



**TENDER DOCUMENT
FOR
SUPPLY, DELIVERY, INSTALLATION AND
COMMISSIONING OF AN ELECTRONIC
QUEUE MANAGEMENT SYSTEM**

**TENDER NO.
KRA/HQS/NCB-062/2018-2019**

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

CLOSING DATE: 6TH JUNE, 2019 AT 11.00 AM
PREBID DATE: 24TH MAY, 2019 AT 10.00 AM

MAY 2019

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SECTION I

INVITATION TO TENDER



Tender Notice

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

NO	DESCRIPTION	ELIGIBILITY	PRE BID- DATE, TIME AND VENUE	CLOSING DATE AND TIME AND VENUE
1	<p>KRA/HQS/NCB-062/2018-2019:</p> <p>SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ELECTRONIC QUEUE MANAGEMENT SYSTEM</p>	OPEN	<p>24TH MAY , 2019</p> <p>10.00 AM</p> <p>iSUPPORT OFFICE, GROUND FLOOR, TIMES TOWER BUILDING</p>	<p>6TH JUNE, 2019</p> <p>11.00 AM</p> <p>iSUPPORT OFFICE, GROUND FLOOR, TIMES TOWER BUILDING</p>

- Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
- For assistance on the Supplier Portal or Registration visit any KRA Procurement office Countrywide or email: srmsupport@kra.go.ke.
- Technical Qualification requirements; Refer to Section V of the bidding document.
- Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **6th June, 2019** at 11.00 a.m. **Note: Submission should strictly be done to KRA E-Procurement Portal.**
- Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **iSupport Office at Ground Floor, 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 above

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.

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

Description of Criteria – Mandatory documents	
	Submission of Tender Documents
	Duly filled, Signed and Stamped Form of Tender
	Bid security of Kshs 200,000.00 valid for 365 days ie 5 th June 2020
	Duly Filled, Signed and Stamped Confidential Business Questionnaire
	Power of Attorney (Sole Proprietors exempted).
	Manufacturer/Dealer Authorization Letter.
	Attach a copy of Certificate of Incorporation or Business Registration Certificate
	Letter of Reference from a bank (at least within the last six (6) months
	Valid Tax Compliance Certificate
	Site visit - Mandatory at times tower.

Note

Mandatory site visit is scheduled for **24th May 2019** and **29th May 2019** at 10.00 a.m. - Times Tower.

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 the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The bid document shall be downloaded from the KRA website free of charge.

2.4 Content of Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers.

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire.

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

2.5

Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6

Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, at its discretion, may extend the deadline for the submission of tenders.

2.7

Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14
 - (e) Confidential business questionnaire.

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.
- 2.10.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

Where contract price variation is allowed, the variation shall not exceed

- 2.10.6 25% of the original contract price.
Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 2.10.7

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the KRA's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the KRA's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the KRA; and
- (c) a clause-by-clause commentary on the KRA's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 Tender security is not a requirement for this tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non responsive.

2.15.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender

2.16 Format and Signing of Tender

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

2.16.2 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-

of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17

Deadline for Submission of Tenders

- 2.17.1 Tenders must be submitted to KRA through the supplier portal not later than **6th June, 2019 at 11.00am**. The system shall not permit submission after the said date and time.

KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

- 2.17.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18

Modification and Withdrawal of Tenders

- 2.18.1 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded.
- 2.18.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.
- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.
- 2.18.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6 The KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.19

Opening of Tenders

- 2.19.1 KRA shall open all the submitted tenders in the presence of tenderers' representatives who choose to attend, in the location specified in the Invitation to Tender on **11:00 AM on 6th June, 2019.**
- 2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.19.3 The KRA will prepare minutes of the tender opening.

2.20

Clarification of Tenders

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

2.21

Preliminary Examination

- 2.21.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.22**Conversion to Single Currency**

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

2.23**Evaluation and Comparison of Tenders**

- 2.23.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.23.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.24**Preference**

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

2.25**Contacting Kenya Revenue Authority**

- 2.25.1 Subject to paragraph 2.21, no tenderer shall contact the KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.25.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26**Award of Contract****(a) Post-qualification**

- 2.26.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.
- 2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The KRA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

(c) KRA's Right to Vary Quantities

2.26.6 The KRA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

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

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

(e) Notification of Award

2.26.8 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.

2.26.9 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.

2.26.10 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.27 Signing of Contract

2.27.1 At the same time as the KRA notifies the successful tenderer that its tender has been accepted, the KRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.27.2 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.

2.27.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KRA.

2.28

Performance Security

2.28.1 Performance security of 10% shall be required for this tender.

2.29

Corrupt or Fraudulent Practices

2.29.1 The KRA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Revenue Authority of the benefits of free and open competition;

2.29.2 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is Open to all firms
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke .
2.10.4	Bid Validity Period is 335 days from the tender Closing Date.
2.13.3	The technical specifications are given in pages 26-55 .
2.14	Tenders security of Kshs 200,000.00 is required and should be valid till 5th June 2020
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder (exempted for Sole Proprietor).
2.17	<p>The bidder shall submit technical and financial proposals electronically via the supplier portal in the respective folders within the tendering period. The Tender shall open on 6th June, 2019 at 11:00 hours. local time,</p> <p>Place: Convention Centre on the iSupport Office at Ground Floor of Times Tower Building</p> <p>Street: Haile Sellasie Avenue</p> <p>City: Nairobi</p> <p>Country: Kenya.</p>
2.19	The tender valid is 335 days . The tender Opening and closing date is 6th June 2019 .
2.21	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the</p>

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.

2.23

The bid evaluation will take into account the completeness of bid, vendor evaluation and technical evaluation.

Bidders must conform to the specific Technical Requirements in Section V.

2.24

Preference

KRA will not grant any preferences for purposes of bid comparison.

2.26.4

The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially.

The bid then with the lowest price shall be considered for award

2.28

The performance security of **10% is required.**

Bidders shall be required to install the solutions at the locations specified below;

NAIROBI	SOUTHERN	CENTRAL	NORTHERN	WESTERN	SOUTH RIFT	NORTH RIFT
Sameer Park	Mombasa	Nyeri	Embu	Kisumu	Nakuru	Eldoret
Railways	Malindi	Thika	Machakos	Kisii	Naivasha	Kitale

MANDATORY SITE VISIT

Mandatory site visit is scheduled for **24th May 2019** and **29th May 2019** at 10.00 a.m. - Times Tower.

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 tendered, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tendered under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tendered is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
- (e) “The Tendered’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

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

3.5.2 The tendered shall not, without the KRA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the KRA on completion of the Tenderer’s performance under the Contract if so required by the KRA.

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Tender performance Security of 10% is required.

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tendered or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the KRA.

3.8.4 The KRA's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or

damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12

Indemnity

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

3.13 Payment

- 3.13.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.
- 3.13.2 Payments shall be made promptly by the KRA as specified in the contract.

3.14

Prices

- 3.14.1 Prices charged by the tendered for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tendered in its tender.
- 3.14.2 Contract price or quantity variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.14.3 Where the cumulative value of all contract variations request should not result in an increment of the total contract price by more than twenty five (25%) of the original contract price.
- 3.14.4 The price or quantity variation shall be executed within the period of the contract; and
- 3.14.5 The request shall be processed by the procuring entity within 30 days of receiving the request.

3.15

Assignment

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

3.16

Subcontracts

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

3.17

Termination for Default

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

- (a) if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the KRA;
 - (b) if the tendered fails to perform any other obligation(s) under the Contract;
 - (c) If the tendered, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.17.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.18 Liquidated Damages

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

3.19 Resolution of Disputes

- 3.19.1 The KRA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.20 Language and Law

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

3.21 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	Performance Bond Performance bond will required for this tender which is 10%.
3.10	Delivery The system must be delivered at Times Tower Building at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Purchase Order (LPO). The requirements may be adjusted by giving a short notice.
3.12	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
3.13	Prices Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender. No Contract shall be varied upwards with twelve (12) months from the date of signing of the Contract.
3.17	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty, amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, "days" means calendar days.
3.18.1	Resolutions of Disputes Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the

preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19

Language and Law

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

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for goods.

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

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

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

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

5.1.2 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product/service

5.2 Particulars

Kenya Revenue is intending to procure **supply and delivery of Telephone Headsets as detailed in the price schedule.**

5.3 **Technical Requirements:**

This tender covers the Supply, Delivery, Installation And Commissioning of An Electronic Queue Management System

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

TERMS OF REFERENCE

1. PROJECT BACKGROUND

Kenya Revenue Authority is driven by strategic outcomes thrusts as articulated in the 7th Corporate Plan. The strategic outcomes are:

- Enhance revenue through improved compliance
- Improve business climate by facilitating compliance with Tax and Customs laws and trading nationally and across borders
- Become a data and intelligence driven organization
- Build public confidence by entrenching integrity, professional competence and customer focus amongst our staff.

In order to improve business climate, KRA aims to achieve a quantum leap in customer service, characterized by high levels of customer satisfaction. This will be achieved by ensuring that our taxpayers are served in a coordinated and efficient manner through our Redesigned Service Delivery Model. The model will ensure standardized and seamless service delivery across all customer touch points. Kenya Revenue Authority offers its customers services through various touchpoints. They currently include:

1. Telephone,
2. E-Mail,
3. Written Correspondence,
4. Digital Platforms (e.g. iTax, Simba – iCMS),
5. Social Media Platforms,
6. Face to Face outlets (e.g. Border Posts, Tax Service Offices and Huduma Centres)

The project focus is Service Centres, which are the first point of contact for customers in Tax Service Offices countrywide. KRA currently has 38 Service Centres based in Tax Service Offices and 2 standalone Service Centres. These centres handles an average of about 60,000 visitors per month through its doors. This translates to about 3,000 visitors a day or 720,000 visitor per annum. The aim of the project is to transform the current physically managed queue system at KRA service centres into an electronic ticket-based queue management system, which will offer seamless support to customers and staff.

1.1 Problem Statement

The customers served by KRA have different service requests, which vary in complexity and urgency. There has been an increase in the number of customers seeking various services leading to extended queues and waiting times particularly during tax due dates. Various challenges are experienced/ observations have been made in the management of this.

A. Floor management:

- Manual queue management. Need for customers to move from one chair to another as they are waiting for service.
- Manual direction to correct service queue. Some difficulty in observing first come first serve basis when serving customers.

B. Difficulty in accurately monitoring:

- Customer footfall trends
- Turnaround time for service
- Staff productivity
- Customer waiting time
- Nature of queries/ transactions

This is due to the fact that manual records are currently employed for this process.

C. Customer demographics:

- Some customer segments continue to require face-to-face interactions
- Low levels of technology adoption (PC/ Smart phone based not USSD)
- Complexity of product – Tax

1.2 Objectives

Physical Queues are hard to manage and are cumbersome especially when the number of walk in customers is high. The electronic management of queues will allow for improved service delivery and increased customer satisfaction as well as improved internal processes.

For the Queue Management solution to solve the problems faced by physical queues at KRA, it has to achieve the following objectives:

- a. **Automated queue management:** Process improvement by providing an automated/electronic solution for managing the queues at different KRA locations. This shall enable the organisation improve the efficiency in handling and directing walk-in customers to the correct service station.
- b. **Data driven decision making:** Customer insights and performance data collected and used to improve service delivery. E.g. Turnaround Time, Waiting Time
- c. **Predictive analysis:** Enhanced Resource Management by predicting the nature of queues and service requests at KRA so as to allow for the adequate allocation and monitoring of resources and training of personnel.
- d. **Communication and Education:** Ability to display customer/taxpayer specific information in service outlets thereby increase dissemination of messaging and marketing campaigns.
- e. Perform **monitoring and evaluation** of services and personnel through feedback and reporting mechanisms so as to ensure improved service delivery and the rewarding of performing staff.

D.EXPECTED SOLUTION

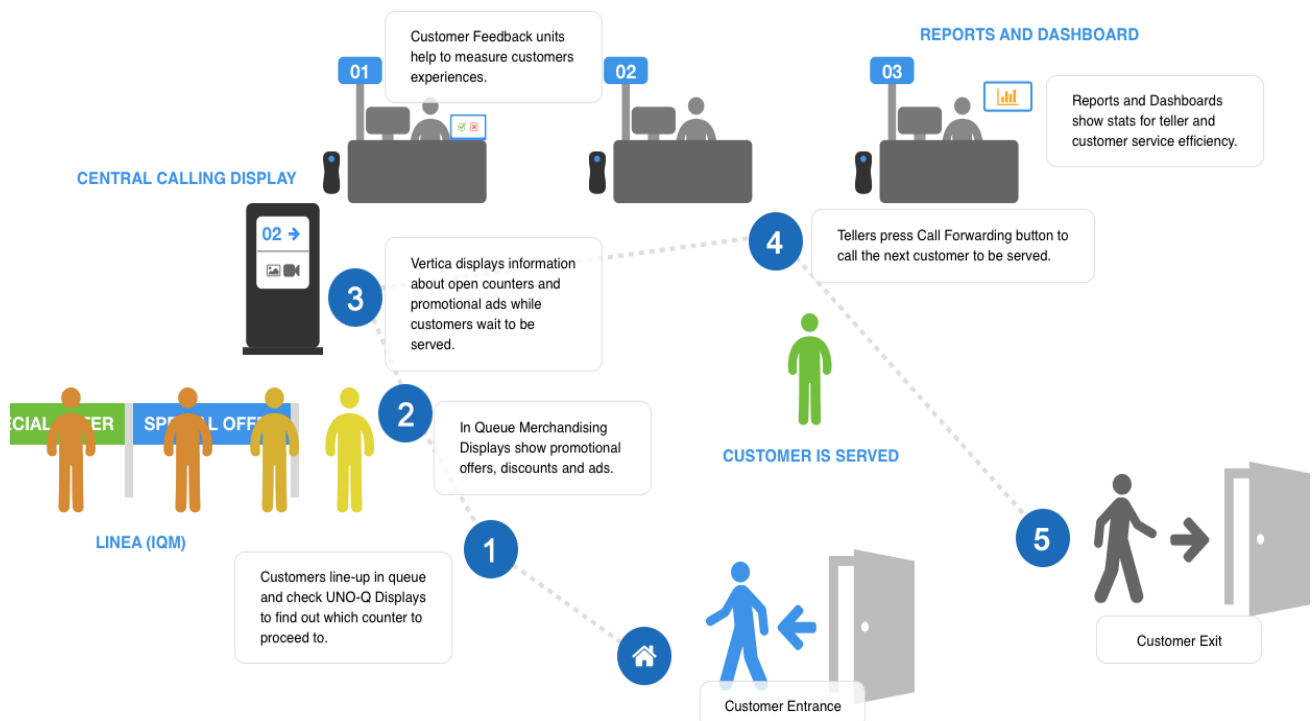
The electronic Queue Management System will be enable increased efficiency and effectiveness in managing customer floor management and wait-times and as such improve customer satisfaction levels by improving service delivery. It will do this by having the following features:

- Predictive Analysis & Customer Journey Mapping
- Queue control and smart routing of customers to specific counters
- Workforce management reports
- Real time reporting/ monitoring and alert mechanisms e.g. staff activity, breached SLAs e.t.c.
- Historical reporting - provision of performance insights via reports and dashboards
- Enable engagement of waiting customers with digital signage
- Customisable solution – ability to choose fundamental and optional features.
- Scalability – to number of locations and counters

2.1 Customer Journey

The Customer/taxpayer journey will be composed of the following steps:

1. Customer/Taxpayer walks into a KRA Office/Station
2. Customer selects the type of service they would like to receive from the Ticket Dispenser Unit (TDU) and the TDU prints out a token with the queue number and other relevant information e.g. Expected wait times and number in queue
3. Customer is seated as the Status Display Unit (SDU) displays tickets being served and at what counters as well as other branding, signage and promotional information materials.
4. Customer can also check which ticket is being served at which counter from the Counter Display Unit (CDU)
5. The Counter Personnel server the customers and calls up the next customer through the Teller Station Unit (TSU) and speaker system as the correct ticket is displayed on the CDU
6. Served customer can provide feedback through the Counter Feedback Unit (CFU)
7. Customer proceeds out the queue to next level of support or out of the building.



2.2 Scope of Work

The vendor will be required to undertake the following activities in order to deliver on the project:

A. Provide, install and configure an automated queue management system that:

1. Allows KRA's customers to check in, at an electronic kiosk, for, or access relevant KRA services
2. Generates a numbered and/or lettered ticket with details as defined in section 3;
3. Refers the customer to the appropriate window or location to be served, through on-screen displays and by automated voice prompts;
4. Provides KRA staff with online status of pending visits in various queues;
5. Alerts staff when a customer is waiting for service;
6. Monitors and provides reporting functions on wait times and queue performance statistics for management and performance reporting requirements;

B. Installation of the system in 15 locations in KRA. Installation shall be phased.

Phase 1 shall be a pilot conducted at the Banking Hall – Times Tower.

Phase 2 shall be to install the QMS in the locations below:

NAIROBI	SOUTHERN	CENTRAL	NORTHERN	WESTERN	SOUTH RIFT	NORTH RIFT
Sameer Park	Mombasa	Nyeri	Embu	Kisumu	Nakuru	Eldoret
Railways	Malindi	Thika	Machakos	Kisii	Naivasha	Kitale

The criteria for locations for QMS installation is highlighted below:

- Service Centres that are hosted within the Regional Tax Service Offices;
- Service Centres that have served an average of 2,000 customers per month

C. Provide the necessary hardware and networking equipment to achieve the above other than software servers.

D. Provide the Following Services to achieve the above:

1. Project Management
2. System analysis
3. Software Development

4. Testing
5. Installation
6. Knowledge exchange and training
7. Maintenance as required

E. Provide training upon initial implementation and upon subsequent updates on:

1. Regular usage of the system
2. Support
3. Maintenance and support of the associated hardware
4. Reporting capabilities
5. Management capabilities

F. Timelines.

The Phase I project plan must be agreed upon within five business days of contract award. Phase II may be scheduled at a later date by mutual agreement.

G. Term: One-time implementation project.

2.3 Project Deliverables

The following is required to satisfy the terms of the electronic Queue Management System project:

1. Project plan and schedule.
2. Design documents that show that the queue management system meets all requirements listed in the Section 3 and as defined in the contract.
3. Presentation of the completed queue management system that shows that the system meets the functional requirements in Section 3.
4. System documentation (functional and technical).
5. Testing and deployment plan.
6. Users Acceptance Test and sign off on all functionality listed in the requirements in section 3.
7. Knowledge transfer plan as well as training documentation and actual training of KRA personnel
8. Regular project status meetings with the KRA eQMS Project Implementation Team

Assumptions, Constraints and Risks

1. There shall be no period based licenses since in the event of lapse/expiry of such licenses, service delivery will be hampered.
2. The QMS Solution will NOT be a subscription service from a vendor since the number of counters and the traffic flow at the service centres fluctuate based on tax return period deadlines.
3. The solution is expected to withstand load and requests from multiple devices. Further, the system should be browser based for it to be operating system independent.

INSTRUCTIONS TO BIDDERS

- Bidders are required to fill the table below or use its format to respond.
- Bidders **MUST** provide substantive responses **FOR ALL FEATURES** irrespective of any attached technical documents. Use of **YES, NO, TICK, COMPLIANT ETC** will be considered **non-responsive**.
- Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.
- Bidders must meet the provided minimum specification.
- Part A of the functional requirement will be rating by PASS/FAIL
- Part b of the functional requirement will attract scores to a maximum of 70 and the cut off score shall be 55/70.
- **Bidders should therefore provide substantive response** to enable them qualify to the financial stage.

2. SYSTEM REQUIREMENTS

3.1 Functional Requirements -PART A

Item	Description	Bidders Response
1.	A Queue Token/Ticket that can be customized as per the requirements of the organization with the following features:	
1.1	Unique token number for every ticket and every service	
1.2	Average waiting time - service wise	
1.3	No of customers ahead in the queue – service wise	
1.4	Date and time when token is printed.	
1.5	Welcome message/Promotional Information	
1.6	Must provide a feature that allows for customization of organizational assets such as the KRA logo, brand colors	
1.7	Must provide a feature that allows for the	

	customization of branch name	
1.8	The system should enable customizable inputs by the customer before issuing the token e.g. Name, Mobile phone Number, PIN Number, Agent Number etc.	
1.9	The system should have the capability of priority ticketing based on prescribed services.	
1.10	The printed ticket should contain Service requested and Department/Unit	
1.11	The printed tickets must be perforated for ease of use by the visually impaired	
1.12	The system should have a feature to SMS token on Mobile Number	
1.13	The system should have scheduled appointment function capability	
2.	Digital Signage (Status Display Unit) The system must have the following capabilities:	
2.1	Browser-based Master Display with image and video promotions: a) with ability to display multiple contents simultaneously i.e. promotional video(s) and other relevant content	
	b) The content should be customizable. e.g. masked customer mobile number (last 5 digits visible), currently logged in User at a specific counter etc.	
2.2	Set time slots (start day and end day) for display of various content depending on the tax season and time of the day (Prime time /non-prime)	
2.4	The display should allow for text scroll messages for announcements, emergency messages etc.	

2.5	The screen should have an audio-visual means for directing / routing customers and also entertain waiting customers	
2.6	The ability to control content displayed centrally.	
2.7	The ability to displays number of Customers waiting	
2.8	The system should allow for customization of text pattern e.g. scrolling/ still text and speed of scroll	
2.9	The system should allow for customization of text font style, font size, colour	
3.10	The system should be able to send alerts to the respective supervisor when the token dispenser runs out of paper or when an error is detected.	
3.	Call Pad (Teller Station Unit) Features and Functionality	
3.1	Multi-lingual system - Can announce the tickets calling in English and Kiswahili based on the Authority's requirement.	
3.2	The system should have the capability to send an alert when the threshold set on the total number of customer in queue is exceeded.	
3.3	The system must have a provision for inputting credentials i.e. login ID and password for every user	
3.4	The system should allow a user to transfer a ticket to another teller and assign it as a priority ticket.	
3.5	The system should allow the user to announce/call a ticket multiple times	
3.6	The system should allow the user to hold / defer call which keeps the token on hold to call it later	
3.7	The system should allow the user to skip a token if	

	it is not appearing after multiple calls	
3.8	The system should have the ability to: a) Route customers to different stations for any additional services without having to restart the queuing process again. b) The token transfer option displays the names of counters the user can transfer the token to	
3.9	Transfer can also be on priority for VIP or emergency	
3.10	The user can send a text message as remark while transferring the token for special comments	
3.11	Call pad allows the Staff to see the number of customer waiting with the waiting time of each customer	
3.12	Staff can log into the solution and be authenticated. The solution has different access roles and privileges for each type of defined user (Normal User, Administrator, Manager, etc.).	
3.13	QMS effectively keeps a log of all the activities within the system e.g. record insertions, updates and deletions with the corresponding user details, date and time of change.	
3.14	Facility to add remarks to each token. The remarks are visible to every successive operator to whom this token is forwarded. Next operator can add his own remarks	
3.15	Forward-back a token. An operator can forward-back a token to another service. On completion at forwarded service, the token is returned back to sender counter on priority	
3.16	Facility to call by Ticket Number	
3.17	The Solution should also be a feedback unit that allows a user the option to provide generic	

	feedback or also write a comment about a particular service	
3.18	The feedback can also be based on a rating of a particular service or a customizable question e.g. “What is your opinion on the waiting area”	
3.19	The system should allow integration with SMS service for sending of customer feedback and surveys	
3.20	The system should send SMS link to collect the feedback once the token is completed	
4.	CDU (Counter Display Unit)	
4.1	While waiting in queue, the CDU (Counter Display Unit) and the Status Display Unit notifies the customer about his/her progress in the queue	
5	Speakers/Audio announcement system (control built in amplifier and speakers)	
5.1	Speakers - Ceiling / Wall Mount Speakers that are used to announce ticket number and counter number, which helps in directing the customers to their respective counter.	
6.	Supervisor/ Manager Console Features and Functionality. The system should allow the Supervisor to view	
6.1	Real-time Employee Performance Monitoring	
6.2	Real time monitoring of all the counters	
6.3	The system should allow the Supervisor to view the performance of the counters on a real time basis	
6.4	Monitor Number of customers served at each counter	
6.5	Monitor Number of customers waiting at each	

	counter	
6.6	Monitor upcoming customers at each counter	
6.7	The system should allow the supervisor to communicate via QMS to the teller/agent and provide support and assistance as required	
6.8	Transfer queues from one counter to another counter	
6.9	The manager interface allows viewing online reports and statistics, and drilling down to see more detail and analysis.	
6.10	Management can monitor their performance through the Admin Console monitoring system.	
6.11	Automate the collection of arrival times, Service commencement times and Service end times.	
6.12	The system should allow Real Time Monitoring of the performance and utilization of the QMS Hardware	
7	Reports	
7.1	Operator wise Report: This report allows the Supervisor user to see individual staff performance. Through this report the Supervisor user can see the total tickets serviced, Average Waiting time, and Average transaction time, Max Transaction time, Max Waiting times as well as the feedback for each staff	
7.2	Summary Report: This report shows the daily ticket serviced with average waiting time, average transaction time with feedback	
7.3	Transaction Report: This reports allows the user to track each token/ticket from the first counter that the customer visits to the entire subsequent counter it has been served at along	

	with start time and end time for each counter.	
7.4	Idle State Report: Date wise idle state of each counter, In which the counter has not serviced any ticket	
7.5	Skipped Token Report: Date wise Skipped token Report	
7.6	Details Reports: Service wise, Counter wise, Employee wise detail report	
7.7	Counter Utilization Report : This report should show counter name , operators on that counter , utilization of counter in percentage with average waiting , service time	
7.8	Turn Around Time Report: This report shows total number of token, total average waiting time, total average service time and Turn around time of each branch or unit. Turn around time report is a average time taken by the branch to service each customer.	
7.9	Feedback: Feedback reports	
7.10	Reports of breaks taken by the operator	
7.11	Customised Reports: The system shall be capable of generating ad hoc reports based on any of the wait line statistics within the system.	
7.12	Report Download: The system shall allow for the export of reports and report information into the normal formats: (Word, Excel, PDF, CSV or Access).	
7.13	Auto Mail back Reports - Emails for specific reports can be sent to specified stakeholders on a periodic basis.	
8	Centralized Management: The queue management system further provides the option to	

	manage multiple branches from a central location. Some of the features and functionality of the centralized management system include;	
8.1	Add & Manage Multiple Branches	
8.2	Real-time Monitoring of each branch	
8.3	Real time Branch wise Summary Report	
8.4	Real time Branch wise Transaction Report	
8.5	Real time Branch wise Employee Performance monitoring	
9.	Integration Requirements	
9.1	Big Data Connectors: The solution should be able to integrate with Big Data connectors.	
9.2	CRM Integration: The solution should be able to integrate with CRM tools.	
9.3	Data File Support: The solution supports reading and interacting with data from sources outside of OLAP and databases, such as .csv and .txt files, in order to analyze unstructured and semi-structured data within the organization.	
9.4	ERP Integration: The solution should be able to integrate with ERP solutions.	
9.5	ETL Integration: The solution should be able to integrate with extract-transform-load (ETL) tools.	
9.6	Performance Management Platform: The solution should provide integration with performance management platforms, such as Oracle's Enterprise Performance Management, in order to effectively analyze data across multiple lines of business.	
9.7	Scorecards - The solution should help generate scorecards that show the overall health of the	

	business or a particular division.	
9.8	Planning and Consolidation: The solution should help users make better decisions based on what-if analyses and scenario planning.	
9.9	Metadata: The solution should contain tools to provide a robust and centralized way for administrators to search, capture, store, reuse, and publish metadata objects so as to enable users to leverage consistent semantic models and taxonomy.	
9.10	Combine Time-based Data Elements: The solution should offer the ability to blend past and current data to create a comprehensive singular report.	
9.11	Embedded BI: Monitoring: The solution should allow users to integrate the data and platform into third party applications.	
9.12	Monitoring: The solution should help monitor data, content, users, licenses and performance through user-friendly dashboards. It should automatically send emails or message alerts on crossing the threshold limit set by users.	
9.13	Regulatory Compliance: The solution allows users to define business rules to automate routine regulatory tasks.	
9.14	Threat/Fraud Detection: the solution should support prediction and discovery of any destructive threats or fraud.	
9.15	Consultative Guidance: The solution should offer context-based advice to help users take business-related decisions based on data results.	
9.16	API/Web Services: The solution provides an API (Application Programming Interface) or Web Services for custom integration with other	

	solutions.	
10.	<u>Administration of QMS Application:</u> The QMS must Allow:	
10.1	User Administration/management to manage client service agent access.	
10.2	System administration to allow selected KRA user admins to apply basic configuration changes without requesting support from the service provider. Display of the TV Display for the Client	
10.3	Control/Configuration for ticket dispensing kiosk.	
10.4	Control/Configuration for the agent workstations and roles.	
10.5	Control/Configuration for various types of information displays.	
10.6	Control/Configuration for the audible and display alert notifications	
11.	QMS - Digital Feedback System	
11.1	Customization : The system should be Totally Customizable - the feedback questionnaire can be customized and tailored as per the needs of your business/outlet	
11.2	NPS and Benchmarking : The system should provide real time Net promoter Score to Benchmark the desired level of service quality	
11.3	Integrated with QMS : The system should be integrated with Queue Management system in such a way that once the token is completed it should send SMS link to collect the feedback	
11.4	Integrated with Google and Facebook: The system should allow the user to View all the reviews on Google and Facebook.	

	And also reply to those review	
11.5	QR – CODE: The system should be able to print QR-CODE to be placed on checkout counter and also print QR-CODE on all the stationary, In the Way that once the QR-CODE is scanned it should display feedback page to collect the feedback.	
11.6	SMS & Email: The system should have a feature to send bulk SMS & EMAIL using web based SMS technology to collect periodic feedback via SMS and Emails.	
11.7	Web Based SMS Technology: The system should use web based SMS technology to send bulk SMS to collect the feedback, so that sending SMS is Not an extra cost.	
11.8	Automatic Notification: Every time there is a Negative feedback, the system should notify by SMS and email to the relevant department.	
11.9	Centralized Dashboard: The system should provide a centralized dashboard with NPS, Aspect Ratio analysis, daily NPS graph with Aspect ratio, Leader board with all the branch performance in glance.	
11.10	Branch wise Analysis: The system should have a feature to click on a specific branch to see the dashboard of that branch and should also provide branch wise analysis.	
12.	Other Functional Requirements	
12.1	Special Needs - The system shall have the ability to configure special accommodation choices to present to the customer to include at a minimum; French/Spanish, TTY (hearing impaired), wheel chair accessible.	
12.2	The system shall have the ability to tie the “token”	

	number to the customer once they are at the station, this will allow tracking wait times at the customer level. (CSA should not need to manually enter the ticket number)	
12.3	<p>Statistics - The system shall be capable of tracking the following statistics, at a minimum, by transaction type or by total number:</p> <ul style="list-style-type: none"> • Peak times • Average times • Station average • Number in line per hour • Transaction time per hour <p>All reports should be capable of producing data by station and by examiner.</p>	
12.4	Auto-Reassignment: The system shall be capable of dynamically re-assigning staff to different transaction types based on wait times as customers enter the queue.	
12.5	Deliberate Delay -The system shall allow the customer to be placed farther back in line depending on the circumstance.	
12.6	Ticket Deletion - The system shall not allow the deletion of a ticket from the waiting line.	
12.7	Ticket Auto-Reassignment: The system shall be capable of dynamically re-assigning staff to different transaction types based on wait times as customers enter the queue.	
12.8	Role Based Access and Workflows: The system shall provide administrative functions that are secured from unauthorized access and have the ability to assign and modify security roles for the	

	following groups: <ul style="list-style-type: none"> • Department Administrators • Management Groups • Internal Users • Public Users 	
12.9	Delay alerts to Management	
12.10	Multiple provisions for priority customers	
12.11	Option of form based data collection against each token	
12.12	Dynamic load distribution	
12.13	Easy data backup and restore	
12.14	Facility to split services across several kiosks/dispensers	

3.2 Non-Functional Requirements – PART B

Item	Description	Max Score	Bidders Response
1	Architecture: The Vendor must provide an architecture document highlighting all the equipment in place and how they are networked.	5	
2	Version: The bidder should provide the latest versions of the software and hardware and indicate the current and previous versions of the same	2	
3	Methodology and Work plan: The bidder is expected to indicate a project implementation strategy and	5	

	methodology that will allow both the bidder and the client to be part of the delivery to ensure holistic delivery of the product as well as highlight the Work Plan(s) to deliver and commission the system by highlighting the activities, deliverables and milestones to achieve this within a period of not more than Four (4) weeks from the date of execution of contract by both parties.		
5.	Acceptance Criteria and Testing: The bidder shall commit to undertaking User Acceptance Testing and Criteria as set out by the User	4	
6.	Support and Maintenance: a) The bidder shall commit to provide a one (1) year warranty after the Website implementation phase. This will include the schedule and scope of services within the Service Level Agreement (SLA).	2	
	b) During the warranty period, the bidder shall commit to provide at no additional cost to KRA, all new versions, releases and updates for all standard software that are used in the system within agreed timelines as stipulated in the SLA.	2	
	c) The bidder shall commit to provide support and maintenance for one (1) year after the warranty period as stipulated in the SLA. Annual support & maintenance is renewable	2	

	d) Spare parts availability such as replacement of hardware parts and software version upgrade for the next 1 years from the date of final acceptance.	3	
7.	Warranty: All supplied ICT equipment and electronic appliances must have 2 year service warranty	3	
8.	Guarantee: Full functionality support program guarantee for the period of 365 working days.	3	
9.	Performance and Availability: The supplier will commit to delivering a system that has agreeable response time, turnaround time and throughput.	3	
	The system should have minimal downtime and should have minimum reliability levels of 99.99% (1 hour per year)	3	
10.	Experience: a) That the supplier has proven technical experience in the installation, commissioning and maintenance of Queuing Management System (QMS).	3	
	b) Team Composition, Skills and Experience: The team should be made up of at least 1 Project Manager/ Team Lead, 1 engineer and 2 technicians and with relevant experience and	12	

	expertise in QMS		
12	<p>References:</p> <p>The bidder is expected to give a list of (3) references where the solution has been implemented locally or abroad. The Evaluation team may contact these references or pay them a visit to ascertain level of implementation and customer satisfaction.(5 marks each reference)</p>	15	
12	<p>Security</p> <p>a) Security requirements will be provided to the winning bidder.</p> <p>b) The bidder will be required to commit to the security requirements as provided by KRA.</p>	3	
<p>Total</p> <p>The pass mark score shall be 55 out of 70</p>		70	

SECTION VI - SCHEDULE OF REQUIREMENTS	
(a)	Procurement Item

Supply, Delivery, Installation And Commissioning Of An Electronic Queue Management System

requirement as stated below:

No.	Description	Delivery schedule
1	Supply, Delivery, Installation And Commissioning Of An Electronic Queue Management System	Three (3) weeks after issuance of LPO. The Headsets shall be delivered at Times Tower Building.

(b) Instructions on Submission of Bids

The Tenderer must submit combined technical and financials document:

Section	Document
A	Tender Notice/Invitation to Tender
B	Tender security
C	Confidential Business Questionnaire
D	Business Registration Certificate/Certificate of Incorporation
E	Form of Tender
F	Valid Tax Compliance Certificate
G	Reference Letter from the Bank
H	Power of Attorney (except for Sole proprietor)
I	Price Schedule
J	Manufacturers Authorization
K	Confidential Business questionnaire

(c) **Tender Responsiveness Criteria**

	Description of Criteria – Mandatory documents
	<p style="text-align: center;">Submission of Tender Documents</p> <ul style="list-style-type: none">• Duly filled, Signed and Stamped Form of Tender• Bid security of Kshs 200,000.00 valid for 365 days ie 5th June 2020• Duly Filled, Signed and Stamped Confidential Business Questionnaire• Power of Attorney (Sole Proprietors exempted).• Manufacturer/Dealer Authorization Letter.
	<p style="text-align: center;">Company Profile</p> <ul style="list-style-type: none">• Attach a copy of Certificate of Incorporation or Business Registration Certificate
	<p style="text-align: center;">Proof of Financial Resources</p> Submit: Letter of Reference from a bank (at least within the last six (6) months)
	<p style="text-align: center;">Social Obligations</p> Submit: Valid Tax Compliance Certificate
	<p>Site Visit - Mandatory at times tower.</p>

Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30% of the total tender evaluation.

Description of Criteria	Max Score	Cut-off
<p>Managerial and Key Personnel Competency Profiles Key Staff Competency Profiles (Attach copies of signed CVs, professional and academic certificates of at least 4 personnel, indicating technical experience relevant to the procurement item.) Team Composition, Skills and Experience: The team should be made up of at least 1 Project Manager/ Team Lead/ 1 Engineer and 2 technicians and with relevant experience and expertise in QMS</p> <p>Project manager - Degree in computer science or any other related field and certificate in project management and at least two year experience in installation of QMS. (6marks)</p> <p>Project Engineer - Degree in computer science or any other related field and at least two year experience in installation of QMS. (4marks)</p> <p>Technician - Diploma in computer science or any other related field and at least one year experience in installation of QMS(2.5 marks each)</p>	15	10
<p>Experience/Reputation of the Firm Similar assignment performed in the last 5 years</p> <ul style="list-style-type: none"> ▪ Reference Sites/clients relevant to this project (at least three (3) major clients. Include a brief description of service scope rendered, value of contracts, and contact person phone number and email addresses) for similar contracts. Provide evidence - reference letter from the client, supported by LSOs and completion certificates) -5 marks each 	15	10
Total Score	30	20

(d) Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/Requirement	Cut Off Mark
Tender Responsiveness	Mandatory	Met
Vendor responsiveness	30 marks	20
Technical Specifications	Part A - Pass/Fail	Pass
	Part B – 70 marks	55
Total	100	75
Financial Evaluation	Award shall be to the bid with the lowest evaluated price	

SECTION VII-

PRICE SCHEDULE FOR GOODS IN KSHS

Name of Tenderer _____ Tender Number _____ Page _____

SCOPE: Supply, Delivery, Installation and Commissioning Of an Electronic Queue Management System:

Particulars	QTY	Cost Per Unit	Price	Total cost
Ticket Issuance Kiosk Printer with PC				
Ticket Issuance KIOSK with Printers	1 per station	15		
Computer for KIOSK	1 per station	15		
Smart KIOSK Software	1 per station	15		
LED Counter Display Units (CDU)				
LED CDU Centrally Powered	1 per counter	134		
CDU Mounting Rod	1 per counter	134		
Active Hub & Central Power Supply	1 per station	15		
EQ Main Controller				
EQ – Active Controller	1 per station	15		
Software for EQ – Active Controller	1 per station	15		
Thermal Paper Roll 60MM – Packets (50 rolls per packet)	1 per station	15		
Audio Speaker System	1 per station	15		
LCD SDU-L-Shape Card + Software + LCD Controller				
LCD Controller	1 per station	15		
LCD SDU-L-Shape Software	1 per station	15		
Software Teller Station Units - Windows	1 per counter	134		
Central EQ Reporting Software License:	1 hosted at the HQ	1		
• 43 Service Centre				

<ul style="list-style-type: none"> • 1 Central Management • 1 ICT Support 					
LCD Screens 55” plus, Accessories and Training					
LCD 55” <ul style="list-style-type: none"> • Each Service Centre • 1 Central Management • 1 ICT Support 	1 per Station 1 hosted at the HQ 1 hosted at ICT	17			
FEEDBACK STATIONS	1 per station	15			
TRAINING AT <ul style="list-style-type: none"> • ALL 15 SERVICE CENTRES • 10 - SUPPORT STAFF <ul style="list-style-type: none"> ○ 8 ICT ○ 2 Administration 	1	1			
INSTALLATION AT ALL SERVICE CENTRES	1	1			
Total Value Inclusive 16% VAT					
SUPPORT AND MAINTENANCE COST AFTER THE WARRANTY PERIOD (year 2)					

DEFINITIONS AND ACRONYMS

Acronyms	
QMS	Queue Management System
SMS	Short Message Service
LED	Light Emitting Diode
ETL	Extract Transform Load
CSA	Customer Service Advisor
TTY	Text Telephone
TSO	Tax Service Office
OLAP	Online Analytical Processing
API	Application Programming Interface
LCD	Liquid Crystal Display

Tender's Signature _____ *Official Stamp* _____

Date _____



KENYA REVENUE AUTHORITY

SITE VISIT FORM

TENDER NO. KRA/HQS/NCB – 062/ 2018 – 2019: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ELECTRONIC QUEUE MANAGEMENT SYSTEM

I/We.....of.....
do hereby declare that I/We have visited the site in the company of the below KRA Technical
staff and fully understand the scope and sequence of works.

Signed

Signed

Date

Date

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1 FORM OF TENDER
Date _____
Tender No. _____
To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100, NAIROBI.
Gentlemen and/or Ladies:
1. Having examined the tender documents including Addenda Nos. [insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Delivery, Installation and Commissioning of an Electronic Queue Management System in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(<i>Procuring entity</i>).
4. We agree to abide by this Tender for a period of 335 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
Dated this _____ day of _____ 20 _____

[signature] _____ [in the capacity of]
Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

	Part 1 – General
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road
	Postal Address Tel No. Fax E mail
1.4	Nature of Business.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers Branch
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin
	<ul style="list-style-type: none"> • Citizenship Details
	Part 2 (b) Partnership

2b.1	Given details of Partners as follows:
2b.2	Name Nationality Citizenship Details Shares
	1.....
	2.....
	3.....
	4.....
	Part 2 (c) – Registered Company
2c.1	Private or Public
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs.
	Issued Kshs.
2c.3	Given details of all Directors as follows
	Name Nationality Citizenship Details Shares
	1.....
	2.
	3.
	4.
	5
	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
3.2	If answer in ‘3.1’ is YES give the relationship.
3.3	Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint

	Ventures? Yes _____ No _____
3.4	If answer in '3.3' above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in '3.5' above is YES give details.
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
3.8	If answer in '3.7' above is YES give details:
3.9	(a) Have you offered or given anything of value to influence the procurement process? Yes _____ No _____ Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity? Yes _____ No _____ (c) Have your servants and/or agents offered any inducement to any member of the

	Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority. Yes _____ No _____
3.10	If answer in '3.9' a, b or c above is YES give details:
	Date Signature of Candidate

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

8.3 TENDER SECURING DECLARATION FORM

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

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

Tender No.....

To: Kenya Revenue Authority

We, the undersigned, declare that:

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

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

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

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

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

8.4 CONTRACT FORM
TENDER REF No: KRA/HQS/NCB/062/2018-2019
SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ELECTRONIC QUEUE MANAGEMENT SYSTEM
THIS AGREEMENT made the _____ day of _____ 20 _____ between Kenya Revenue Authority [<i>name of Procurement entity</i>] of Kenya [<i>country of Procurement entity</i>] (hereinafter called “the Procuring entity”) of the one part and[<i>name of tenderer</i>] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;
WHEREAS the Procuring entity invited tenders (Supply, Delivery, Installation and Commissioning of on Electronic Queue Management System) and has accepted a tender by the tenderer for the Supply, Delivery, Installation and Commissioning of on Electronic Queue Management System in the sum of [contract price in words and figures] (Hereinafter called “the Contract Price).
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, sealed, delivered by _____ the _____ (for the Procuring entity
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____
(Amend accordingly if provided by Insurance Company)

8.5 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 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]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To Kenya Revenue Authority

WHEREAS [name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 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**