



**STANDARD TENDER  
DOCUMENT FOR**

**PROVISION OF CUSTODIAL SERVICES  
FOR KRA STAFF PENSION SCHEME FOR A  
PERIOD OF THREE (3) YEARS.**

**TENDER NO.  
KRA/HQS/NCB 071/2019-2020**

**TIMES TOWER BUILDING  
P.O. BOX 48240 – 00100,  
TEL: +254 02 310900  
EMAIL: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)  
NAIROBI, KENYA.**

**PREBID DATE: 19<sup>TH</sup> MARCH, 2020 AT 11.00 AM**

**CLOSING DATE: 2<sup>ND</sup> APRIL, 2020 AT 11.00 AM  
TIMES TOWER**

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# KENYA REVENUE AUTHORITY

## TENDER NOTICE

Kenya Revenue Authority hereby invites bids from interested eligible bidders for the following tender:-

NO.	REFERENCE	DESCRIPTION	CLOSING	
			DATE	TIME
1	KRA/HQS/NCB - 071/2019-2020	PROVISION OF CUSTODIAL SERVICES FOR KRA STAFF PENSION SCHEME FOR A PERIOD OF THREE (3) YEARS	THURSDAY 2 <sup>ND</sup> APRIL 2020	11.00 AM

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,  
P.O Box 48240– 00100 GPO,  
Tel. +254 020 2817022  
Nairobi, Kenya.  
Email: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)  
website: [www.kra.go.ke](http://www.kra.go.ke)

A complete set of tender documents may be obtained by interested candidates upon payment of the non-refundable fee of **Kshs. 1,000 or can be downloaded from KRA Website free of charge**. Bidders who download the documents MUST register their details with the Authority using the following email address: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke).

Prices quoted must be inclusive of all taxes and should remain valid for at least Three Hundred and Thirty five (335) days after the deadline of submission of the tenders.

**Tenders must be accompanied by a security in the form and amount specified in the tender documents, and deposited in the Tender Box located on the Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi on or before 11.00 AM on the closing date as indicated.** Tenders will be opened immediately thereafter in the Convention Centre on the 5th floor, Times Tower Building in the presence of candidates' representatives, who choose to attend.

**Tender Documents submitted after 11.00 am, THURSDAY, 2<sup>ND</sup> APRIL, 2020 shall not be accepted for evaluation irrespective of circumstances.**

Completed Tender documents should be submitted in plain sealed envelopes and clearly marked "KRA/HQS/NCB-071/2019 -2020" and addressed to:

**The Commissioner General**  
Kenya Revenue Authority  
Times Tower  
P.O Box 48240 – 00100 GPO,  
Nairobi.

Convention Centre 5th Floor of Times Tower Building. Interested bidders are invited to attend.

Kenya Revenue Authority reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender.

**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 to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1, 000/=.
- 2.2.3 The KRA shall allow the Tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these Instructions to Tenderers;
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements

- (v) Details of Service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire
- (x) Tender Security Form
- (xi) Performance Security Form
- (xiii) Declaration Form

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

## **2.4 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender document may notify the KRA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KRA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the KRA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents".

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

## **2.5 Amendment of Documents**

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

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

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

**2.6 Language of Tender**

- 2.6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the KRA, shall be written in English language. Any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

**2.7**

**2.7.1 Documents Comprising of Tender**

- The tender prepared by the Tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
  - (b) Documentary evidence established in accordance with Clause 2.11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished is in accordance with Clause 2.12
  - (d) Confidential business questionnaire.

**2.8**

- Form of Tender**
- 2.8.1 The Tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

**2.9**

- Tender Prices**
- 2.9.1 The Tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 Contract price variations shall not be
- 2.9.4 allowed for contracts not exceeding one year (12 months



- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the KRA within 30 days of receiving the request

**2.10 Tender Currencies**

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

**2.11 Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the KRA's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

**2.12 Tender Security**

- 2.12.1 The Tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - a) A bank Guarantee.
  - b) Cash.
  - c) Such Insurance Guarantee Approved by the Authority.
  - d) Letter of Credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KRA as non-responsive, pursuant to paragraph 2.20.
- 2.12.6 Unsuccessful Tenderer's security will be discharged or returned as promptly as soon as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the KRA.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

- 2.12.8 The tender security may be forfeited:
- (a) If a Tenderer **withdraws** its tender **during** the period of tender validity specified by the KRA on the Tender Form; or
  - (b) In the case of a successful Tenderer, if the Tenderer fails:
    - (i) to sign the contract in accordance with paragraph 30
- or**
- (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the Tenderer rejects, correction of an error in the tender.

## **2.13**

### **Validity of Tenders**

- 2.13.1 Tenders shall remain valid for **335 days** or as specified in the invitation to tender after date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as nonresponsive.
- 2.13.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14**

### **Format and Signing of Tender**

- 2.14.1 The Tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15**

### **Sealing and Marking of Tenders**

- 2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the KRA at the address given in the invitation to tender
  - (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE THURSDAY, 2<sup>ND</sup> APRIL, 2020”**
- 2.15.2 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the KRA will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16**

### **Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the KRA at the address specified under paragraph 2.15.2 not later than **THURSDAY, 2<sup>ND</sup> APRIL, 2020” at 11:00 AM.**
- 2.16.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the KRA as provided for in the appendix.

## **2.17**

### **Modification and Withdrawal of Tenders**

- 2.17.1 The Tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the KRA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The KRA shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

## **2.18**

### **Opening of Tenders**

- 2.18.1 The KRA will open all tenders in the presence of Tenderers' representatives who choose to attend, at 11.00 AM on **"THURSDAY, 2<sup>ND</sup> APRIL, 2020"** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The KRA will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

## **2.19**

### **Clarification of Tenders**

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

## **2.20**

### **Preliminary Examination and Responsiveness**

- 2.20.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of

the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The KRA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

## **2.21**

### **Conversion to a Single Currency**

- 2.21.1 Where other currencies are used, KRA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22**

### **Evaluation and Comparison of Tenders.**

- 2.22.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 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.
- 2.22.4 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.

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

2.22.6 To qualify for contract awards, the Tenderer shall have the following:-

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

**2.23**

**Contacting the KRA**

2.23.1

Subject to paragraph 2.19, no Tenderer shall contact the KRA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.1

Any effort by a Tenderer to influence the KRA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderers tender.

**2.24**

**Award of Contract**

**(a) Post Qualification**

2.24.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the Tenderer, pursuant to paragraph 2.1.2, as well as such other information as the KRA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award

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

**(b) Award Criteria**

- 2.24.4 Subject to paragraph 2.29 the KRA will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The KRA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the KRA's action. If the KRA determines that none of the Tenderers is responsive; the KRA shall notify each Tenderer who submitted a tender.
- 2.24.6 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

**2.25**

**Notification of Award**

- 2.25.1 Prior to the expiration of the period of tender validity, the KRA will notify the successful Tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the Tenderer and the KRA pursuant to clause 2.29. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

**2.26**

**Signing of Contract**

- 2.26.1 At the same time as the KRA notifies the successful Tenderer that its tender has been accepted, the KRA will simultaneously inform the other Tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return into the KRA.



- 2.26.3 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.

## **2.27**

### **Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the KRA, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.
- 2.27.2 Failure of the successful Tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KRA may make the award to the next lowest evaluated or call for new tenders.

## **2.28**

### **Corrupt or Fraudulent Practices**

- 2.28.1 The KRA requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A Tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The KRA will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to all Registered Custodial Pension Scheme firms, who have appropriate and valid accreditations to Provide Custodial Services for a period of 3 years (Renewable).
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire form.
2.3.2	The fees charged for a complete set of tender documents is One Thousand Kenya Shillings <b>(1,000.00)</b> only, or the equivalent in freely convertible currency and <b>free of charge</b> if downloaded from the Kenya Revenue Authority website.
2.10.4	Tender Validity Period <b>335 days</b> from closing date of the
2.11.1	Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency.
2.13.3	The clause-by-clause commentary of the technical requirements is given on table on page30.
2.14.1	<p>A tender security registered with the Authority is required and can be in the form of:</p> <ol style="list-style-type: none"> <li>1. Cash</li> <li>2. Bank Guarantee</li> <li>3. Guarantee issued by an Insurance Company or</li> <li>4. Letter of Credit</li> </ol> <p><b>Tender security is required for this tender -Tender Security of Kshs. 1,000,000.00</b> valid for (365) days after the tender closure date.</p>
2.16.2	The bidder must provide an appropriate written Power of Attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on one-envelope bid system. The bidder must submit a bid which has a combined technical proposal and a financial proposal in one envelope. Bids must be submitted in <b>TWO copies</b> marked <b>“ORIGINAL”</b> and <b>“COPY.”</b>

2.18.1	Time, date, and place for bid opening are: <b>11:00 am , local time, on THURSDAY, 2<sup>ND</sup> APRIL, 2020”</b> Place: <b><i>Convention Centre, 5<sup>th</sup> Floor, Times Tower Building.</i></b>
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	City: <b>Nairobi</b> Country: <b>Kenya</b> .
2.20	Opening of Bid documents will be done in public at the time of closing the tender.
2.22	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.24	The bid evaluation will take into account technical factors in addition to cost factors. The weight for <b>price is 20%</b> while the weight for <b>technical specifications is 80%</b> . Bidders must conform to the specific Technical Requirements in Section IV.
2.25	KRA shall not grant any margin of preference.
2.27.4	The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid Score will be calculated for each responsive bid.  The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award.
2.30	The performance security required will be <b>10%</b> of the Contract Value.

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the KRA and the Tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the contractor including materials and incidentals which the Tenderer is required to provide to the KRA under the Contract.
- (d) “The KRA” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
- (e) “The contractor means the individual or firm providing the services under this Contract.
- (f) “GCC” means general conditions of contract contained in this section (g) “SCC” means the special conditions of contract
- (h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Use of Contract Documents and Information**

- 3.4.1 The Tenderer shall not, without the KRA’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.
- 3.4.2 The Tenderer shall not, without the KRA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the KRA and shall be returned (all copies) to the KRA on completion of the Tenderer’s performance under the Contract if so required by the KRA.

### **3.5 Patent Rights**

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

### **3.6**

#### **3.6.1 Performance Security**

Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the KRA the performance security where applicable in the amount specified in Special Conditions of Contract.

#### **3.6.2**

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

#### **3.6.3**

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KRA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

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

### **3.7 Inspection and Tests**

3.7.1 The KRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KRA shall notify the Tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the Tenderer or its subcontractor(s). If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the KRA may reject the services, and the Tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KRA.

3.7.4 Nothing in paragraph 3.7 shall in any way release the Tenderer from any warranty or other obligations under this Contract

### **3.8 Payment**

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

### **3.9 Prices**

3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Tenderer in its tender or in the KRA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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

### **3.11 Termination for Default**

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

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

3.11.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Tenderer shall be liable to the KRA for any excess costs for such similar services.

### **3.12 Termination for Insolvency**

The KRA may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KRA.

### **3.13 Termination for Convenience**

3.13.1 The KRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the contract.



terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination the KRA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The KRA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special Conditions of contract with reference to the General Conditions of Contract.

<b>General Conditions of Contract Reference</b>	<b>Special Conditions of Contract</b>
3.1	The tender is open to all Registered Custodial Pension Scheme firms, who have appropriate and valid accreditations to Provide Custodial Services for a <b>period of 3 years.</b>
3.6	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 <b>10%</b> of the contract value.
3.8	The Kenya Revenue Authority's payment terms are that payment shall be made within thirty (30) days from the date of
3.9	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. All prices quoted by the Tenderers must be inclusive of all taxes,
3.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final
3.19	The language of all correspondence and documents related to the bid is: <b>English.</b> Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into
3.17	The applicable law is the Kenyan Law.

3.18

The address of the Kenya Revenue

Authority is: **Kenya Revenue Authority**

**Deputy Commissioner-Supply Chain  
Management**

**Times Tower Building, 25th Floor**

**P.O Box 48240– 00100 GPO,**

**Tel. +254 020 310900**

**Nairobi, Kenya.**

**Email [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)**

**website: [www.kra.go.ke](http://www.kra.go.ke)**

## SECTION V - SCHEDULE OF REQUIREMENTS

### (a) Procurement Services

No.	Description	Delivery schedule
1	Provision of Custodial Services for KRA Staff Pension Scheme for a period of Three (3) Years.	Immediately after signing of contract.

### (b) Instructions on Submission of Bids

- (i) The Tenderer must submit a one (1) envelope bid in the following format: Proposal comprising of the following documents presented in the order given:

<b>Section</b>	<b>Document</b>
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Power of Attorney
D	Business Registration Certificate/ Certificate of Incorporation
E	Key Staff Competency Profiles
F	Details of major Clients
G	Tender Security
H	Valid Tax Compliance Certificate
I	Bidders Reference Site Form
J	Reference Letter from Bank
K	Clause-by-Clause response to the requirements in Section V
L	Combined Technical and Financial Proposal

### (ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

**ORIGINAL TENDER (Combined Technical & Financial)**

**A KRA/HQS/NCB-071/2019-2020**

**COPY OF TENDER (Combined Technical & Financial)**

**B KRA/HQS/NCB-071/2019-2020**

The envelopes shall then be sealed in an outer envelope and addressed to:

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

## A. Tender Responsiveness Criteria

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> ▪Power of Attorney <sup>1</sup> ( exempt for sole proprietors)
<b>2.</b>	<b>Company Profile</b> ▪Attach copy of Registration of Business/Certificate of Incorporation ▪Duly filled, signed and stamped Confidential Business Questionnaire Form
<b>3.</b>	<b>Reference from the Bank</b> Valid Reference Letter from the Bank (at Least Within the last 6 (six) Month)
<b>4.</b>	<b>Social Obligations</b> Submit Valid Tax Compliance Certificate <sup>2</sup>
<b>5.</b>	Valid Certificate of registration with Capital Markets Authority (CMA)
<b>6.</b>	Valid Certificate of registration with Retirement Benefits Authority (RBA)
<b>7.</b>	CBK registration Certificate
<b>8.</b>	Certified Audited and signed accounts for the last three (3) years,
<b>9.</b>	A valid Professional Indemnity Insurance Cover worth Kenya Shillings Five Hundred Million( <b>Kshs.500,000,000</b> )
<b>10.</b>	List of Directors with respective shareholding and details of their citizenship.
<b>11.</b>	Must Submit a <b>Tender Security of Kshs. 1,000,000.00</b> valid for (365) days after the tender closure date.

### **NB: The tender submission shall;**

- i. Have table contents pages clearly indicating Sections and Page Numbers.
- ii. Have pages in the whole document bound, numbered in the correct sequence, serialized and initialed.

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

<sup>2</sup> A Current Certificate of Compliance should be sought from the KRA in the case of local suppliers or agents. International bidders will be required to swear an affidavit to the effect that they have complied with taxation requirements in their count

**B. Vendor/ Technical Evaluation Criteria**

The following criteria will be used in the evaluation of all potential **Custodian**.

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 80% of the total tender evaluation.

	<b>Description of Criteria</b>	<b>Max. Score</b>	<b>Cut –Off score</b>
<b>1.</b>	<p><b>Capability</b>  <b>Professional Qualifications</b>                      The Custodian (firm) shall be:</p> <ul style="list-style-type: none"> <li>i) Minimum experience of 10 years in Custodial Services.... (5Pts)</li> <li>ii) Duly registered as Custodial service providers ....(3Pts)</li> <li>iii) The Custodian shall provide evidence of Professional Indemnity Insurance cover with a reputable <b>insurance company Kshs. 500 Million</b>...(4Pts)</li> <li>iv) The Custodian shall submit Curriculum vitae of at least one Lead Custodian and three (3) other Key personnel proposed as part of the custodian team ....( <b>Attach CV/Resume</b>)</li> </ul> <p><b>Lead Custodian (1) –</b>                      Masters.....4 points                      Degree.....3 points</p> <p><b>Associates (3)</b>                      Degree.....2 points                      Diploma.....1 point</p> <p><i>(Academic Certificates (Economics, Finance, Banking or any other related areas) should be attached.</i></p>	<b>22</b>	<b>18</b>
	<p><b>2. Experience</b>                      The Custodian Must demonstrate experience in carrying out Custodial services for Pension schemes with a <b>Fund value of Ksh. Five (5) billion or more</b>(Attach written and certified references from at least <b>five(5)</b> existing clients complete with telephone &amp; email address)..... <b>(3Pts for each)</b></p> <p><b>Lead Custodian(1)</b>                      Over 10 years’ experience.....6Pts                      5-10 years’ experience.....5pts                      3-5 years’ experience.....4pts                      1-2 years’ experience.....3Pts</p>	<b>30</b>	<b>24</b>

	<p><b>Associate(3)</b>  Over 5 years' experience.....3Pts each  3-5 years' experience.....2pts each  1-3 years' experience.....1pt each</p> <p><b>NB:</b> Provide copies of CV's and Certificates for all proposed staff in this assignment.</p>		
3.	<p><b>Adequacy of the Proposed Methodology in responding to the Terms of Reference. The Custodian should capture in the proposal how the following will be handled;</b></p> <p>(a) Whether there is preparation of periodic alerts or newsletters on your investment to the clients (provide evidence).....(4Pts)</p> <p>(b) Advising on legislative developments concerning income treatment received from investments (provide evidence)..... (4Pts).</p> <p>(c) The Internal control systems in relation to custody of scheme assets..... (5Pts).</p> <p>(d) A copy of sample client agreement..... (3Pts).</p> <p>(e) The Turnaround time for providing reports after month and quarter end..... (4 pts)</p> <p>(f) Excellent Client Relations (Attach reference letter from client)- (4 pts)</p> <p>(g) Program for training and transfer of relevant skills....(4 pts)</p>	<b>28</b>	<b>22</b>
	<b>Total Score</b>	<b>80</b>	<b>64</b>

**NOTE**

The total score will be to **80 marks** and a cut- off score of **64 marks** to be considered for bidders to proceed on technical evaluation

**Additional disclosure by the tenderer**

The tendering firm must give disclosure of any on-going legal proceedings, investigations and /or adverse findings that may impact on its performance or reputation.

***The minimum total technical score (technical requirements ) required to be considered for Financial Evaluation is 64 points and any proposal that fails to achieve this score shall be rejected***

**(C) Tender Evaluation Criteria**

The tender evaluation criteria is weighted as follows; -

<b>Criteria</b>		<b>Maximum Score/ Requirement</b>	<b>Cut Off Marks</b>
Tender Responsiveness		Mandatory	Met
Technical Evaluation	Vendor Requirements	80	64
	Technical Requirements		
Financial Evaluation		Lowest Technically qualified bidder	
<b>Post Qualification Evaluation</b>		<b>KRA has an option to undertake a due diligence to ascertain its capability of delivering the custodial service and/or to the successful bidder's reference sites to confirm the authenticity of the service rendered and the scope of work done.</b>	



## SECTION VI – TERMS OF REFERENCE

### Particulars

This tender covers the **Provision of Custodial Services for KRA Staff Pension Scheme for a period of Three (3) Years.**

#### 1. Background

The Kenya Revenue Authority Staff Retirement Benefits Scheme was established under an irrevocable trust on 1 October, 1995 and operates on a defined contribution basis. It covers all permanent and pensionable employees. As at 31<sup>st</sup> December 2019, the Scheme had 4,372 active in-service members, 191 deferred members and 467 dormant members.

The Trustees of the Scheme are reviewing their custodial arrangements and seek proposals from custodians for an active pension fund of approximately **Ksh.22.8 Billion**. The custodian will be responsible for the safekeeping of existing and future fund assets of the Scheme.

#### 2. Objective of the assignment

The main objective of this assignment is to ensure that the assets of the Scheme are kept safely and adequate records of financial transactions are maintained independently of the scheme administrator, fund manager, property manager and any other service providers.

#### 3. Scope of the work

The custodian's key responsibilities are as follows:

- a) Receiving contributions made by the employer and employees towards the Pension scheme;
- b) The safekeeping of all the Scheme assets including cash, securities, title documents and deeds;
- c) Processing The settlement of all transactions in accordance with the instructions received from the fund manager;
- d) Providing the Trustees with statements of the assets and the cash flows;
- e) Undertaking all appropriate administration relating to the Scheme's assets;
- f) Processing all dividends and tax reclaims in a timely manner;
- g) Recording, monitoring and reconciling all activities of the fund manager and custodian, based on the electronic take-on of data from the parties, encompassing the identification and resolution of any mismatches between

positions as stated by the fund manager, custodian and the audited financial statements;

- h) Dealing with corporate actions;
- i) Receiving and recording all dividends, interest and other income due to the Scheme and crediting them to the Scheme;
- j) Ensuring compliance with prevailing legislations and also advising on legislative developments concerning income treatment received from investments.
- k) Providing the administrator and trustees with quarterly valuations of the Scheme's assets and details of all transactions during the quarter;
- l) Providing details in a timely manner to the scheme administrator for performance Measurement Purposes.

### **Terms of Payment of Scheme Custodial Fees**

Payment of Scheme Custodial Fees will be on a **monthly basis** in accordance with the signed Custodial Agreement.

### **Mandatory/Statutory requirements**

The firm should provide information/documentation indicating that they are qualified to provide Scheme Administration services which should include:-

- i. Certificate of Company Registration/ Incorporation,
- ii. Valid Certificate of Registration as Scheme Administrators issued by the Retirement Benefits Authority (RBA),
- iii. Valid reference letter from a bank at least within the six (6) months.
- iv. Must submit a tender security of **Kshs 1,000,000.00** valid for **365 days** after the tender closure date.
- v. Valid KRA Tax Compliance Certificate for the firm,
- vi. Audited and signed accounts for the last three (3) years,
- vii. A valid Professional Indemnity Insurance Cover worth Kenya Shillings Five Hundred Million(**Kshs.500,000,000**)
- viii. Valid Certificate of registration with Capital Markets Authority (CMA).
- ix. Dully filled, signed and stamped confidential Business questionnaire
- x. List of Directors with respective shareholding and details of their citizenship.

### **Technical Requirements:**

This tender covers procurement of services; **Provision of Custodial Services for KRA Staff Pension Scheme for a period of Three (3) Years.**

Bidders should give a detailed methodology for Performing the Assignment. The Custodial Manager should address how they will deliver the each of the services listed on the scope of work above.

**Appendix 1: BIDDERS REFERENCE SITE FORM**

**PROJECT SUMMARY FOR EACH REFERENCE SITE**

Please provide the following information on the listed reference clients;

1. Entity/Client Name: .....

2. Brief description of the clients business:

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

3. Brief description of the project:

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

4. Duration of project implementation (dates): .....

5. Value of the project: .....

6. Contacts of referee: .....

7. Contact person: .....

8. Title: .....

9. Telephone Contact: ..... E-Mail Address: .....

10. Signed and stamped/sealed by bidder: .....

11. Name of the Authorized Person: .....

Designation: .....

**SECTION VII - PRICE SCHEDULE FOR PROVISION OF  
CUSTODIAL SERVICES FOR KRA STAFF PENSION SCHEME  
FOR A PERIOD OF THREE (3) YEARS.**

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

NO.	DESCRIPTION OF SERVICE	FREQUENCY	AMOUNT FEES INCLUSIVE OF VAT (KES)
1.	Provision of Custodial Services for KRA Staff Pension Scheme for a period of Three (3) Years.	Annual Fee for Year 1	
		Annual Fee for Year 2	
		Annual Fee for Year 3	
		<b>Grand Total Cost (To be carried to the Form of Tender- KES)</b>	

**FINANCIAL BREAKDOWN**

FREQUENCY	AMOUNT Fees (%age) INCLUSIVE OF VAT
Percentage of Safekeeping/ Custody Charges	
Charges per Transaction	

**Note:**

1. *In case of discrepancy between unit price and total, the unit price shall prevail*

**Bidder's Signature** -----

**Date** -----

**Official Stamp** -----

## SECTION VIII- STANDARD FORMS

### Notes on the Sample Forms

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

## 8.1 FORM OF TENDER

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: KENYA REVENUE AUTHORITY  
P. O. BOX 48240 – 00100  
NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide ( ..... **(Provision of Custodial Services for KRA Staff Pension Scheme for a period of Three (3) Years.)** in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver 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 ..... ( *KRA*).

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

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

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

\_\_\_\_\_   
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<b>Part 1 – General</b>	
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 .....
<b>Part 2 (a) – Sole Proprietor</b>	
2a.1	Your Name in Full ..... Age .....
2a.2	Nationality ..... Country of Origin .....
	• Citizenship Details .....
<b>Part 2 (b) Partnership</b>	
2b.1	Given details of Partners as follows:
2b.2	<u>Name      Nationality      Citizenship Details      Shares</u>

	1..... .....
	2..... .....
	3..... .....
	4..... .....
<b>Part 2 (c) – Registered Company</b>	
2c.1	Private or Public ..... .....
2c.2	State the Nominal and Issued Capital of Company-
	Nominal Kshs. ....
	Issued Kshs. ....
2c.3	Given details of all Directors as follows
	<u>Name</u> <u>Nationality</u> <u>Citizenship</u> <u>Details</u> <u>Shares</u>
	1..... .....
	2..... .....
	3..... .....
	4..... .....
	5..... .....

<b>Part 3 – Eligibility Status</b>	
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 <b>YES</b> 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 <b>YES</b> give details. ..... ..... ..... ..... ..... .....
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it’s affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in „3.5“ above is <b>YES</b> 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 <b>YES</b> give details: ..... ..... ..... ..... .....
3.9	Have you offered or given anything of value to influence the procurement process? Yes _____ No _____
3.10	If answer in „18“ above is <b>YES</b> give details ..... ..... ..... .....

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

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

### 8.3 TENDER SECURITY FORM

Whereas .....[name of the Tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

- (a) fails or refuses to execute the Contract Form, if required;
- or (b) fails or refuses to furnish the performance security, in accordance with the instructions to Tenderers;

we undertake to pay to the KRA up to the above amount upon receipt of its first written demand, without the KRA having to substantiate its demand, provided that in its demand the KRA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between.....[name of KRA] of .....[country of KRA](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 materials and spares. viz.....[ **Provision of Custodial Services for KRA Staff Pension Scheme for a period of Three (3) Years.**] and has accepted a tender by the Tenderer for the **Provision of Custodial Services for KRA Staff Pension Scheme for a period of Three (3) Years.** in the sum of .....[contract price in words and figures]

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 Tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares 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 \_\_\_\_\_.

## 8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS..... [name of Tenderer]

(hereinafter called "the Tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to supply.....

[Description services](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 figures],*

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 your 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\_\_\_\_  
\_\_\_\_\_

Signature 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

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 institution], 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 and in full effect from the date of the advance payment received by the Tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_ [name of bank or financial institution]

\_\_\_\_\_ [address]

\_\_\_\_\_ [date]

## 8.7 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 whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy Commissioner,  
Procurement & Supplies  
Services,  
Haile Selassie Avenue, Times Tower, 25<sup>th</sup>  
Floor Telephone: +254-020-2817022  
Email: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)

FOR: **Commissioner General**