



**TENDER DOCUMENT
FOR**

**SUPPLY, DELIVERY AND INSTALLATION OF
ICT INFRASTRUCTURE SET UP AT KRA
SHIMONI JETTY FUEL STATION**

(RESERVED FOR YOUTHS)

**TENDER NO.
KRA/HQS/NCB-041/2018-2019**

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900
WWW.KRA.GO.KE
NAIROBI, KENYA.**

CLOSING DATE: 18TH APRIL, 2019 AT 11.00 AM

PREBID DATE: 5TH APRIL, 2019 AT 10.00 AM

SITE VISIT: 11TH APRIL, 2019 AT 11:00 AM

MARCH 2019
TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	16
SECTION III GENERAL CONDITIONS OF CONTRACT.....	18
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	24
SECTION V TECHNICAL SPECIFICATIONS.....	26
SECTION VI SCHEDULE OF REQUIREMENTS.....	56
SECTION VII PRICE SCHEDULE FOR GOODS.....	59
SECTION VIII STANDARD FORMS.....	61
8.1 FORM OF TENDER.....	62
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS	63
8.3 TENDER SECURING DECLARATION FORM	67
8.4 CONTRACT FORM.....	68
8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	69
8.6 MANUFACTURER’S AUTHORIZATION FORM.....	70
8.7 LETTER OF NOTIFICATION.....	71

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	PRE BID- DATE, TIME AND VENUE	SITE VISIT DATE, TIME AND VENUE	CLOSING DATE AND TIME AND VENUE
1	KRA/HQS/NCB-041/2018-2019: SUPPLY, DELIVERY AND INSTALLATION OF ICT INFRASTRUCTURE SET UP AT KRA SHIMONI JETTY FUEL STATION	YOUTHS	5 TH APRIL , 2019 10.00 AM 5 th FLOOR, TIMES TOWER	11 TH APRIL, 2019 11:00 AM SHIMONI JETTY STATION	18 TH APRIL, 2019 11.00 AM 5 th FLOOR, 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. For assistance visit any KRA Procurement office Countrywide or email: srmsupport@kra.go.ke.
4. Technical Qualification requirements; Refer to Section V of the bidding document.
5. Site Visit is mandatory and will be conducted on 11th april, 2019 at Shimoni Jetty Station located at Shimoni, South of Mombasa
6. Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **15th April, 2019** 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 **5th Floor, Times Tower Building.**

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

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

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Eligible Goods.....	5
2.3 Cost of Tendering.....	5
2.4 Contents of Tender Document.....	5
2.5 Clarification of Documents.....	6
2.6 Amendment of Documents.....	6
2.7 Language of Tender.....	7
2.8 Documents Comprising the tender.....	7
2.9 Tender Forms.....	7
2.10 Tender Prices.....	7
2.11 Tender Currencies.....	8
2.12 Tenderers Eligibility and Qualifications.....	8
2.13 Goods' Eligibility and conformity to Tender Documents.....	8
2.14 Tender Security.....	9
2.15 Validity of Tenders.....	9
2.16 Format and Signing of Tenders.....	10
2.17 Deadline for Submission of Tender	10
2.18 Modification and Withdrawal of Tenders.....	10
2.19 Opening of Tenders.....	11
2.20 Clarification of Tenders.....	11
2.21 Preliminary Examination.....	11
2.22 Conversion to Single Currency.....	12
2.23 Evaluation and Comparison of Tenders.....	12
2.24 Preference.....	12
2.25 Contacting the Procuring Entity.....	12
2.26 Award of Contract.....	13
(a) Post qualification.....	13
(b) Award criteria.....	13
(c) Procuring Entity's Right to Vary Quantities.....	13
(d) Procuring entity's Right to Accept or Reject any or all Tenders.....	13
(e) Notification of Award.....	14
2.27 Signing of Contract.....	14
2.28 Performance Security.....	14
2.29 Corrupt or Fraudulent Practices.....	14

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 complete the supply of goods by the intended completion date 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The bid document shall be downloaded from the KRA website free of charge.

2.4 Content of Tender Document

- 2.4.1 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) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire.

2.4.2 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.

2.5 Clarification of Documents

- 2.5.1 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.
- 2.5.2 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.

2.6 Amendment of Documents

- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.

2.7 Language of Tender

2.7.1 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, provided that 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.

2.8 Documents Comprising of Tender

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

2.8.1

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 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) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential business questionnaire.

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

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

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

2.10.3 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.

2.10.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the

tenderer proposes to supply under the contract

- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the KRA; and
 - (c) a clause-by-clause commentary on the KRA's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 Tender security is not a requirement for this tender.

2.15 Validity of Tenders

- 2.15.1 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.
- 2.15.2 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

2.16 Format and Signing of Tender

- 2.16.1 **The TECHNICAL AND FINANCIAL shall be COMBINED.**
The bids Shall be submitted through the KRA supplier portal. The combined technical and the Financial Proposal Shall be submitted on the Notes and Attachments section.
- 2.16.2 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.
- 2.16.3 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.

2.17 Deadline for Submission of Tenders

- 2.17.1 Tenders must be submitted to KRA through the supplier portal not later than **18th April, 2019 at 11.00AM**. The system shall not permit submission after the said date and time.
- KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.17.2 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

2.18 Modification and Withdrawal of Tenders

- 2.18.1 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.
- 2.18.2 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.

- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 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.
- 2.18.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6 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.

2.19 Opening of Tenders

- 2.19.1 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 on **11:00 AM on 18th April, 2019.**
- 2.19.2 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.
- 2.19.3 The KRA will prepare minutes of the tender opening.

2.20 Clarification of Tenders

- 2.20.1 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.
- 2.20.2 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.

2.21 Preliminary Examination

- 2.21.1 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.
- 2.21.2 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.

2.21.3 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.

2.22.4 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.

2.22.5 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.

2.22 Conversion to Single Currency

2.23.1 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.

2.23 Evaluation and Comparison of Tenders

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

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

2.23.3 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.

2.24 Preference

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

2.25 Contacting the Kenya Revenue Authority

2.25.1 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.

2.25.2 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.

2.26

Award of Contract

(a) Post-qualification

- 2.26.1 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.
- 2.26.2 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.
- 2.26.3 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

- 2.26.4 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.

- 2.26.5 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

- 2.26.5 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

- 2.26.6 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.

(e) Notification of Award

- 2.27.1 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.
- 2.27.2 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.
- 2.27.3 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

- 2.28.1 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.
- 2.28.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.28.3 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

- 2.29.1 Performance security is not a requirement for this tender.

2.29 Corrupt or Fraudulent Practices

- 2.31.1 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;

- 2.31.2 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.
- 2.31.3 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 TENDERS
2.1.1	The tender is reserved for Youth owned firms Registered with the National Treasury for supply, delivery and installation of ICT Infrastructure Set Up at KRA Shimoni Jetty Fuel Station.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke.
2.10.4	Bid Validity Period is 335 days from The Closing Date.
2.13.3	The technical specifications are given in pages 26-53.
2.14.1	Tenders security is not required in this tender but instead a tender securing declaration form needs to be filled, signed, stamped and submitted.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder (exempted for Sole Proprietor).
2.17	The bidder shall submit technical and financial proposals electronically via the supplier portal in the respective folders within the tendering period. The Tender shall open on 18th April, 2019 at 11:00 hours . local time, Place: Convention Centre on the 5th Floor of Times Tower Building Street: Haile Sellasie Avenue City: Nairobi Country: Kenya.
2.20	Opening of tender documents will be done in public at the time of closing the tender.
2.22	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.

	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.
2.24	The bid evaluation will take into account the completeness of bid, vendor evaluation and technical evaluation. Bidders must conform to the specific Technical Requirements in Section IV.
2.25	Preference KRA will not grant any preferences for purposes of bid comparison.
2.27.4	The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award
2.30	The performance security required will not be required for the Reserved Group- Youths.

SECTION III: GENERAL CONDITIONS OF CONTRACT
Table of Clauses

3.1	Definitions.....	21
3.2	Application.....	21
3.3	Country of Origin.....	21
3.4	Standards.....	21
3.5	Use of Contract Documents and Information.....	21
3.6	Patent Rights.....	22
3.7	Performance Security.....	22
3.8	Inspection and Tests.....	21
3.9	Packing.....	22
3.10	Delivery and Documents.....	22
3.11	Insurance.....	22
3.12	Payment.....	22
3.13	Price.....	22
3.14	Assignments.....	23
3.15	Sub contracts.....	23
3.16	Termination for Default.....	23
3.17	Liquidated Damages.....	23
3.18	Resolution of Disputes.....	23
3.19	Language and law.....	24
3.20	Force Majeure.....	24

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 tendered, 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 tendered under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tendered is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
- (e) “The Tendered’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the KRA for the procurement installation and commissioning of equipment.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tendered.

3.4 Standards

3.4.1 The Goods supplied 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 tendered 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 tendered in the performance of the Contract.

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

3.7 Performance Security

- 3.7.1 Tender Security is not a requirement for this tender.

3.8 Inspection and Tests

- 3.8.1 The KRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The KRA shall notify the tendered 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 tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tendered 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 goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered 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 goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment 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 Packing

- 3.9.1 The tendered shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tendered in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Indemnity

3.12.1 The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnitee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or wilful misconduct of such indemnitee

3.13 Payment

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

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

3.14 Prices

3.14.1 Prices charged by the tendered for goods delivered and 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 tendered in its tender.

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

3.14.3 Where the cumulative value of all contract variations request should not result in an increment of the total contract price by more than twenty five (25%) of the original contract price.

- 3.14.4 The price or quantity variation shall be executed within the period of the contract; and
- 3.14.5 The request shall be processed by the procuring entity within 30 days of receiving the request.

3.15 Assignment

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

3.16 Subcontracts

- 3.16.1 The tendered 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 tendered from any liability or obligation under the Contract.

3.17 Termination for Default

- 3.17.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:
- (a) if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the KRA;
 - (b) if the tendered fails to perform any other obligation(s) under the Contract;
 - (c) If the tendered, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.17.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.18 Liquidated Damages

- 3.18 If the tenderer fails to deliver any or all of the goods 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 items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19 Resolution of Disputes

- 3.19.1 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
- 3.19.2 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.

3.20 Language and Law

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

3.21 Force Majeure

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

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
3.7.1	The performance bond will not be required for this tender which is Reserved for Youth Owned Enterprises .
3.10	Delivery The ICT Requirement must be delivered at Shimoni Jetty Station, Shimoni at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Purchase Order (LPO). The requirements may be adjusted by giving a short notice.
3.12	Payment Terms 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.
3.13	Prices Prices charged by the tenderer for goods delivered and 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. No Contract shall be varied upwards with twelve (12) months from the date of signing of the Contract.
3.17	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means calendar days.
3.18.1	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.

3.19

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.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for goods.

Tenderers must indicate on the specifications sheets whether the Goods offered comply with each specified requirement.

All the dimensions and capacities of the Goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc.

The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

Kenya Revenue Authority will require the selected Bidders to give an undertaking that any required changes during the period, will be incorporated in the tender as appropriate.

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 is intending to procure **supply, delivery and installation of ICT Infrastructure Set Up at KRA Shimoni Jetty Fuel Station as detailed in the price schedule.**

The orders will be on need basis for a period of thirty six (36) months starting from the date of signing contract and estimated annual quantities are the projected units.

5.3 Technical Requirements:

This tender covers the **supply, delivery and installation of ICT Infrastructure Set Up at KRA Shimoni Jetty Fuel Station.**

The Table overleaf gives the minimum requirements. Bidders are required to duly fill in the tables under the "Bidder's Response" column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive.

MINIMUM TECHNICAL SPECIFICATIONS FOR KRA SHIMONI JETTY FUEL STATION ICT INFRASTRUCTURE SET UP

INSTRUCTIONS TO BIDDERS

MINIMUM TECHNICAL REQUIREMENTS

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** fill both the minimum technical specifications document.
3. Bidders **MUST** provide substantive responses **FOR ALL FEATURES** irrespective of any attached technical documents. Use of ***YES, NO, TICK, BLANK/ EMPTY SPACES, COMPLIANT ETC*** will be considered non responsive.
4. Bidders **MUST** append official company stamp and authorized signature on all attached technical data sheets.
5. Bidders will be required to undertake a **MANDATORY SITE SURVEY** to understand the requirements and scope of work. **SIGN OFF ATTENDANCE FORM** will be issued out.(See the Attached form). Failure to attend site survey will be considered non responsive.
6. All the data points will require to be well labelled with Printed labels and drawings clearly presented.
7. The station comprises of 2 (two) Forty feet containers separated by a distance of approximately 20 meters. See the attached Schematic Diagram 1/ Plan.

1. Minimum Technical Specifications for supply, delivery and installation of LAN (Data) and Clean Power Cabling.

Table 1-Installation of LAN (Data) and Clean Power Cabling.				
No	Feature	Minimum Requirements	Quantity	Bidder's Response
1.	Metal trunkings	Metal trunkings with two compartments, Heavy duty, white backelite coated, 200mm x50 mm in Lengths of 2.4 Meters, Heavy duty Plus corresponding knock outs/ faceplates to house the required Clean Power and Data Points	Twenty five (25) pcs	
2.	UTP Ethernet Cable	Internationally recognized, matured brand, in existence for at least 10 years(bidder must specify brand), 4-Pair solid, Gauge: 23 AWG 500 MHZ TIA/EIA 568 A/B, ISO/IEC 11801. At least CAT 6A UTP,	Twelve (12) boxes of 300 meters length	
3.	Data Outlets	Internationally recognized, matured brand, in existence for at least 10 years(bidder must specify brand and model). Cat 6A double angled RJ45 outlet modules installed on Single gang face plates, 20 mΩ, 500 MΩ, .5 A PoE , PoE+, Plated phospher bronze, stainless steel, Compatible with RJ45 (8-position) plugs Should also be backward compatible to CAT 6A	Twenty (20) pcs	

4.	48 Port Patch Panel (QTY 2)	<p>Brand: ISO/TIA compliant brand, MUST be of same brand as UTP Cable, modules and Patch cords)</p> <p>Category: At least Cat 6A/ Class EA UTP Patch panel kit 1 RMS with Jacks</p> <p>Port Density: 48-Port</p> <p>Cable Management Rear Cable management bar installed</p> <p>Labels: Printable labels MUST be available</p> <p>Wiring: T568A/T568B compliant and easy to read</p> <p>Panel material: 18 gauge cold rolled steel, black e-coated</p> <p>Compatibility: Downward compatible with CAT5e/CAT6</p> <p>Warranty: At least a guaranteed use of 1 year.</p>	Two (2) pcs	
5.	Clean power outlet Sockets	Double Socket Power Outlets complete with Patrice box-30 amps- UK Standard	Twenty (20)	
6.	PVC Trunkings	PVC Trunkings, 50*50 mm, 3 metres long-- UK Standard	Ten (10)	
7.	Clean power consumer units	4 Way complete Consumer Unit with 32 A breakers-Merlin Gerin standard /Multi 9 or equivalent	Two (2)	
8.	Power cables	3 Core 4.0 mm Square Flex Cable	Eight (8) Rolls-100	

			metres	
9.	PVC Conduit	PVC conduit 6 Inches Diameter, 20 meters for cables route provision of interconnecting/linking the two 40 Feet containers.	Twenty(20) meters length	
10	Labelling	All the data points, power points and cables will require to be well labelled with Printed labels and drawings clearly presented.		
11.	Labour, Installations and warranty	Electrical accessories (screws, wall plugs,cable ties etc for installation). 1 year Warranty workman ship and defects liability period. Provision of labour,testing and commissioning charges for the installation of the above lan (Data) and clean power and Raw power cabling	1 lot	

2. Minimum Technical Specifications for supply, delivery and installation of 8 KVA power backup system

Table 2-POWER BACKUP SYSTEM- 8 KVA			
	Feature	Minimum Specifications	Bidder's Response
1.	Model	Internationally recognised Mature brand that has been in existence for the last five years (attach certificate/ proof)	
2.	Design	Inbuilt Automatic Charger and Inverter and Auto Start feature.	
3.	Mounting	Wall mountable.	
4.	Output Power (VA/W)	At least 8,000 VA / 6,500 WATTS	
5.	Peak Power(W)	16,000 watts	
6.	Zero load Power	Not more than 50 Watts	
7.	DC Input Voltage (Nominal/Range)	48VDC	
8.	Input Power voltage	230 volts single phase	
9.	AC Output Voltage/Frequency (nominal)	230VAC/50Hz	
10.	Output Wave	Pure Sine wave	

11.	Maximum Charging Current (A)	110 Amps	
12.	Programmable Relay	DC Under Voltage or Genset Start/Stop Function, AC rating: 230V/4ADC Rating: 4A upto 35VDC, 1A upto 60VDC	
13.	VE Bus Communications Port	remote monitoring and system integration with ON/ OFF capabilities	
14.	Efficiency at Normal Mode (%)	At least 96 %	
15.	Safety Emission(Electromagnetic Compatibility)	Must conform to Emission, ImmunityEN 55014-1, EN 55014-2, EN-IEC 61000-3-2, EN-IEC61000-3-3, IEC61000-6-1, IEC61000-6-2, IEC61000-6-3 standards	
16.	Unit Gross Weight (Kgs)	Not more than 50 kgs	
17.	Inverter/Charger Dimensions(HxWxD)	Not more than 470x350x280 mm	
18.	External wall mountable change over switch-COS (QTY 1)	4 Pole Change Over Switch 100A with knock out on at least 2 sides and sufficient enclosure to manipulate cables. With 3 switch positions (ON, OFF,BYPASS positions) Internationally recognized, mature brand according to BS EN 60947-3.	
19.	Input and output MCBS for the inverter	Double Pole Complete Mcbs 63 A with enclosure-Merlin Gerin standard/Multi 9 or equivalent-(QTY 2)	

20. Battery Bank Features			
(i)	MODEL	Must be Internationally recognised mature brand that has been in existence for the last 5 years. Proof /certificate needed.(Attach)	
(ii)	Battery type	Must be Maintenance free, Sealed Lead Acid Gel Battery.(Attach brochures)	
(iii)	Quantity	At least Sixteen (16) pcs	
(iv)	Connecting cables and lugs	75 mm square flex connecting cables for all the batteries and associated lugs	
(v)	Battery cabinet	Supply prefabricated metal bars stand/cage for holding the above 16 batteries in safe and secure manner	
(vi)	Construction Design.	Non-Spillable, Fire resistant ABS containers and covers	
(vii)	Connectors design	Fasteners type (8 mm standard screw bolts)	
(viii)	Power Rating	Voltage: 12v Ampere Hours: at least 200AH	
(ix)	Compatibility	Must be Heavy Duty Cycle type	
(x)	Usage	UPS indoor as per standards CE / UL / ISO9001 / ISO14001	
(xi)	Size/ dimensions (in mm)	Not more than : 500 mm*200 mm*290 mm (L*W*H)	
(xii)	Safety	Safety valve installation for explosion proof Safety valve: EPDR	

(xiii)	Performance standards	High quality and high reliability.(proof/certificate required)	
(xiv)	Discharge features	*Exceptional deep discharge recovery performance. * Low self discharge characteristic.(Attach brochures)	
(xv)	Charge Voltage(25 °C)	Cyclic use: 14.4-15V (30mV/ °C), max. Current: 50A Float use :13.6-13.8V (20mV/ °C)	
(xvi)	Internal Resistance	At Full charged not more than at 25 °C: 3.5 Ω	
(xvii)	Self Discharge	2% of capacity declined per month at (25°C)	
(xviii)	Expected designed Floating Life	At least Five (5) years.(Attach brochures)	
(xix)	Standard Warranty (on Batteries and Inverter)	At least (3) years on site repair or immediate replacement.	
20.	Electrical accessories(screws, wall plugs,cable ties etc for Table 2 installation) 1 year Warranty workman ship and defects liability period. Provision of labour, testing and commissioning charges	1 lot	

	for the installation .		
--	------------------------	--	--

3. Minimum Technical Specifications for supply ,delivery and installation of network Cabinet UPS (qty 1)

Table 3-NETWORK CABINET UPS (QTY1)			
	Feature	Minimum Specifications	Bidder's Response
1.	Brand	Internationally recognised Mature brand that has been in existence for the last five years (attach certificate/ proof)	
2.	Model	Stand alone/ Non Rack mount	
3.	Output Power Capacity	980 Watts / 1500 VA	
4.	Max Configurable Power	865 Watts / 1500 VA	
5.	Nominal Output Voltage	230V	
6.	Output Voltage Distortion	Less than 5% at full load	
7.	Output Frequency (sync to mains)	47 - 53 Hz for 50 Hz nominal,57 - 63 Hz for 60 Hz nominal	
8.	Topology	Line interactive	

9.	Waveform Type	Stepped approximation to a Sine wave	
10.	Output Connections	Four (4) IEC 320 C13 Two (2) IEC jumpers	
11.	Nominal Input Voltage	230V	
12.	Input Frequency	50/60 Hz +/- 3 Hz (auto sensing)	
13.	Input Connections	IEC-320 C14	
14.	Battery Type	Maintenance free sealed lead-acid with suspended electrolyte, leakproof	
15.	Input voltage range for main operations	160 - 286V	
16.	Input voltage adjustable range for mains operation	151 - 302V	
17.	Typical recharge time	3 hour(s)	
18.	Typical Backup Time at Half Load	Typical back-up time at 490W half load:23.9	
19.	Typical Backup Time at Full Load	At least 6 minutes (865 Watts)	

20.	Interface Ports	DB-9 RS-232, 10/100 base-T	
21.	Control panel	LED status display with On Line : On Battery : Replace Battery and Overload indicators	
22.	Audible Alarm	Alarm when on battery : distinctive low battery alarm : configurable delays	
23.	Surge Protection and Filtering		
	Surge energy rating	At least 460 Joules	
	Filtering	Full time multi-pole noise filtering : 5% IEEE surge let-through : zero clamping response time : meets UL 1449	
	Data Line filtering	RJ-45 modem/Fax/DSL/10-100 Base-T protection	
24.	Standard Warranty	2 years repair or replace	
25.	Accessories	Power cords (at least 1.83M), CD with software, Documentation CD, Rack Mounting brackets, Smart UPS signalling RS-232 cable, USB cable, User Manual	
26.	Warranty	At least a guaranteed use of 1 year.	

4. Minimum Technical Specifications for 3 Metre Patch cords (QTY 40)

Table 4- 3 M Patch cords (QTY 40)			
	Feature	Minimum Requirements	Bidder's Response
1.	Brand	Internationally recognized, matured brand, in existence for at least 10 years, must be of the same specifications with the Ethernet cable	
2.	Category	At least UTP CAT 6A 4-pair Ethernet cable	
3.	Length	3 M	
4.	Boot Color	with colour matching jacket/ boot to labelling on the faceplates	
5.	Warranty	At least a guaranteed use of 1 year.	

5. Minimum Technical Specifications for 1 Metre Patch cords (QTY 40)

Table 5- 1M Patch cords (QTY 40)			
	Feature	Minimum Requirements	Bidder's Response
1.	Brand	Internationally recognized, matured brand, in existence for at least 10 years, must be of the same specifications with the Ethernet cable	
2.	Category	At least UTP CAT 6e 4-pair Ethernet cable	
3.	Length	1 M	
4.	Boot Color	with colour matching jacket/ boot to labelling on the faceplates	
5.	Warranty	At least a guaranteed use of 1 year.	

6. Minimum Technical Specifications Fiber Patch Cords (QTY4)

Table 6- 3M Fiber Patch cords (QTY 4)			
NO	FEATURE	Minimum Requirements	Bidder's Response
1.	Brand	Internationally recognized, matured brand in existence for more than 10 years with same specification as outdoor fibre cable.	
2.	Compatibility	MUST be compatible with the supplied fiber ports on the access switches and Fiber patch panels.	
3.	Category	Must support either LC or SC whichever is compatible with the supplied uplink fiber switch port.	
4.	Length	Minimum 3 m	

7. Minimum Technical Specifications for supply ,delivery and installation of a 42U Data Cabinet (QTY 1)

Table 7- 42U Data Cabinet (QTY 1)			
No	Feature	Minimum Requirements	Bidder's Response
1	Brand	Internationally recognized, matured brand	
2	Form Factor	42U Free-Standing standard cabinet	
3	Construction	<ul style="list-style-type: none"> • Massive front to rear ventilation capacity • Locking, removable, reversible front and rear doors • Locking, removable side panels keyed alike with doors • Meets all enclosure requirements towards PCI DSS (Payment Card Industry Data Security Standard) Compliance • provisions to integrate cooling, power distribution • Front and rear sets of equipment mounting rails 	
4	Power outlets in the cabinet	Cabinet must be supplied with rack mount power distribution unit with at least eight (8) 16A/220-240V AC earthed and fused with shutters sockets	
5	Cable management	Installed with cable manager for both horizontal/backbone cabling and patch cords.	
6	Accessories	The cabinet must be have cooling fans	
7	Warranty	At least a guaranteed use of 1 year.	

8. Minimum Technical Specifications for supply ,delivery and installation of ROUTERS (QTY 2)

Table 8-ROUTERS (QTY 2)			
	Features	Minimum Requirements	Bidder's Response
1.	General Descriptive Requirement	Integrated Services Router (ISR) that delivers highly secure data, voice, video, and application service The device MUST not be a product that has/is reaching end of life support/end of sale.	
2.	Model/Brand	Internationally recognized tested mature brand/model.	
3.	Quantity	2 (Two) pcs	
4.	Processor	High-performance multi-core processors that supports high-speed WAN and multiple concurrent services.	
5.	DRAM	2GB MB, expandable to 8GB	
6.	Flash memory modules	Internal : at least 2GB upgradable to 8GB	
		External : at least 8GB upgradable to 32GB	
7.	Onboard LAN standards	At least four (4) Integrated WAN 10/100/1000 Ports that support up to 75Mbps	
		IEEE 802.3 CSMA/CD or Ethernet	
		IEEE 802.3u 100Mbps(Fast Ethernet)	
8.	Interface card slots	4 slots each for support of EHWIC, HWIC, WIC, VIC, VWIC, wireless LAN controllers, 2 x Onboard DSP (PVDM) Slots. The router Must be supplied with 64-channel PVDM module.	
9.	Software IOS release	Should be delivered with the latest version and supported IOS release running capable of supporting Gigabit Ethernet	

Table 8-ROUTERS (QTY 2)

	Features	Minimum Requirements	Bidder's Response
		<p>EHWIC.</p> <p>The provided IOS MUST be installed with the <i>initial product activated license</i> that supports advanced IP services i.e. Data, Unified Communications and Security (SEC).</p>	
10.	IP Telephony support	Must support /be compatible with the existing Authority's Cisco IP Telephony Infrastructure.	
11.	Remote Management Protocol	Support SNMP 3, HTTP, SSH-2	
12.	Module support	Enhanced network modular slots	
		High performance WIC slots	
		AIM slots	
		PVDM slots	
		EVM slots	
	USB support		
13.	Security	Firewall software support	
		Secure Sockets Layer support	
		Network Admission control support	
		Intrusion prevention system support	
		Support Identity management using AAA and PKI	
14.	VPN support	VPN hardware acceleration, DES, 3DES, AES128, AES192 and AES256, support IPSEC Pass-thru	
15.	Transmission mode	Full/half duplex	
16.	Power integration	In-line PoE	
17.	Interfaces	Universal-Serial-Bus (USB)-Based Console Access port	

Table 8-ROUTERS (QTY 2)

	Features	Minimum Requirements	Bidder's Response
		with its console cable	
		Auxiliary port	
		2 Serial interfaces	
		1 USB port	
18.	Power input	240 V AC, 50 Hz	
19.	Voice Protocols	SIP per RFC 3261, RTP/RTCP for delivery of voice	
20.	Voice support	G 711 u-law or A-law, G 723.1, G 729AB	
21.	Warranty and Support	<p>At least 3 years on parts, labour and software</p> <p>In addition, the equipment <i>MUST</i> include the manufacturer's premier technical support services including:</p> <p>Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services.</p>	

9. Minimum Technical Specifications for supply ,delivery and installation ACCESS SWITCHES (QTY 2)

Table 9- ACCESS SWITCHES (QTY 2)			
	Feature	Minimum Specification	Bidder's Response
1.	General Descriptive Requirement	Enterprise standalone, High-density, High performance, Gigabit Ethernet switch. Layer 2 switching and basic layer3 features be supported. The switch MUST provide a seamless integration with the existing KRA network. The device MUST not be a product that has/is reaching end of life support/end of sale.	
2.	Model and Technology	Mature internationally recognized brand, in existence for at least 10 years(bidder must specify brand, model and series)	
3.	Quantity	2 (Two) pcs	
4.	Network Ports	48 Ethernet 10/100/1000 Full PoE ports, 4 - SFP transceiver-based Gigabit Ethernet portsand MUST be populated with at least 2 x 1G Ethernet transceiver modules for Uplink connectivity to the core switch.	
5.	Other Features	Must support (IPv4 and IPv6) features, advanced quality of service (QoS), rate limiting, Access Control Lists (ACLs)	
6.	IP Telephony support	Must support /be compatible with the existing Authority's Cisco IP Telephony Infrastructure.	
7.	Compliance	IEEE 802.1Q, 802.1p, 802.3x	
		Ethernet: IEEE 802.3, 10BaseT, and 10BaseFL	

		Fast Ethernet: IEEE 802.3u, 100BaseTX, 10BaseFX	
		Gigabit Ethernet: IEEE 802.3z.	
		Compatible with different vendors Network equipment e.g. 3com, Nortel, Cisco.	
8.	Network Monitoring	Compliant with IEEE SNMP standards. Capable of monitoring the Network up to Node Level. Management by a well-known and developed propriety OS.	
9.	Spanning Tree Protocol Technology	Support for Spanning Tree Protocol Technology	
10.	VLAN support	Compliant with IEEE 802.1Q standards- should support VLANS/Network Segmentation	
11.	Security	Port Level Security e.g. Port Filtering, Access Control Lists, Policy based routing etc. Management by a recognized proprietary operating system	
12.	Power integration	In-line PoE	
13.	Operation	Auto negotiating on all ports automatically selects half- or full-duplex transmission mode to optimize bandwidth.	
		Per-port broadcast, multicast, and unicast storm control prevents faulty end stations from degrading overall systems performance	
14.	Warranty	Minimum 3 years on Parts, Labour and software. In addition, the equipment <i>MUST</i> include the manufacturer's premier technical support services that include: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services.	

10. Minimum Technical Specifications for supply ,delivery and installation of ACCESS POINT (QTY 1)

Table 10- ACCESS POINT (QTY 1)			
	Features	Minimum Specification	Bidder's Response
1.	Brand	Leading, Mature, recognized and widely used International, in existence for at least 10 years. (bidder must specify brand and model) The device MUST not be a product that has/is reaching end of life support/end of sale.	
2	Quantity	1 (one) pc	
3	Physical	The access point must be mountable on the ceiling. INCLUDE mounting brackets. Both the access point and antenna MUST be one equipment. Must be Wi-Fi certified Must be Wi-Fi Multimedia certified	
4	Overview	-Capable of being seamlessly deployment as an extension of wired and wireless networks, with central management through controllers. -Must support IEEE 802.11n version 2 with 2x3 multiple-input multiple-output (MIMO) and Maximal ratio combining (MRC) -A dual-band rugged indoor access point, and supports data rates of up to 300 Mbps to provide users with reliable and predictable coverage for high-bandwidth data, voice, and video applications. The access point Must seamlessly integrate with the existing KRA wireless network i.e. virtual controller version without the need for any upgrade (software version 8.0.140.0)	
5	Network standard	Dual Band Radios 802.11 a/g/n	

		Public safety 4.9 GHz (5, 10, 20 MHz channels)	
6	System Memory	Minimum 64 MB DRAM Minimum 32 MB flash	
7	Data rates and Modulation	Must be compatible with all the following standards and data rates: 802.11a: 54, 48, 36, 24, 18, 12, 9, 6 Mbps, Orthogonal Frequency Division Multiplexing (OFDM) 802.11g: 54, 48, 36, 24, 18, 12, 9, 6 Mbps, OFDM 802.11n: for 2.4GHz....up-to 130Mbps (40MHz) for 5GHz....up - to 450Mbps (40Mhz)	
8	Interfaces	10/100/1000 BaseT Ethernet auto sensing PoE Management Console Port (RJ45)	
9	Frequency Band and Maximum Transmit Power	2.401 to 2.483 GHz 5.470 to 5.725 GHz 2.4 GHz = 22dBm (3 integrated antenna) & 5GHz =23 dBm (4 integrated antenna) Should be compliant with ETSI Configuration (Class1 Div 2)	
10	Antennas	-They MUST be non-articulating dipole antennas with INDOOR Omnidirectional Coverage of connector type RP TNC. Frequency: 2.4 GHz: Gain: 2.2dBi Beam Width : 360°H, 65°V Cable Length : NONE Dimensions : 9.9 cm Weight: 31 g 5 GHz: Gain: 3.5 dBi	

		<p>Beam Width : 360°H, 40°E Cable Length : NONE Dimensions : 9.2 x 1.5 cm Weight: 28.3 g</p> <p>Quantity: - THREE Indoor antennae's for each access point radio module, therefore SIX antennae's per Access Point</p>	
11	Non-over lapping channels	<p>2.4GHz :- 802.11b/g -3 & 802.11n – 3 5GHz :- 802.11n - 21</p>	
12	Deployment Modes	<p>Wireless mesh WLAN backhaul Point-to-multipoint wireless bridging Point-to-point wireless bridging</p>	
13	Capabilities	<p>Must support IEEE 802.11n with 3x4 multiple-input multiple-output (MIMO) technology with three spatial streams, which sustains 450-Mbps rates over a greater range for more capacity and reliability</p>	
14	Security	<p>802.11i, Wi-Fi Protected Access (WPA2), WPA 802.1X authentication, including Extensible Authentication Protocol and Protected EAP (EAP-PEAP), EAP-Transport Lauer Security (EAP-TLS), EAP-Tunneled TLS (EAP-TTLS), and Cisco LEAP Provides WIDS/WIPS, Advanced Encryption Standards (AES), Temporal Key Integrity Protocol (TLIP) VPN pass-through IP Security (IPsec), Layer 2 Tunneling Protocol (L2TP) MAC address filtering Wireless bridging/mesh X.509 digital certificates</p>	

		MAC address authentication Advanced Encryption Standards (AES), Temporal Key Integrity Protocol (TLIP)	
15	Network management	Dual Band Autonomous Based AP	
16	Powering Option	Must capable of being powered with: -240 VAC 50hz -Power over Ethernet: 48 VDC, +/-10 percent -12 VDC And: The AP must come with their corresponding PoE (Power Injectors)	
17	Status LEDs	Show:- Operating state Association status Error/warning condition Boot sequence	
18	Weight	Must not weigh over 3 Kg Mounting bracket < 1 Kg	
19	Warranty	Minimum 3 years on Parts, Labour and software. In addition, the equipment <u>MUST</u> include the manufacturer's premier technical support services that include: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services.	

11. Minimum Technical Specifications for supply ,delivery and installation of IP Phone (QTY 10)

Table 11- IP Phone (QTY 10)			
No	Features	Minimum Requirements	Bidder's Response
1	General Characteristics	<p>Indicate the brand and model of the IP phone. It should be an industry proven and tested brand. The model and brand MUST seamlessly integrate with the existing call manager and the wider KRA IP Telephony infrastructure which is based on Cisco Unified Communication without the need for any additional/intermediary components other than licensing.</p> <p>Integrated IEEE 10/100 switch to support traffic from a co-located PC.</p> <p>Supporting two programmable line keys.</p> <p>The phone supports IEEE 802.3af PoE (Class 1); power consumption does not exceed 3.84 watts</p> <p>Supports Session Initiation Protocol (SIP)</p>	
2	Quantity	10 (Ten) PCS	
3	User-Oriented Features Supported	<p>Hold / Resume</p> <p>Transfer (Blind and Consultative)</p> <p>Immediate Divert</p> <p>Call Forward All (a.k.a. Call Forward Unconditional)</p> <p>Call Forward No Answer</p> <p>Call Forward Busy</p> <p>Call Waiting / Call Retrieve</p> <p>Local Phone Number Display</p> <p>Mute</p> <p>Call Park</p> <p>Redial</p>	

		Release Resume Extension Mobility Support Calling Name Calling Number Call Status per Line Date / Time Display Directory of Missed Calls Directory of Received Calls Directory of Placed Calls Call-Back Group Call Pickup Corporate Directory Message Waiting Indication (MWI) Support - Visual & Stutter Tone User-Programmable Speed Dials, Call Forwarding, and Services Volume Control	
4	Security Features	Image Authentication File Authentication X.509 Certificates Signaling Security via AES 128 Encryption Media Encryption via Secure Real-Time Protocol Encrypting Two Media Streams Endpoint Hardening Secondary Ethernet port may be disabled 802.1Q on secondary Ethernet port may be disabled (a.k.a. block PC access to voice VLAN) Gratuitous ARP may be disabled (a.k.a. ignore	

		gratuitous ARPs) Configuration Profile Encryption Factory Reset Secure Conference Conference Drop	
5	Warranty and Support	At least 3 years on parts, labor and software In addition, the equipment MUST include the manufacturer's premier technical support services including: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, Online troubleshooting / support tools and proactive problem diagnosis services.	
6	Licensing	Must include Cisco Basic 11.x license	

NOTE:

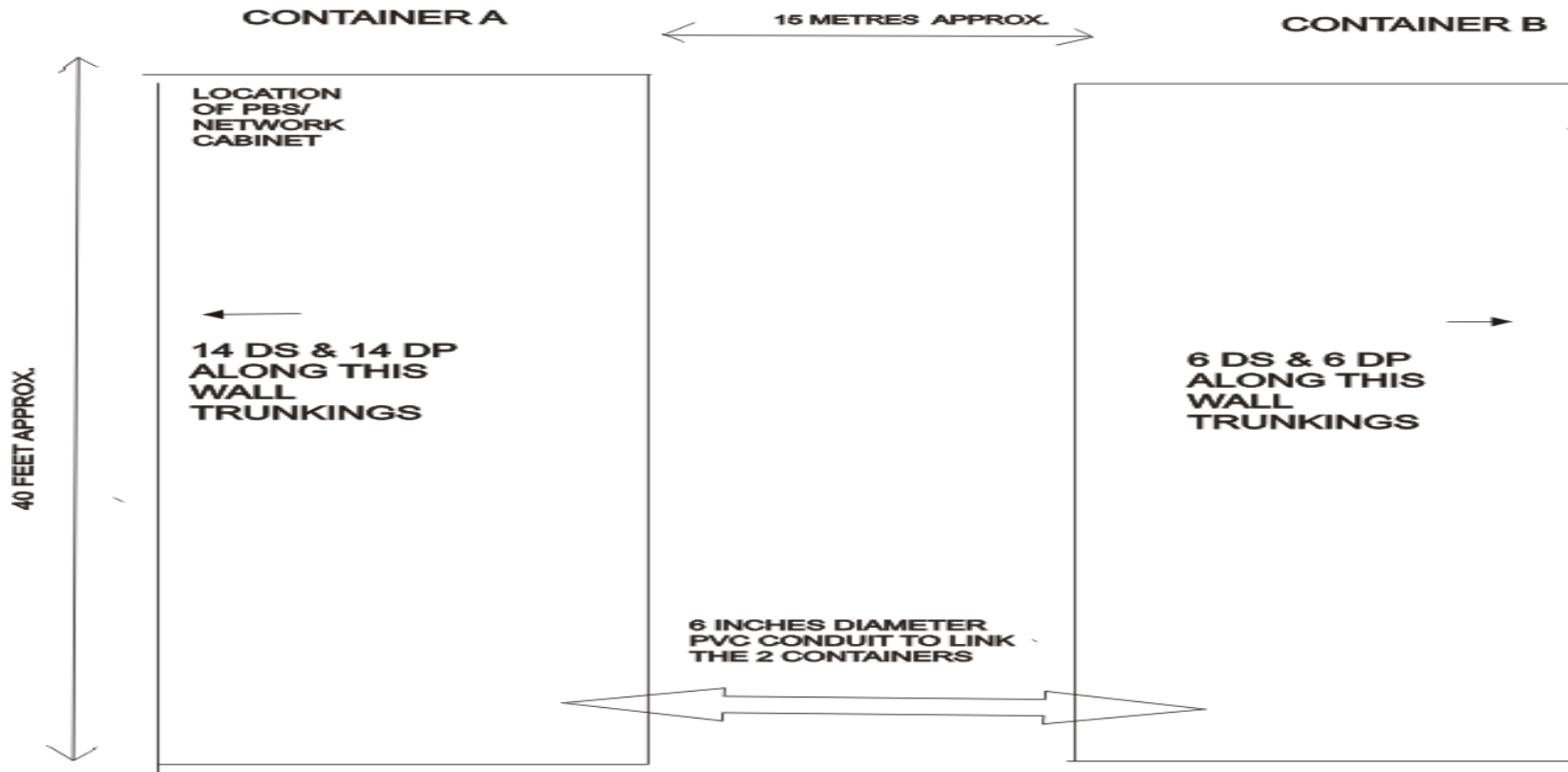
The bidders will be expected to do site survey in order to understand the exact requirements

12. Labour and Installation Accessories

Table 12- Labour and Installation Accessories and Time Schedules			
	Feature	Minimum Requirements	Bidder's Response
1.	Labour	The bidder is expected to install	
2.	Cabling	The cables should run from the patch panel at the duct to the modules at the faceplate. The cabling should be neatly done and managed using 1u cable managers.	
3.	Accessories	The bidder is expected to quote for all installation accessories including but not limited to cable ties, wood screws, insulating tapes, draw wires, wall plugs and labels etc.	
4.	Labelling	The network points should be clearly labelled using label makers, at the patch panel and at the faceplates.	
5.	Testing and Commissioning	The bidder is expected to carry out professional machine tests and provide results in printed and in soft, thereafter be commission the network upon issuance of user acceptance certificate.	
6.	Delivery schedule	The Bidder is expected to deliver the ICT requirement to the site within Three (3) weeks after issuance of LPO	
7.	Installation period	The bidder is expected to carry out the installation in a period of two (2) weeks time at most.	
8.	Defect Liability Period	The defect liability period for the cable works should be a minimum of one year	

DIAGRAM 1

KRA SHIMONI JETTY OFFICE PLAN LAYOUT FOR ICT REQUIREMENTS - DIAGRAM 1



LEGEND

- 1. DS=DOUBLE/ TWIN ELECTRICAL SOCKET OUTLET
- 2. DP= DATA POINT DOUBLE
- 3. PBS= POWER BACKUP SYSTEM

DATE:22/03/2019



MANDATORY SITE SURVEY FORM

Name of Site:

Date:

Name of Company:

Name of Company Representative:.....

Sign:

Purpose Of Site Survey:.....

.....

Official Stamp:

Kenya Revenue Authority

Officer's Name:

Sign:

Date & Official Stamp:

SECTION VI - SCHEDULE OF REQUIREMENTS

(a) Procurement Item		
No.	Description	Delivery schedule
1.	SUPPLY, DELIVERY AND INSTALLATION OF ICT INFRASTRUCTURE SET UP AT KRA SHIMONI JETTY FUEL STATION	Five (5) weeks after issuance of LPO

(b) Instructions on Submission of Bids	
The Tenderer must submit combined technical and financials document:	
Section	Document
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Power of Attorney (except for Sole proprietor)
D	Business Registration Certificate/Certificate of Incorporation
E	Tender Security
F	Valid Tax Compliance Certificate
G	Reference Letter from the Bank
H	Copy of valid trade license
I	Price Schedule
J	Key Staff Competency profiles
K	Manufacturer's authorization

(c) Tender Responsiveness Criteria

(a)	Description of Criteria											
	Submission of Tender Documents											
	<ul style="list-style-type: none"> • Duly filled, Signed and Stamped Form of Tender • Duly Filled, Signed and Stamped Tender Securing Declaration Form • Duly Filled, Signed and Stamped Confidential Business Questionnaire • Duly Filled, Signed and Stamped Site Survey Form. • Power of Attorney (Sole Proprietors exempted). • Manufacturer/Dealer Authorization Letter for Each Component. 											
	Company Profile											
	<ul style="list-style-type: none"> • Attach a copy of Certificate of Incorporation or Business Registration Certificate • Valid YAGPO Certificate. 											
	Proof of Financial Resources											
	Submit: Letter of Reference from a bank (at least within the last six (6) months from the date of closing of this Tender).											
	Social Obligations											
	Submit: Valid Tax Compliance Certificate											
(b)	Vendor Evaluation Criteria											
	<p>The following criteria will be used in the evaluation of all potential suppliers.</p> <p>The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 20% of the total tender evaluation.</p>											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Description of Criteria</th> <th style="width: 15%;">Maximum Score</th> <th style="width: 15%;">Cut off score</th> </tr> </thead> <tbody> <tr> <td> Managerial and Key Personnel Competency Profiles C.Vs including relevant technical experience for at least two (2) relevant key staff in relation to procurement items as required in the schedule of requirements. </td> <td style="text-align: center; vertical-align: middle;">10</td> <td style="text-align: center; vertical-align: middle;">7</td> </tr> <tr> <td> Academic qualification Degree 2 marks Diploma 1 marks </td> <td></td> <td></td> </tr> </tbody> </table>			Description of Criteria	Maximum Score	Cut off score	Managerial and Key Personnel Competency Profiles C.Vs including relevant technical experience for at least two (2) relevant key staff in relation to procurement items as required in the schedule of requirements.	10	7	Academic qualification Degree 2 marks Diploma 1 marks		
Description of Criteria	Maximum Score	Cut off score										
Managerial and Key Personnel Competency Profiles C.Vs including relevant technical experience for at least two (2) relevant key staff in relation to procurement items as required in the schedule of requirements.	10	7										
Academic qualification Degree 2 marks Diploma 1 marks												

	<p>Relevant technical experience Over 5 years' experience.....3 marks 3-5years' experience.2 marks 1-2 years' experience.1 marks</p>		
	<p>Experience/Reputation Proof of satisfactory service for contracts of similar or higher value executed within the last three (3) years. Submit reference letters from at least two (2) clients accompanied by either an order or a signed contract document. <i>Reference letter should have full contacts; postal address, telephone and email.</i></p>	10	5
	Total Score	20	12

(d) Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/Requirement	Cut Off Mark
Tender Responsiveness	Mandatory	Met
Vendor Evaluation	20	12
Technical Specifications	Pass/Fail	Met
Financial Evaluation	Award shall be to the bid with the lowest evaluated price	

SECTION VII-

PRICE SCHEDULE FOR GOODS IN KSHS

Name of Tenderer _____ Tender Number _____ Page _____
of _____

SCOPE : SUPPLY, DELIVERY AND INSTALLATION OF KRA SHIMONI JETTY FUEL STATION ICT INFRASTRUCTURE SET UP - LAN (DATA) AND CLEAN POWER CABLING.

NO.	ITEM	UNIT	QUANTITY	RATE @	PRICE
1.	Metal trunking (6" by 2"), 250mm by 50mm two compartment with knock outs and faceplates	Length (2.4m)	25		
2.	CAT 6A UTP Cable Box (305m)	Boxes	12		
3.	Data Outlets Cat 6A double angled RJ45 outlet modules installed on Single gang face plates	No.	20		
4.	Double Socket Power Outlets complete with Patrice box-30 amps- UK Standard	No.	20		
5.	Clean power consumer units 4 Way complete Consumer Unit with 32 A breakers-Merlin Gerin standard /Multi 9 or equivalent	No.	2		
6.	Power cables. 3 Core 4.0 mm Square Flex Cable, 100 meters roll	No.	8		
7.	PVC Trunkings, 50*50 mm, 3 metres long-- UK Standard	No.	10		
8.	48 Port Patch panel (CAT 6A)	No.	2		
9.	Labour, Installations and warranty. Electrical accessories(screws, wall plugs, cable ties etc for installation). 1 year Warranty workman ship and defects liability period. Provision of labour, testing, Labelling and commissioning charges for the installation of the above LAN (Data) and Clean Power Cabling	Lot	1		
10.	Network Cabinet Ups	No.	1		
11.	Power Backup System- 8 Kva Inverter	No.	1		
12.	Batteries, Maintenance free, Sealed Lead Acid Gel, 12 volts 200 AH	No.	16		
13.	Battery cables,75 mm square flex connecting cables for all the batteries and associated lugs	lot	1		

14.	Battery stand/cage for holding the above 16 batteries in safe and secure manner	No.	1		
15.	4 Pole Change Over Switch 100A	No.	1		
16.	Labour, Installations and warranty. Electrical accessories(screws, wall plugs,cable ties etc for installation) for Power Backup System One (1) year Warranty workman ship and defects liability period. Provision of labour, testing, Labelling and commissioning charges for the installation of the Power Backup System	Lot	1		
17.	Unified communications IP phones.	No.	10		
18.	1m Patch cords (CAT 6A)	No.	40		
19.	3m Patch cords (CAT 6A)	No.	40		
20.	Routers	No.	2		
21.	48 Port Managed PoE Switch with FOUR fiber ports	No.	2		
22.	3m Fiber Patch cords	No.	4		
23.	PVC Heavy Duty Outdoor Conduit, 6 Inches diameter	Length(m)	20		
24.	Complete Floor standing data cabinet 42U,with two lockable doors.	No.	1		
25.	Indoor Autonomous Access Points	No.	1		
	TOTAL				

Tender's Signature _____ *Official Stamp* _____

Date _____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

- 1 *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2 *Confidential Business Questionnaire Form -* This form must be completed by the tenderer and submitted with the tender documents.
- 3 *Tender Securing declaration form -* When required by the tender documents the tender shall provide the tender securing declaration r in the form included herein any 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 supply, delivery and installation of ICT infrastructure set up at KRA Shimoni Jetty Fuel Station in conformity with the said tender documents for the sum of	
..... (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.	
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.	
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by (<i>Procuring entity</i>).	
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.	
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.	
6. We understand that you are not bound to accept the lowest or any tender you may receive.	
Dated this _____ day of _____ 20 _____	
_____	_____
[signature]	[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 SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Kenya Revenue Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

8.4 CONTRACT FORM
TENDER REF No: KRA/HQS/NCB/041/2018-2019
FRAMEWORK CONTRACT FOR SUPPLY, DELIVERY AND INSTALLATION OF ICT INFRASTRUCTURE SET UP AT KRA SHIMONI JETTY FUEL STATION
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 tenders (supply of clean drinking water] and has accepted a tender by the tenderer for the supply of those clean drinking water in the sum of[<i>contract price in words and figures</i>] (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 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,
Procurement & Supplies Services,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

FOR: **Commissioner-General**