



TENDER DOCUMENT

FOR

**PROVISION OF AN ANNUAL MAINTENANCE CONTRACT (AMC)
SERVICE FOR KRA ORACLE EXADATA FOR A DURATION OF TWO
(2) YEAR**

KRA/HQS/NCB-059/2019-2020

TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 2817022
EMAIL: eprocurement@kra.go.ke
NAIROBI, KENYA.

**CLOSING DATE: 26th February, 2020
TIME: 11:00 AM**

**PRE-BID DATE: 31st January, 2020
TIME: 11:00 AM**

**Mandatory Site visit dates: 31st January and 6th February 2020 at
11.00AM**

CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

	MANDATORY REQUIREMENTS	Attached
1.	Copy of Certificate of Registration	
2.	Power of Attorney (except for sole proprietorship)	
3.	Valid Tax Compliance Certificate	
4.	Filled, Signed and stamped Confidential Business Questionnaire	
5.	Tender Security - Kshs 200,000.00 valid for 365 days i.e. until 24 th February 2021.	
6.	Manufacturer Authorization/ proof of dealership	
7.	A filled, signed and Stamped Form of Tender	
8.	Mandatory Site visit Form	
9.	Reference letter from a bank showing ability to acquire credit (<i>letter to be within the last 6 months</i>)	
REMARKS		

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KENYA REVENUE AUTHORITY

Tender Notice

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

NO.	DESCRIPTION	ELIGIBILITY	PRE- BID DATE AND TIME	CLOSING DATE AND TIME
1	KRA/HQS/NCB-059/2019-2020: PROVISION OF AN ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR KRA ORACLE EXADATA EQUIPMENT	OPEN	31st January, 2020 11.00 AM Times Tower	26th February, 2020 11.00 AM Times Tower

- Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the Deputy Commissioner-Supply Chain Management, Times Tower Building, 25th Floor.
- A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the Tender Tab.
- Mandatory site visit** is scheduled for 31st January 2020 after pre-bid briefing. Those who will not make it on 31st January 2020 can visit either on 6th February, 2020.
- Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on KRA Website under Tenders
- Completed Bids are to be saved as PDF documents marked “**KRA/HQS/NCB-059/ 2019-2020: : Provision of an Annual Maintenance Contract (AMC) Service For KRA Oracle Exadata Equipment** and submitted electronically to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **26th February 2020 at 11.00 a.m.**
- Submission shall strictly be done Electronically via KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed **within 24 hours to the tender closing date and time.**
- Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building.**
- An original hard copy of the Bid Security of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at **Times Tower Building**, Ground Floor any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

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

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall complete provision of services by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 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 sub-contractors) 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 **Mandatory site visit is scheduled on 31st January 2020 or 6th February, 2020 during working hours (8.00 am – 5.00pm)** the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Provision of Services

The bidder shall commit shall commit to offer annual maintenance under the terms and conditions provided in the tender document.

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 tender document is free of charge and shall be downloaded from the website.
All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4 The 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) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) 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 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 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.

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

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 the Authority'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.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Authority and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non-responsive, pursuant to paragraph 2.22.

- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Authority.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27;
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28.

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 Authority pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.
- 2.15.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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 Bidders to note that the COMBINED TECHNICAL AND FINANCIAL proposal shall be submitted through the KRA supplier portal. The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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 Sealing and Marking of Tenders

- 2.17.1 Tenders must be received by KRA electronically not later than **26th February 2020 AT 11.00AM.**

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than **26th February 2020 AT 11.00AM**
- 2.18.2 The Authority 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 Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 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
- 2.19.2 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.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.8
- 2.19.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Authority shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20

Opening of Tenders

- 2.20.1 The Authority will open all tenders in the presence of Tenderers' representatives who choose to attend, at **11:00 AM** on "**26th February, 2020**" in the location specified in the Invitation to Tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 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 Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Authority will prepare minutes of the tender opening.

2.21

Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Authority may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Authority in the Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.22

Preliminary Examination

- 2.22.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors- there shall be no correction of errors. Bidders are advised to ensure that their arithmetic are correct.
- 2.22.3 The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Authority 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 Authority and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the Authority 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.

2.24 Evaluation and Comparison of Tender

- 2.24.1 The Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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.
- 2.24.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.24.5 The KRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.24.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
- (a) ***Operational Plan***
The KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the KRA's required delivery time will be treated as non-responsive and rejected.
 - (b) ***Deviation in Payment Schedule***
Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment

schedule. The KRA may consider the alternative payment schedule offered by the selected tenderer.

2. 24.7 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

2.25 Preference

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

2.26 Contacting the Kenya Revenue Authority

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Authority on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Authority in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Authority 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.

2.27.2 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 Authority deems necessary and appropriate.

2.27.3 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 Authority will proceed to the next lowest evaluated tender to make a similar

determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 The Authority 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.

(c) KRA's Right to Vary Quantities

- 2.27.5 The Authority reserves the right at the time of contract award to increase or decrease the scope of the service.

(d) KRA'S Right to Accept or Reject Any or All Tenders

- 2.27.6 The Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Authority's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 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.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

- 2.29.1 At the same time as the Authority notifies the successful tenderer that its tender has been accepted, the Authority will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Authority

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Authority, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31

Corrupt or Fraudulent Practices

- 2.31.1 The Authority 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	This invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Bidders are supposed to have appropriate and valid business registration.
2.1.2	The declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire
2.3.2	Bidders are advised to download free of charge a soft copy from the KRA website.
2.10.4	Tender Validity Period is 335 days from 26th February 2020 Tender prices are to be quoted in Kenya Shillings or any other freely convertible currency.
2.13.1	The clause-by-clause commentary of the technical specifications is given in the Clause by clause tables of Technical specifications.
2.16.2	All the bids shall be submitted electronically. The Authority will not accept hardcopy tenders.
2.17	This tender is based on the one bid system. The bidder must submit a bid with technical proposal and a financial proposal combined. A bid security of Kshs 200,000.00 valid for 365 days i.e. 24 th February 2021 is required. Mandatory site visit is scheduled on 31st January 2020, and 6th February 2020 at 11.00am . Bidders need to attend only attend once. Site Visit Contact Person: Francis Tel 0727 329 258
2.18.1	Opening of Technical and financial Proposals will be done in public at the time of closing the tender. 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1

Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
 - (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
 - (e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.
 - (f) “GCC’ means the General Conditions of Contract
 - (g) “SCC’ means the Special Conditions of Contract
 - (h) “Day’ means calendar day

3.2

Application

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

3.3

Standards

3.3.1 Standards

The services provided under this Contract shall conform to the standards mentioned in the list of requirements

3.5

Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Authority’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Authority’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 Authority.

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Authority and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Authority, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Authority and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 The Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Authority.
- 3.8.4 The Authority'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 tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer 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 tenderer 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 Payment

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

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

3.13 Prices

3.13.1 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.

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

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

3.14 Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Authority's prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

3.16 Termination for Default

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

- (a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the

Authority;

- (b) if the tenderer fails to perform any other obligation(s) under the Contract;
- (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the Authority 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.

3.17

Liquidated Damages

3.17 If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

3.18

Resolution of Disputes

3.18.1 The Authority and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19

Language and Law

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

Indemnity

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

3.20

Force Majeure

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

3.21

Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.8	The Annual Maintenance Contract (AMC) Service for KRA Oracle Exadata Equipment will be supplied and delivered at Times Tower Data Centre. Conditions of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LPO).
3.12	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within sixty (60) days from the date of delivery, commissioning and signing of acceptance report for capital expenses. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer e.g. SLA.
3.13	Prices Prices charged by the tenderer for Services provided 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. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to Corporate Business Centre, Nairobi, Kenya
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 twenty (20) days. No deliveries shall be accepted after the twentieth 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 working days.
3.19	The language of all correspondence and documents related to the

bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.21

Notices

Kenya Revenue Authority

Deputy Commissioner- Supply Chain Management

Times Tower Building, 25th Floor,

P.O Box 48240– 00100 GPO,

Tel. +254 020 2817022

Nairobi, Kenya.

Email eprocurement@kra.go.ke

website: www.kra.go.ke

PROVISION OF AN ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR KRA ORACLE EXADATA EQUIPMENT

5.3 Tender Responsiveness criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents is **MANDATORY** and 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.

	Description of Criteria
1.	Submission of Tender Documents <ul style="list-style-type: none">▪ Power of Attorney¹ (except for sole proprietorship)▪ Bid security of Kshs 200,000.00 valid until 24 February 2021▪ Manufacturer's authorization/accreditation as required in the schedule of requirements▪ Dully filled, signed and stamped Form of tender.▪ Mandatory Site Visit Form
2.	Company Profile <ul style="list-style-type: none">▪ Attach copy of Registration of Business/Certificate of Incorporation▪ Duly filled, signed and stamped Confidential Business Questionnaire

1

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

3.	Social Obligations Submit certificate of compliance for the following; <ul style="list-style-type: none"> ▪ Valid Tax Compliance Certificate
4.	Bank reference letter (should be within the last 6 months)

5.4 Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and a bidder shall be allocated scores.

Description of Criteria	Maximum Scores	Cut off score
Key Personnel Competency Profiles Attach C.Vs and certificates of least two (2) technical key staff with relevant technical experience (Oracle trained/certified and authorized to handle oracle installations) The training should be supported by oracle professional certificates. Degree – 2marks Academic diploma/certificate.....1mark Oracle Certificate .....2 mark	8	4
Experience/Reputation of the Firm Provide evidence of past undertaking of similar projects (annual maintenance of oracle servers) and attach completion certificates. Include a brief description of similar item delivered to at least 2 clients, value of contracts, and contact person phone number and email addresses) for similar equipment. Evidence to be attached is LSO/Contract/Reference letter from client. Each client is - 6marks	12	6
TOTAL SCORES	20	10
Note: <i>A bidder must meet the cut-off score in order to proceed to the next stage of evaluation</i>		

5.5 Tender Evaluation Criteria

The tender evaluation criteria will be as shown below. -

Criteria	Maximum Score/Requirement
Tender Responsiveness	Mandatory
Vendor Responsiveness	10/20
Technical Evaluation	Part 1: Mandatory Part 2: Maximum score is 10 marks and cut off score is 6
Financial Evaluation	Award will be to the Lowest evaluated responsive bidder
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the maintenance service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

SECTION V - TECHNICAL SPECIFICATIONS

ANNUAL MAINTENANCE CONTRACT FOR ORACLE EXADATA EQUIPMENT

Introduction

KRA hereby invites bids from prospective tenderers for a Comprehensive Annual Maintenance Services for the the listed equipment for a period of **two (2)** years. The equipment is located at the Authority's Data Centre in Times Tower, Haile Selasie Road. Details of the equipment is as contained in Annexure 1.

The Oracle Exadata Equipment is restricted to only companies that are formally authorised by the Oracle Local Office as Oracle Field Delivery Partner in Kenya, to which KRA will seek an official concurrence. The Successful bidder is required to provide Oracle Premium Services.

The Successful bidder(s) is/are required to provide Oracle Exadata maintainance services as per the proposed schedule of rates in Annexure 3. The successful bidder(s) is/are envisaged to meet stringent uptime requirement for the equipment so as to ensure smooth and continuous operations of the Data Centre. The bidder is also required to negotiate an SLA with the Authority for the AMC that will be based on the KRA's internal standards.

The maintenance contract is to run for two (2) years with a service review after one year. Depending on the satisfaction of the service provided, KRA reserves the right to either extend the contract for the remaining one (1) year or terminate it. Bidders are strongly advised to take part in a site survey to assess the scope of the service

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 for the last last three (3) financial years for which completion certificate from the said organization is to be submitted. In case of ongoing AMC, satisfactory execution certificate needs to be enclosed.
2. Shall provide Oracle Field Delivery Partner Certificate for the Oracle Exadata equipment concerned. Any arrangement through a third party will **NOT** be accepted.
3. Required to provide Preventive Maintenance Service (PMS), Corrective Maintenance Service(CMS) and Project Management proposal.

4. The bidder should have support office in Nairobi with minimum 3 support engineers on company payroll with at least two (2) officers trained in the specific equipment involved.

After expiry of the Contract, all the machines are to be handed over by the outgoing AMC Contractor to the in - charge or to the new AMC Contractor within 7 working days of expiry of Contract in working conditions and a certificate to this effect is required to be obtained by the Contractor from the concerned Officer in-charge of the maintenance and to be produced along with the final claim of the AMC charges. The faults pointed out by new AMC Contractor during the inspection before takeover of the equipments are to be rectified within next one working day by the outgoing AMC Contractor, and any further delay in rectification of faults thus pointed out shall make him liable for imposition of penalty as per AMC terms and conditions applicable to outgoing AMC Contractor. Failure to handover all the machines within 7 days will attract penalty at the rate negotiated in the SLA/UC.

2. Scope of Service

The scope of the Maintenance Support Services (MSS) entails preventive & corrective maintenance Services for all the specified Oracle Exadata hardware infrastructure and upgrade. This 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. Following preventive maintenance services are required to be taken up by the bidder on a regular basis as per decided 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 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 bidder may provide standby equipment / parts in substitution of the fault equipment / parts, for time being, if the expected time to repair / replacement of faulty equipment / part is higher and downtime caused due to this is affecting the whole system adversely.

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

The 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 period between KRA and the bidder for preparation and delivery of all monthly as well as all invoicing relating to the services being rendered.

The project 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 shall be responsible for the operationalization of the AMC and who shall 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*) for the Oracle Exadata 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 goes down due to which all commercial activity of the Data Center provided by the equipment get hampered, this kind of event shall be treated as complete service 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 6**

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

6. Training

The successful bidder shall be expected to work closely with KRA technical staff, the contracted bidder will be expected to plan and conduct knowledge/skill transfer as appropriate.

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 trained engineers for every equipment bided for. Resumes and copies of certification shall be provided.

Technical Evaluation Criteria

Important Notes

- a) Requirement numbers **1 to 5** are **Mandatory** and that failure to meet any of them will render the whole bid unsuccessful.
- b) The Pass mark for **Other Requirements** is 6 out of 10 marks.

MANDATORY REQUIREMENTS		
	Requirements	Bidder's Response Requirements
1.	Manufacturer's Authorization The bidder shall provide Oracle Premium Support Service and have experience in provision of Oracle Platinum Service.	Provide necessary certification as proof of compliance with this Premium Support requirement.
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"> i. Preventive Maintenance Services (PMS) ii. Corrective Maintenance Services (CMS) iii. Project Management 	Requirement: Detailed PMS, CMS, US and Project Management proposal.
3.	Technical Competence The bidder should have support office in Nairobi with minimum 3 support engineers on company payroll (as per annexure 5) At least two (2) officers trained per equipment bided for Attached training certificates	Requirement: Evidence of an Office in Nairobi Attached both academic and professional certificates.
4.	At least one (1) AMC (Annual Maintenance Contract) comprising of similar or equivalent equipment for Government or any other	Requirement: Attached Completion Certificate(s) or Execution Certificate(s)

	reputable organization in Kenya for the last last three (3) financial years.			
5.	Undertaking for authenticity of spare parts	Fill in the form (as per annexure 4) stamp and sign.		
OTHER REQUIREMENTS				
	Requirements	Bidder's Response	Maximum score	Cutoff score
6.	SLA/UC 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.		5	3
7.	Escalation Procedure and Reporting Obligations The bidder will provide a detailed escalation procedure with telephone and email contacts for persons to be contacted		5	3
		Total	10	6
NOTE <i>Bidders who shall score 6 marks and above shall proceed to Financial Evaluation.</i>				

ANNEXES

ANNEXURE 1: LIST OF EQUIPMENT

Oracle Exadata

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

Oracle Sun Exadata X5-2			
	S/N	Server Type	STORAGE TYPE/SIZE CONFIGURATION
01	1606NM1067	Server X5-2	3 X SAS2 600 GB 10K RPM 6 Gb/s NVMe
02	1602NM104E	Server X5-2	4 x SAS2 600GB 10K RPM 6 Gb/s NVMe
03	1602NM104B	Server X5-2	4 x SAS2 600GB 10K RPM 6 Gb/s NVMe
01	1606NMH002	Exalytics X5-4	6 Disks @ SAS 3 1.2TB 12 Gb/s 10K RPM NVMe
	1602NM70A7	Server X5-2L	12 x SAS 8TB 7200RPM NVMe
	1602NM70PU	Server X5-2L	12 x SAS 8TB 7200RPM NVMe
	1602NM70PV	Server X5-2L	12 x SAS 8TB 7200RPM NVMe

Sun Oracle Storage (Robot)			
	S/N	Storage Type	Modules
01	RLSL3GU001391	Storagetek SL3000	578000210688 578000210687 578000213454 578000213456 578000213448 578000213452 578000213457 578000213453 EMSL3GU001454

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

Instructions

1. The BOQ template is to be filled as it is without any modification.
2. Any additional information should be attached as a separate document.

Annual Maintenance Contract (AMC) Service For KRA Oracle Exadata Equipment						
Bidder's Name:						
No	Serial No.	Item Model / Description	Basic Unit Price/ Year	Other Charges (specify)	VAT	Total Amount
	1	2	3	4	5	3+4+5
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Note: Grand total Cost to be carried to the form of tender.

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)

	Name of the Engineer	Designation	Qualifications including Technical Qualification	Working with organization since (date)
1.				
2.				
3.				

Annexure 6: Response Matrix

Priority	Definition	Response time	Resolution Time
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.

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

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 **provide an Annual Maintenance Contract (AMC) Service For KRA Oracle Exadata Equipment** 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 Supply delivery, Installation and testing of 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 Kenya Revenue Authority

4. We agree to abide by this Tender for a period of **335 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General				
1.1	Business Name	..... .....	
1.2	Location of Business Premises.	.....	
1.3	Plot No.....	Street/Road	.....
	Postal Address .....	.....	
	Tel No.	Fax	E mail	
1.4	Nature of Business ,.....	.....	
1.5	Registration Certificate No.	.....	
1.6	Maximum Value of Business which you can handle at any one time – Kshs.	.....	
1.7	Name of your Bankers	Branch	.....
Part 2 (a) – Sole Proprietor				
2a.	Your Name in Full	Age	.....
2a.	Nationality	Country of Origin		
2	Citizenship Details			
Part 2 (b) Partnership				
2b.	Given details of Partners as follows:			
1	.....		
2b.	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
2	.....		
	1.....			
			
	2.....			

.....
 3.....

 4.....

Part 2 (c) – Registered Company

2c. Private or Public
 1

2c. State the Nominal and Issued Capital of Company-
 2
 Nominal Kshs.
 Issued Kshs.

2c. Given details of all Directors as follows
 3

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
<u>Shares</u>		
1.....		
2.....		
3.....		
4.....		
5.....		

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____

3.2 If answer in '3.1' is **YES** give the relationship.

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____

3.4 If answer in '3.3' above is **YES** give details.

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____

3.6 If answer in '3.5' above is **YES** give details.

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

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?
YES _____ No _____

3.8 If answer in '3.7' above is **YES** give details:

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

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

3.1 If answer in '3.9' above is **YES** give details
0

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

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

Date Signature of Candidate

.....

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of critical Data centre equipment [*name and/or description of the equipment*]

(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between KRA) of Kenya [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain works] and has accepted a tender by the tenderer for the supply of those works in the sum of
.....
[*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the Service 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 Service 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 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 ____
_____ to Provide [*description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[Amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority
P.O Box 48240 – 00100,
Nairobi,.**

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy commissioner,
Supply Chain Management,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

For: Commissioner General