control Desk Concurrent User Annual SW Subscription & Support Renewal | 2 | | |
| EoD1RLL | 62355674 | IBM Tivoli Netcool Configuration Manager Configuration Standard Device Resource Value Unit Annual SW Subscription & Support Renewal | 145 | | |
| EoD6ALL | 62355674 | IBM Tivoli Netcool Configuration Manager Base Install Annual SW Subscription & Support Renewal | 1 | | |
| EoNBALL | 62355674 | IBM QRadar Software Install Annual SW Subscription & Support Renewal 12 Months | 1 | | |
| EoNBILL | 62355674 | IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months | 2 | | |
| EoNCHLL | 62355674 | IBM QRadar High Availability Software Install Annual SW Subscription & Support Renewal 12 Months | 1 | | |
| Sub Total | | | | | |
| VAT | | | | | |
| Total Costs | | | | | |

| Partno | Order | Description | Qty | Unit Price | Total Price |
|---|-------|-------------|-----|------------|-------------|
| License Renewal Costs for Year 1 | | | | | |
| License Renewal Costs for Year 2 | | | | | |
| License Renewal Costs for Year 3 | | | | | |
| Grand Total Cost to be carried to the Form of Tender | | | | | |

License Renewal Cost Breakdown (Existing Licenses)

Note: The contract term for renewal is 36 Months. However, the bidder is expected to quote for the annual renewal cost

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

Tenderer's Signature _____

Official Stamp _____

Date _____

SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) is made on this day of in the year for the support and maintenance of the (hereinafter referred to as “**the System**”) with respect to the Tender No. KRA/.....

BETWEEN

KENYA REVENUE AUTHORITY, of P.O. Box 48240 - 00100 Nairobi (hereinafter referred to as “**the Client**”),

AND

...< *Name of Service Provider* >..., of P.O. Box - Nairobi (hereinafter referred to as “**the Contractor**”)

1. Purpose

The purpose of this document is to define and measure the services provided by the Contractor to KRA for the duration of the Contract/framework agreement.

2. Scope of Services

The scope shall be as detailed in the Contract document, and shall include the following services:-

2.1 **System support and maintenance.....**

2.2 **System enhancement and updates.....**

3. Definition of Terms and Services

3.1 Response Time - time between the initial telephone call or email to the Contractor support line by the Client and the call back by the Contractor/Customer Support Engineer/Technician

3.2 Resolution Time – average elapsed time from when an incident or problem is reported until the incident/problem is resolved or otherwise the service normalized

3.3 Contractor Releases - New releases are included. These releases include system evolutions, improvements, patches, updates and fault corrections that the Contractor shall make available to the Client from time to time at no additional charge

4. Obligations of the Contractor

During the SLA lifecycle, the Contractor shall:

4.1 Manage the end-to-end incident and problem resolution process, including:

4.1.1 Logging and Assigning priority to the incident/ problem upon notification

4.1.2 Assigning specific experts to the incident/ problem

4.1.3 Tracking, escalating, resolving as per priority and reporting status

4.2 Undertake support, maintenance and troubleshooting including system updates

4.3 Train designated personnel to effectively use the System

4.4 Develop Performance reports (Quarterly) and Preventive Maintenance (semi-annually) for the SLA performance review meetings

4.5 Ensure that the services are rendered in accordance to the SLA commitments

4.6 The *contractor SHALL NOT* effect any disconnections of the KRA service before escalation of such actions to the Chief Manager IT Infrastructure, Chief Manager Strategy Innovation and Projects Management and FINAL CONSENT obtained from Deputy Commissioner, ICT.

5. Obligations of the Client

During the SLA lifecycle, the Client shall undertake the following obligations:

5.1 The Client shall provide the contact person who shall be responsible for providing and receiving information pertaining to the service

5.2 Notify the Contractor immediately, via email / call any known system failure that requires Contractor's attention

5.3 Provide timely and reasonable access to appropriate Client’s resources required to be maintained by the Supplier pursuant to this Agreement

5.4 Monitor SLA compliance

6. Service Level Requirements

6.1 Service Response and Resolution Times

- I. Service interruption that may require Contractor’s attention shall be reported to the Contractor through the Support Contacts in Appendix A. A fault shall be deemed to have been reported as a fault upon the Client calling/sending an email to the support contacts of the Contractor providing information on the incident
- II. The Contractor commits to classify, respond and resolve reported issues within the service response and resolution times defined in **Table 1 below:**

Table 1: Service Priority Levels

| Priority | Definition | Response Time | Resolution Time | Target |
|---------------------------------|--|----------------------|------------------------|---------------|
| Priority 1 (Critical impact) | Application/ System is down, business operations severely impacted with no workaround; or a security issue | Immediate | 2 Hours | 99% |
| Priority 2 (High Impact) | Application/ System is operational but significant disruption of business operations; no stable workaround | 30 minutes | 4 Hours | 99% |
| Priority 3 (Moderate Impact) | It is still possible to work with the Application/ System, but there are issues causing moderate to low business disruption | 1 hour | 6 hours | 99% |
| Priority 4 (Minimal Impact) | Application/ System can be used and there are no critical limitations, the case when an improvement or a change is requested | 6 hours | 24 Hours | 99% |

| Priority | Definition | Response Time | Resolution Time | Target |
|-----------------------------------|--|---------------|-----------------|--------|
| Priority 5 (Scheduled Process) | Work can continue but there upgrades scheduled replacements/ relocations/ new installations/equipment repair | 1 Day | 48 Hours | 99% |

6.2 Key Performance Indicators (KPIs) & Method of Measurement

The SLA performance levels shall be measured using the KPIs defined below as recorded in the client's service monitoring tools:

Average Monthly Response/ Resolution Time Percentage:

The Monthly Time Percentage is calculated using the following formula:

$$\frac{\text{Target Time} - \text{Missed Time}}{\text{Target Time}} \times 100$$

Where **Missed Time** is a period of time beyond the agreed SLA target times (as in Table 1) and excludes scheduled service maintenance times, events of force majeure and omissions by the customer that cause a service level failure

6.3 Change Management

6.3.1 Any service activation/deactivation will be routed through change management process with necessary approvals by the Client, and thereafter documented and provided to the Client. The Contractor shall abide by all conditions specified in KRA Change Control Procedures, thereby ensuring minimum disruption to KRA business operations

6.3.2 The Client shall also coordinate all changes it wishes to make that might impact the contractor's ability to provide satisfactory support and management of the system. This includes configuration changes, device relocations, as well as additions and deletions. This shall be done in advance of any such changes.

7. Service Credits

The Contractor guarantees the client the service levels defined in this SLA. However in the event that the SLAs are missed, the client shall invoke service credits as detailed in Table 2 below:

Table 2: Service Credit computation matrix:

| Monthly Uptime Percentage (Performance/Uptime) | Applicable Service Credit % of Annual Maintenance Contract Amount |
|---|---|
| >99% | 0% |
| >95 - 98 | 10% |
| >90 - 94 | 20% |
| >85 - 89 | 30% |
| >80 - 84 | 40% |
| <80 | Right to Terminate |

Performance reports shall be obtained from email timestamps, IP Phone call records or manual records maintained by the Client.

8. SLA Review and Performance

Service Review Meetings may be called at the request of either party. Periodic meetings will take place at least annually. Either party may call for Emergency Service Review Meetings upon a minimum of 3 days' notice. At periodic Service Review Meetings, the agenda will include Service Level Performance and Improvement Plans.

9. Information System Security

Security roles, responsibilities, and procedures related to this document are defined as follows:

- 9.1 Security at Application layers, Authentication by username and password at the portal level, certificate for authentication/digital signature integrated security on applications, support for 2-Factor authentication mechanism
- 9.2 Audit trail and activity logging should be enabled in a readable format and in English
- 9.3 The parties agree to work together to ensure that the security requirements are fully implemented
- 9.4 System should provide functionality for probe accounts for ISS audit to enable read only access to logs, audit trails and database
- 9.5 The Contractor shall maintain logs of its activity for systems, applications, data repositories, middleware and network,

infrastructure devices that are capable of and configured for logging activity

- 9.6 The implementation should adhere to the provisions of the Information Security policies, standards and guidelines
- 9.7 All application system developments for the Client must therefore adhere to these basic security considerations

10. Business Continuity and Availability

- 10.1 The Contractor shall provide a redundancy and continuity plan in the event that there is an outage
- 10.2 The Contractor shall conduct risk assessment at least semi-annually and provide recommendations in relation to that risk assessment to the Client in writing

11. Confidentiality

- 11.1 The Contractor, its employees, agents and or independent Contractors acknowledge that in dealing with the Authority pursuant to this agreement, it may come across information, which is confidential and proprietary to the Client, disclosure or use of which might result in damages or loss to the Client business or affairs of the Client. It is therefore agreed that the Contractor shall keep all such information confidential and will not disclose the same without the Client's prior written consent. For the avoidance of doubt, it is agreed that the provisions of this clause shall survive the termination of this Agreement
- 11.2 The Contractor shall comply with ICT policies, security procedures, ethical approach provided by the Client while transacting, and providing services to the Client. The Contractor site engineers shall sign a non-disclosure agreement (NDA) upon which they may be issued with access control pass that will be renewable after every 6 months during the subsistence of this Agreement
- 11.3 The Contractor will ensure all its employees, agents and contractors are well informed of the NDA and terms thereof, and provide communication to the client of any employee changes

12. Duration and Termination

The SLA shall be in force for a period of three (3) years from the date of signing in line with the contract/ framework agreement unless terminated by either party, in such case, written notice of not less than three (3) months shall be issued, subject to compliance with the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and disposal Regulations, 2006 or as they may be amended from time to time. Either party shall have the right to terminate or suspend its obligations under the SLA if the other party defaults in the performance of any obligation under the contract.

13. Arbitration, Force Majure and Notices

Clauses on Arbitration, Force Majure and Notices shall be as detailed in the Contract document.

14. Law and Construction

This agreement shall be governed by Kenyan Law and the parties consent to the exclusive jurisdiction of the Kenyan Courts in all matters relating to this Agreement. The headings of the conditions are for convenience of reference only and shall not affect the interpretation.

15. Contacts and Escalation Matrix

Calls for service should be made to the Contractors provided contacts. When necessary the escalation should be made as per the matrix below.

Table 3: Contractor Contacts and Escalation Matrix

| Escalation Level | Function | Contact |
|-------------------------------|-------------------------------|----------------|
| 1 st Level Support | Service Desk | |
| 2 nd Level Support | Support Engineer | |
| 3 rd Level Support | Team Lead | |
| 4 th Level Support | Enterprise Business Unit Head | |

Table 4: Client Contacts and Escalation Matrix

| Escalation Level | Function | Contact |
|-------------------------|-----------------------------|----------------|
| KRA Contact 1 | ICT Service Desk | |
| KRA Contact 2 | ICT Service Management (SM) | |
| KRA Contact 3 | Business User | |
| KRA Contact 4 | Head of ICT | |

IN WITNESS WHEREOF the authorized representatives of the parties have set their hands hereon the day herein before mentioned.

The Client

The Contractor

Name: _____ **Name:** _____

Position: _____ **Position:** _____

Signature: _____ **Signature:** _____

Date _____ **Date:** _____

Name: _____ **Name:** _____

Position: _____ **Position:** _____

Signature: _____ **Signature:** _____

Date: _____ **Date:** _____

Witness

Witness

Name: _____ **Name:** _____

Position: _____ **Position:** _____

Signature: _____ **Signature:** _____

Date _____ **Date** _____

SECTION VII - STANDARD FORMS

Notes on the 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 *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.
- 6 *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 Renewal of IBM Products Support Subscriptions For a Period of Three (3) Years 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 and service the checkpoint solution licenses in accordance with the delivery schedule specified in the Schedule of Requirements. |
| 3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(<i>Procuring entity</i>). |
| 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 |
| | <ul style="list-style-type: none"> • Citizenship Details |
| | |
| | Part 2 (b) Partnership |
| 2b.1 | Given details of Partners as follows: |
| 2b.2 | Name Nationality Citizenship Details Shares |
| | 1..... |
| | 2..... |

| | |
|------|---|
| | 3..... |
| | 4..... |
| | |
| | Part 2 (c) – Registered Company |
| 2c.1 | Private or Public |
| 2c.2 | State the Nominal and Issued Capital of Company- |
| | Nominal Kshs. |
| | Issued Kshs. |
| 2c.3 | Given details of all Directors as follows |
| | Name Nationality Citizenship Details Shares |
| | 1..... |
| | 2. |
| | 3. |
| | 4. |
| | 5..... |
| | |
| | Part 3 – Eligibility Status |
| | |
| 3.1 | Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____ |
| 3.2 | If answer in ‘3.1’ is YES give the relationship. |
| 3.3 | Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____ |
| 3.4 | If answer in ‘3.3’ above is YES give details. |
| 3.5 | Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it’s affiliates that have been engaged by Kenya Revenue Authority to provide consulting services |

| | |
|------|--|
| | for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____ |
| 3.6 | If answer in '3.5' above is YES give details. |
| 3.7 | Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____ |
| 3.8 | If answer in '3.7' above is YES give details: |
| 3.9 | (a) Have you offered or given anything of value to influence the procurement process? Yes _____ No _____ Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity? Yes _____ No _____ (c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority. Yes _____ No _____ |
| 3.10 | If answer in '3.9' a, b or c above is YES give details: |

| | |
|--|--|
| | |
| | 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
Renewal of IBM Products Support Subscriptions For a Period of Three (3) Years
(hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by these presents that WE of
..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto
[*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of
..... for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 tender 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 |
| TENDER REF No: KRA/HQS/NCB-055/2020-2021 |
| Renewal of IBM Products Support Subscriptions For a Period of Three (3) Years |
| THIS AGREEMENT made the _____ day of _____ 20 _____ between Kenya Revenue Authority [<i>name of Procurement entity</i>] of Kenya [<i>country of Procurement entity</i>] (hereinafter called “the Procuring entity) of the one part and[<i>name of tenderer</i>] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part; |
| WHEREAS the Procuring entity invited tender for (Renewal of IBM Products Support Subscriptions For a Period of Three (3) Years and has accepted a tender by the tenderer for the renewal of Checkpoints Firewall Security solution Licenses in the sum of [contract price in words and figures] (Hereinafter called “the Contract Price). |
| NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: |
| 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to: |
| 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz: |
| (a) the Tender Form and the Price Schedule submitted by the tenderer |
| (b) the Schedule of Requirements |
| (c) the Technical Specifications |
| (d) the General Conditions of Contract |
| (e) the Special Conditions of contract; and |
| (f) the Procuring entity’s Notification of Award |
| 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract |
| 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract. |
| IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. |
| Signed, sealed, delivered by _____ the _____ (for the Procuring entity |
| Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____ |
| (Amend accordingly if provided by Insurance Company) |

8.5 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]

8.6 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.

8.7—NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

**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, 21st Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

FOR: **Commissioner-General**