



# KENYA REVENUE AUTHORITY

ISO 9001:2015 CERTIFIED

## CLARIFICATION / ADDENDUM "SET 3"

11<sup>TH</sup> NOVEMBER, 2020.

To all Prospective bidders,

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**REF: TENDER NO.KRA/HQS/NCB -018 /2020-2021 – CONSOLIDATION  
AND UPGRADE OF KRA ORACLE DATABASE**

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Kenya Revenue Authority wishes to inform prospective bidders of the clarifications / addendum highlighted below:

No.	Tender Instruction	KRA Responses
1.	Consolidation and Upgrade of KRA Oracle Database	<b>Referred as LOT 1</b>
2.	Comprehensive Annual Maintenance Contract for Oracle Exadata Hardware for a period of two (2) years	<b>Referred as LOT 2</b>
3.	<b>Note:</b> <ul style="list-style-type: none"><li>Prospective bidders are hereby advised to take note of <b>Annex 1</b> and <b>Annex 2</b></li><li>Prospective bidders are hereby advised to align their Tender Security to the new tender opening date i.e <b>18<sup>th</sup> November, 2020</b> to be valid upto and including <b>17<sup>th</sup> November, 2021</b>.</li></ul>	

The clarification / addendum form part of the bidding document and is binding to the bidder. All other terms and conditions of the tender remain the same. You are therefore required to immediately acknowledge the receipt of this addendum.

Regards,

**Benson Kiruja**

**For: Deputy Commissioner - Supply Chain Management**

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**B). EVALUATION CRITERIA**

Kenya Revenue Authority wishes to inform prospective bidders of the additional criteria on the Tender Responsiveness and Vendor Evaluation highlighted below:

**i). Tender Responsiveness**

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further.

	<b>Description of Criteria</b>
<b>1.</b>	<b>Submission of Tender Documents</b> <ul style="list-style-type: none"> <li>▪ Mandatory Site survey to assess the scope of the required service.</li> </ul>

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks, which will contribute to a maximum 28 marks of the vendor evaluation.

Vendor Evaluation Criteria TABLE 2: Evaluation Attribute	Evaluation Criteria	Maximum Score	Cut –Off Score
1.	<b>Key Personnel Competency Profiles</b>		
a.	Attach C.Vs and certificates of at <b>least three (3)</b> technical key staff with relevant technical experience. The training should be supported by Oracle professional certificates. <b>Degree .....2 marks</b> <b>Academic diploma/certificate.....1 mark</b> <b>OEM Certification .....2 marks</b>	<b>12</b>	<b>10</b>
2.	<b>Experience/Reputation of the Firm</b>		
a.	Provide evidence of past undertaking of similar projects (Consolidation and Upgrade of Oracle) and attach completion certificates.  Include a brief description of similar item delivered to at <b>least Four (4) clients</b> , value of contracts, and contact person phone number and email addresses) for similar project. Evidence to be attached is: <ul style="list-style-type: none"> <li>• LSO or Contract.....<b>1 mark.</b></li> <li>• Reference letter from client and completion certificate...<b>2 marks</b></li> <li><b>Each client is - 3 marks</b></li> </ul> The bidder should have support office in Nairobi with minimum of two (2) support engineers. Attached Evidence i.e Business Permit/Office Lease agreement. <ul style="list-style-type: none"> <li>• Local Office.....<b>4 marks.</b></li> </ul>	<b>16</b>	<b>13</b>
	<b>Total Scores</b>	<b>28</b>	<b>23</b>
<i>Note: A bidder must meet the cut-off score in order to proceed to the next stage of evaluation</i>			



**“ADDENDUM”**

<b>8.1 FORM OF TENDER</b>
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. .... <i>[insert numbers]</i> the receipt of which is hereby duly acknowledged, we, the undersigned, offer to <b>Lot 1- Consolidation and Upgrade of KRA Oracle database</b> 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. we, the undersigned, offer to <b>Lot 2- Comprehensive Annual Maintenance Contract for Oracle ExaData Hardware for a period of two (2) years</b> 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 <b>335 days</b> 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 _____



**LOT 2: PROCURE OF ANNUAL MAINTENANCE CONTRACT FOR ORACLE EXADATA SYSTEMS.**

KRA hereby invites bids from prospective tenderers for a premier and comprehensive Annual Maintenance Services for the the listed equipment for a period of **two (2)** years. The equipment are located at the Authority's Data Centre in Times Tower, Haile Selasie Avenue. only companies that are authorised by the Oracle Local Office as Oracle Field Delivery Partner in Kenya are eligible to participate in this tender. The Successful bidder is required to provide Oracle Premium Services.

The maintenance contract is to run for a period of two (2) years, payable yearly with a service review after first year. Depending on the satisfaction of the service provided, KRA reserves the right to either extend for the remaining one (1) year or terminate the contract.

**1. General Mandatory Requirements**

Successful bidder:

1. Must have successfully executed at least one (1) Annual Maintenance Contract (AMC) of a similar or equivalent equipment for Government or any other reputable organization in Kenya within the last three (3) financial years for which completion certificate from the said organization is required to be submitted. In case of ongoing AMC, satisfactory execution certificate must be enclosed.
2. Shall provide OEM's Authorized Service Provider Certificate for the equipment. Any arrangement through a third party will **NOT** be accepted.
3. Must take part in a mandatory site survey to assess the scope of the required service .
4. Required to provide Preventive Maintenance Service (PMS), Corrective Maintenance Service(CMS) and Project Management proposal.
5. Should have a support office in Nairobi with minimum two(2) support engineers trained and certified on the equipment bid for.





## 2. Scope of Service

The scope of the Maintenance Support Services (MSS) entails preventive & corrective maintenance Services for all the specified hardware infrastructure and software/firmware upgrade as necessary. The scope involves comprehensive maintenance of all components covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spare parts and to ensure that the system/equipment is operational as per the negotiated SLA requirements.

### 2.1 Preventive Maintenance Services (PMS)

The services shall be conducted twice every year unless if recommended otherwise by an OEM for the items covered. The bidder will have to notify KRA of the preventive schedule not less than **fourteen (14) days** in advance for the processing of the required approvals. The following preventive maintenance services are required to be carried out by the successful bidder on a regular basis as per agreed schedule: -

- a. Inspection, cleaning of the equipment, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc. Bidder has to complete as per the schedule.
- b. Trouble shooting of all hardware components whenever required and / or communicated by KRA.
- c. Other preventive maintenance activities of components as per their manufactures' recommendations/ advice.
- d. Software/firmware updates and patches where applicable.

### 2.2 Corrective Maintenance Services (CMS)

Successful bidder shall carry out Corrective Maintenance Services as and when required upon receiving information of any fault in the equipment covered under the contract as per SLA. The bidder shall carry out troubleshooting & replacement of faulty equipment/ parts as and when required in co-ordination with the KRA contact person.

The successful bidder may be required to provide standby equipment / parts in substitution of the faulty equipment / parts, on an interim basis, if the expected time



to repair / replacement of faulty equipment / part is higher and the resultant downtime is affecting the whole system adversely.

The standby equipment / part shall be of similar configuration, in good condition, seamlessly integrate into the whole system/part and acceptable to KRA and a prior approval obtained from the Authority.

The successful bidder shall maintain an inventory of KRA complaints and details of the time taken to close a complaint as provided in the SLA. These reports will be forwarded to KRA every three (3) months or whenever required.

### **3. Project Management**

The Successful bidder will be required to appoint an Account manager for KRA account who will be responsible for managing the complete service delivery during the contractual arrangement between KRA and the bidder for preparation and delivery of all monthly as well as all invoicing relating to the services being delivered. The account manager responsibility essentially covers the following :

1. Overall responsibility for delivery of the AMC, Performance Measurement and Service Level Agreement (SLA).
2. Act as a primary interface to KRA for all matters that can affect the baseline schedule and cost of the project.
3. Act as the focal point for all regular and ad hoc communications with KRA.
4. Provide strategic and tactical recommendations in relation to technology-related issues.
5. Provide escalation to Bidders' senior management if required.
6. Conduct regularly scheduled project status meetings (as stated in the SLA).
7. Identify and resolve problems and issues together with KRA.
8. Preparation and delivery of all monthly reports

KRA will nominate a contact person(s) who will be responsible for the operationalization of the AMC and who will act as the single point of contact with the contractor relation to the management activity. The contact person(s) shall have the authority to act on KRA's behalf in all matters regarding this AMC.



#### **4. Reporting/Escalation Procedure**

Successful bidder will provide a detailed escalation procedure with telephone and email contacts for persons to be contacted.

Work order/ticket number shall be provided by the contractor for each call. KRA team shall provide assistance to successful bidder in order to diagnose the problem, however the responsibility of sending service engineer on timely basis lies solely on the successful bidder to attend the call, take the log (if required) and close the call within the time specified in the SLA.

#### **5. Service Level Agreement (SLA)/ Underpinning Contract (UC)**

The successful bidder shall maintain overall 99% uptime or higher (*as per the negotiated SLA/UC*) of equipment under AMC contract on monthly basis. Failing which KRA reserves the right to terminate the contract and forfeit the performance bank guarantee. In case a critical equipment breaks down due to which all commercial activity of the Data Center get hampered, these kind of event shall be treated as complete Data Centre downtime and SLA/UC shall be applied accordingly.

The SLA/UC will detail on response time matrix to be observed in the contract for the various incidents as dictated by its priority and its effect on the system operation. The response time matrix applicable as per KRA internal standards is as per Annexure 7.

The SLA/UC will detail the procedures, approvals and responsibility matrix to be observed for planed down times. Terms of Payment and Penalty for delay in services dictated by the reponse times will be negotiated as part of the SLA/UC.

Bidders are required to provide their proposed SLA/UC document in the tender document that will form basis of the negotiation.

#### **7. Technical Competence**

The successful bidder shall be liable to provide trained/ qualified service engineers (both Hardware and Software) to perform maintenance of equipment bided for. The successful bidder will be required to have at least two (2) trained engineers for equipment bided for CVs, copies of academic qualifications and the relevant professional certification must be provided.





**TECHNICAL EVALUATION CRITERIA****Important Notes**

1. Requirements numbers **1 to 6** are **Mandatory** and failure to meet any of them will render the whole bid none-responsive.
2. The Pass mark for **Other Requirements** is **40** out of 50 marks.

**TECHNICAL REQUIREMENT- PART A**

<b>MANDATORY REQUIREMENTS</b>		
	<b>Requirements</b>	<b>Bidder's Response Requirements</b>
1.	<b>Manufacturer's Authorization</b> The bidder must be OEM authorized system integrator/field delivery partner for sale, support and services of the OEM who meets the criteria under Eligible Goods and Services of the products being quoted in this bid. The bidder must attach Authorization Certificates for the quoted products from respective OEMs.	Requirement: Attached (FDP) OEM Authorization Certificates specific to this tender for the equipment.
2.	A technical proposal with an exhaustive details on scope of support and maintenance service for the following components: <ol style="list-style-type: none"> <li>i. Preventive Maintenance Services (PMS)</li> <li>ii. Corrective Maintenance Services (CMS)</li> <li>iii. Project Management</li> </ol>	Requirement: Detailed PMS, CMS and Project Management proposal.
3.	<b>Technical Competence</b> The bidder should have support office in Nairobi with minimum of two (2) support engineers.  At least two (2) officers trained for equipment bid for. Attached training certificates	Requirement: Evidence of an Office in Nairobi - lease certificate/utility bills Attached both academic and OEM professional certificates.
4.	Mandatory site survey to assess the scope of service.	Requirement: Signed Site Survey Document
5.	<b>Relevant work experience</b>  At least one (1) AMC (Annual Maintenance Contract) done for a similar or equivalent equipment for a Government institution or any other reputable organization in Kenya executed within the last three (3) financial years.	Requirement: Attached Completion Certificate(s) or Execution Certificate(s)/ AMC contract copy.



6.	Undertaking for authenticity of spare parts	Fill in the form (as per annexure 4) stamp and sign.		
<b>TECHNICAL REQUIREMENT- PART B</b>				
	<b>Requirements</b>	<b>Bidder's Response</b>	<b>Maxmu m score</b>	<b>Cutoff score</b>
7.	<b>SLA/UC</b> A proposed detailed response matrix to be observed in the contract (as per the best practices). This matrix will be part of the detailed SLA/UC to be negotiated with successful bidder. A response matrix that closely relates to the one for KRA is desired.		25	20
8.	<b>Escalation Procedure and Reporting Obligations</b> The bidder will provide a detailed escalation procedure with telephone and email contacts for persons to be contacted		25	20
		<b>Total</b>	<b>50</b>	<b>40</b>
<b>NOTE</b> <i>Bidders who shall score 40 marks and above shall proceed to Financial Evaluation.</i>				



**ANNEXES****ANNEXURE 1: LIST OF ORACLE EXADATA SYSTEMS COMPONENTS.**

Two (2) years Premier support is required for Oracle Exadata systems with the following components.

<b>Oracle Sun Exadata X6-2</b>			
<b>SERVERS</b>			
	<b>S/N</b>	<b>Server Type</b>	<b>Server Storage/ Size Configuration</b>
01	1706NM106A	Server X6-2	4 Disks @ SAS3 600GB 10K RPM 12 Gb/s
02	1701NM102K	Server X6-2	4 Disks @ SAS3 600GB 10K RPM 12 Gb/s
03	1701NM102K	Server X6-2	4 Disks @ SAS3 600GB 10K RPM 12 Gb/s
<b>STORAGE SYSTEM</b>			
01	1701NM70JM	Server X6-2L	12 x SAS 8TB 7200 RPM
02	1701NM70JP	Server X6-2L	12 x SAS 8TB 7200 RPM
03	1651NM703R	Server X6-2L	12 SAS 8TB 7200 RPM

*\* The Rack configuration also includes two (2) Infini Band switches*

<b>Oracle Sun Exadata X5-2</b>			
<b>SERVERS</b>			
	<b>S/N</b>	<b>Server Type</b>	<b>Server Storage/ Size Configuration</b>
01	1606NM1067	Server X5-2	3 X SAS2 600 GB 10K RPM 6 Gb/s
02	1602NM104E	Server X5-2	4 x SAS2 600GB 10K RPM 6 Gb/s
03	1602NM104B	Server X5-2	4 x SAS2 600GB 10K RPM 6 Gb/s
01	1606NMH002	Exalytics X5-4	6 Disks @ SAS 3 1.2TB 12 Gb/s 10K RPM
<b>STORAGE SYSTEM</b>			
01	1602NM70A7	Server X5-2L	12 x SAS 8TB 7200RPM
02	1602NM70PU	Server X5-2L	12 x SAS 8TB 7200RPM
03	1602NM70PV	Server X5-2L	12 x SAS 8TB 7200RPM

*\* The Rack configuration also includes two (2) Infini Band switches*



**Annexure 2: Manufacturer’s Authorization Certificate**

**Indicative Format for Manufacturer’s Authorization Form**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]*

Date: Reference RFP:

To:

WHEREAS

We \_\_\_\_\_, who are official manufacturers/OEM vendors of \_\_\_\_\_ having factories at \_\_\_\_\_ do hereby authorize M/s (**Name, complete address, city of the bidder**) to submit a bid the purpose of which is to provide support and services for all our products listed in above referenced RFP for this bid for entire project period, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract. We hereby undertake that we would provide the spares/ parts/ updates/ patches and support for the all the above mentioned product(s) during the contract period.

And therefore extend our full guarantee and warranty, with respect to the services offered by the above firm.

Our technical support/ assistance centers (**Name, address, phone, e-mail address details**) shall provide 24x7 supports over the following telephone Numbers (**please specify**) as well as web-based support (**please specify the URL**).

Signed with seal / stamp by the Manufacturer/OEM Vendor:

Name: .....

Title: .....

Dated on ..... day of ....., .....



**Annexure 3: Price Schedule for the AMC for Exadata systems for Lot 2.**

<b>Comprehensive AMC for Exadata Machines</b>				
<b>No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	<b>Oracle Sun Exadata X6-2</b> (with all the components and accessories as defined in annex 1)	One (1) system		
2.	<b>Oracle Sun Exadata X5-2</b> (with all the components and accessories as defined in annex 1)	One (1) system		
<b>Sub-Total</b>				
<b>Vat (14%)</b>				
<b>Annual Maintenance Contract for Year 1</b>				
<b>Annual Maintenance Contract for Year 2</b>				
<b>Grand Total to be moved to Form of Tender in Kes</b>				





**Annexure 4: Undertaking for Authenticity of Spare Parts**

(Certificate to be issued on the company's **Letterhead**)

**Reference:** ..... **Date:** .....

This has reference to the spares/ components/ parts/ assembly/ firmware to be supplied to you under the contract period.

We hereby undertake that all the spares/ components/ parts/ assembly/ firmware to be supplied by us, as and when required, shall be original/ genuine spares/ components/ parts/ assembly/ firmware from respective OEMs of the products and that no refurbished/ duplicate/ second hand spares/ components/ parts/ assembly/ firmware shall be used/ supplied/ installed during the contract period.

Also, that it shall be sourced from the authorized source for use in Kenya. In case, we are found not complying with above during any point of time throughout the contract period, we agree to take back the same and replace the same with the original/ genuine spares/ components/ parts/ assembly/ firmware at our own cost and downtime, if any, during such event shall not be considered as planned downtime.

(Signature with seal / stamp of the company)

Name: ..... Designation: .....



**Annexure 5: Bidder’s List of Engineers**

(Attach CVs, Academic & Professional Certificates)

No.	Name of the Engineer	Designation	Qualifications including Technical Qualification	Working with organization since (date)
1.				
2.				
3.				

**Annexure 6: Signed-off Site Survey Form**

**MANDATORY SITE SURVEY FORM**

Name of Site: ..... Date: .....

Description of site survey work .....

.....

Name of Company Representative: .....

Sign: .....

Name of Company: .....

Official Stamp: .....

**Kenya Revenue Authority**

Officer’s Name: ..... Sign: .....

Date & Official Stamp: .....



**Annexure 7: Respoinsse Matrix**

<b>Priority</b>	<b>Definition</b>	<b>Response time</b>	<b>Resolution Time</b>
Priority 1 ~ Critical Impact	Service Down (all work stops)	Response Immediate	2 hours.
Priority 2 ~ High Impact Localized Disruption	Group Inoperative (Group work stops) e.g. access to multiple locations	within 30 minutes	4 hours.
Priority 3 ~ Moderate Impact	Individual work is stopped	within 2 hours	8 hours.
Priority 4 ~ Minimal Impact	(Work can continue) e.g. Software functionality problems	within 4 hours	24 hours.
Priority 5~ Scheduled Process	Individual Configuration (work can continue) e.g. Software upgrades, scheduled computer replacements/relocations/new installations*. IT equipment Repair	within 1 day	48 hours.

