



ISO 9001:2015 CERTIFIED

REQUEST FOR PROPOSAL:

**PROVISION OF CONSULTANCY SERVICES FOR PHASE 2 AND
3 OF THE ENTERPRISE DATA WAREHOUSE AND BUSINESS
INTELLIGENCE SOLUTION**

(RE – ADVERTISEMENT)

RFP NO: KRA / HQS / RFP - 030/ 2020 - 2021

**TIMES TOWER BUILDING
P. O. BOX 48240 – 00100
TEL: +254 02 310900
www.kra.go.ke
NAIROBI, KENYA.**

REGISTER FOR ON-LINE PRE-BID MEETING HERE

[PRE-BID CONFERENCE](#)

PRE-BID DATE: 26TH JANUARY, 2021 at 11:00 AM

CLOSING DATE: 9TH FEBRUARY, 2021

TIME: 11:00AM

JANUARY - 2021

TABLE OF CONTENTS

SECTION I	INVITATION TO TENDER	3
SECTION II –	INFORMATION TO CONSULTANTS (ITC)	6
Appendix to	Information to Consultants (ITC)	18
SECTION III:	TECHNICAL PROPOSAL.....	20
SECTION IV: -	TERMS OF REFERENCE	36
SECTION V: -	FINANCIAL PROPOSAL	63
SECTION VI:	STANDARD FORMS.....	68



Tender Notice

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

DESCRIPTION	ELIGIBILITY	PRE BID DATE AND TIME	CLOSING DATE AND TIME
KRA/HQS/RFP-030 /2020 -2021: PROVISION OF CONSULTANCY SERVICES FOR PHASE 2 AND 3 OF THE ENTERPRISE DATA WAREHOUSE AND BUSINESS INTELLIGENCE SOLUTION	OPEN	26TH JANUARY, 2021 10.00 AM VIRTUAL	9TH FEBRUARY, 2021 11.00 AM TIMES TOWER

2. Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
3. Addenda / clarifications if any will be posted in Kra Website (www.kra.go.ke) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
4. **An On-line pre-bid briefing** is scheduled for **26TH JANUARY 2021 at 11.00 am**. Bidders are advised to register for pre-bid through this link [PRE-BID CONFERENCE](#).
5. Technical Qualification requirements; Refer to Section III of the bidding document.
6. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/RFP-030/2020-2021: “PROVISION OF CONSULTANCY SERVICES FOR PHASE 2 AND 3 OF THE ENTERPRISE DATA WAREHOUSE AND BUSINESS INTELLIGENCE SOLUTION”**” and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **9TH FEBRUARY, 2021 at 11.00 a.m**. **Note: Submission should strictly be done to KRA E-Procurement Portal. System issues will NOT be addressed 24 hours to tender closing.**
7. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **5th Floor, Times Tower Building**.
8. An **original hard copy** of the Bid Security of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

Deputy Commissioner-Supply Chain Management
Times Tower Building, 21st 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.

INVITATION TO TENDERS

TENDER REF NO: RFP NO. KRA/HQS/RFP-030/2020-2021

TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR PHASE 2 AND 3 OF THE ENTERPRISE DATA WAREHOUSE AND BUSINESS INTELLIGENCE SOLUTION

- 1.1 The Kenya Revenue Authority invites proposals for the following for the above described services.

More details of the services are detailed in the Terms of Reference herein.

- 1.2 The Request for Proposal (RFP) includes the following documents;

Section I		Letter of Invitation
Section II		Information to Consultants
Section III	-	Technical Proposal
Section IV	-	Terms of Reference
Section V	-	Financial Proposal
Section VI	-	Standard Forms

- 1.3 Interested eligible candidates may obtain further information and inspect the tender documents with detailed Requirements at the office of the:

**Deputy Commissioner-Supply Chain Management
Times Tower Building, 21st Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 281 4130
Nairobi, Kenya.
website: www.kra.go.ke**

- 1.4 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**.

- 1.5 Prices quoted must be inclusive of all taxes and should remain valid for **335 days** from Tender closing date.

- 1.6 Completed Bids are to be saved as PDF documents marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before 9TH FEBRUARY, 2021 at 11.00 a.m. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.

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

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

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

Commissioner General

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page
2.1 Introduction.....	7
2.2 Clarification and Amendment of RFP Document.....	7
2.3 Preparation of Technical Proposal.....	9
2.4 Financial Proposal.....	11
2.5 Submission, Receipt and Opening of Proposals.....	11
2.6 Proposal Evaluation General.....	12
2.7 Evaluation of Technical Proposal.....	12
2.8 Public Opening and Evaluation of Financial Proposal.....	13
2.9 Negotiations.....	14
2.10 Award of Contract.....	15
2.11 Confidentiality.....	15
2.12 Corrupt or Fraudulent Practices.....	15

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Kenya Revenue Authority will select a consulting firm or consortium of consultants under a lead consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a Separated Two Envelope bid. The bidder shall submit **technical Proposal** electronically via the supplier portal to **Tech Bid C-Folder** and **financial proposals** submitted electronically via the supplier portal to **Notes and Attachment** Folder within the tendering period.
- 2.1.3 The consultants must familiarize themselves with local conditions and the site (at Times Tower) and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relatives (spouses and children) are not eligible to participate.
- 2.1.7 The proposal documents shall be downloaded free of charge.
- 2.1.8 The procuring entity shall allow the Tenderer to review the tender document free of charge before purchase or downloading from the Authority’s website.

2.2 Clarification and Amendment of RFP Documents.

2.2.1 Consultants may request a clarification of any of the RFP documents only up to four (4) days before the proposal closing date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or **electronic mail to the Client's address indicated in the Appendix "ITC"**. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, electronic mail, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.2.2.3 Tender Security

2.2.2.3.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.2.2.3.2 The tender security of **KES. 1,000,000.00** valid for 365 days from the date the tender closure.

2.2.2.3.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.2.2.3.7

2.2.2.3.4 The tender security shall be a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.

2.2.2.3.5 Any tender not secured in accordance with paragraph 2.2.2.3.2 and 2.2.2.3.3 shall be rejected by KRA as non-responsive, pursuant to paragraph 2. 2.2.3.5

2.2.2.3.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not

later than thirty (30) days after the expiration of the period of tender validity.

2.2.2.3.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant and furnishing the performance security.

2.2.2.3.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity.

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance

(ii) to furnish performance security

2.3 Preparation of Technical Proposal

2.3.1 The Consultant's proposal shall be written in the English Language.

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that most of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

- (viii) Any additional information requested in Appendix "A".
- 2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to consider the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix ITC specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings or any other easily convertible currency.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.4.5 The Proposal must remain valid for 335 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposal

2.5.1 Tenders must be submitted to KRA through the supplier portal not later than **9TH FEBRUARY, 2021 at 11:00 AM**. (The bidder shall submit **technical Proposal** electronically via the supplier portal to **Tech Bid C- Folder** and **financial proposals** submitted electronically via the

supplier portal to **Notes and Attachment Folder** within the tendering period).

2.5.4 The Bidders to note that the SEPARATE TECHNICAL AND FINANCIAL proposal shall be submitted through the KRA supplier portal. The bidder shall submit separate technical and financial proposals electronically via the supplier portal in the bid shall submit **technical Proposal** electronically via the supplier portal to **Tech Bid C- Folder** and **financial proposals** submitted electronically via the supplier portal to **Notes and Attachment Folder** within the tendering period.

2.5.5 After the deadline for submission of proposals, the Proposal shall be opened immediately by the opening committee.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he/she should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

CRITERIA	MAXIMUM SCORE/REQUIREMENT
Tender Responsiveness	Mandatory
Vendor Evaluation	Maximum score is 65 Marks and cut off score is 50 Marks
Responsiveness to Terms of Reference	Maximum score is 100 marks and cut off score is 80 marks
Overall RFP Technical evaluation	The bid evaluation will take into account technical factors in addition to cost factors. The weight for financial evaluation is 20% while the weight for technical evaluation is 80%. Bidders

	must conform to the specific Technical Requirements.
Financial Evaluation	<p>The evaluation of the responsive bids will take into account technical factors, demonstration of system functionality by bidders in addition to financial factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:</p> <p>where: $B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$</p> <p>$C$ = Evaluated Bid Price - as provided on the Financial Proposal Submission Form - Provision of Consultancy Services for Phase 2 and 3 of The Enterprise Data Warehouse and Business Intelligence Solution</p> <p>C_{low} = the lowest of all Evaluated Bid Prices among responsive bids</p> <p>T = the total Technical Score awarded to the bid</p> <p>T_{high} = the Technical Score achieved by the bid that was scored highest among all responsive bids</p> <p>X = weight for the Price as specified in the BDS (i.e. 0.2)</p> <p>The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award</p>
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

Evaluation will be done according to the following:

- A. Mandatory Documents/Tender Responsiveness
- B. Vendor Evaluation
- C. Responsiveness to Terms of Reference
- D. Financial Evaluation
- E. Post- Qualification Due diligence on technical, legal and financial capacity to perform the contract.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the proposals that will not meet the minimum qualifying mark or considered non-responsive to the RFP and Terms of Reference will not be evaluated further.
- 2.8.2 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.3 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.4 KRA will evaluate and compare the proposal which have been determined to be substantially responsive.
- 2.8.5 The tender evaluation committee shall evaluate the tender **within 21 days** from the date of opening the tender unless extended otherwise as provided in the Public Procurement and Assets Disposal Act 2015.
- 2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.8.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (and work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix ITC.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity 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.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or Fraudulent Practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

2.13 Performance Security

2.13.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

2.13.2 **The performance security required will be 10% of the Contract Value.**

Appendix to Information to Consultants (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name and address of the Client is:

**KENYA REVENUE AUTHORITY
P.O. BOX 48240 – 00100,
TEL: +254 20 310900
NAIROBI, KENYA.**

2.1.1 The method of selection is:

COMPETITIVE BIDDING BASED ON QUALITY AND COST

2.1.2 Technical and Financial Proposals are requested: YES No

The name, objectives, and description of the assignment are:

Consultancy Services for Provision of Consultancy Services for Phase 2 and 3 of The Enterprise Data Warehouse and Business Intelligence Solution

2.1.3 There is a **Virtual PRE-BID CONFERENCE** for this tender on **26TH JANUARY, 2021**

The name(s), address(es) and telephone numbers of the Client's official(s) are:

**DEPUTY COMMISSIONER -
SUPPLY CHAIN MANAGEMENT
P.O. BOX 48240 – 00100,
TEL: +254 20 281 7022
E-MAIL: eprocurement@kra.go.ke**

2.1.4 The Client will provide the following inputs:

- All data statistics and information required for the assignment.
- Provide office space necessary for the consultant to deliver.

2.1.7 These RFP documents are free if downloaded from the Authority's website at **www.kra.go.ke/notices/tenders or *IFMIS Tender Portal*.**

2.3.3

(i) Consultants are **ALLOWED** to associate with qualified **other consultants**.

(iii) The minimum required experience of the lead consultant is 5 years as a Lead consultant.

- (vi) One alternate professional shall be allowed for each position. The alternative professional shall have minimum qualifications. The CV of the alternate should be attached.
 - (vii) The Consultants must be free from any conflict of interest.
 - (vii) Consulting firms and proposed consultants must not have been blacklisted by international body for any malpractice.
 - (xi) Training is a specific component of this assignment:
YES **NO**
 - 2.4.2 Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
 - 2.4.3 Consultants shall express the price of their services in **Kenya Shillings** or any other easily **convertible currency**.
 - 2.4.5 The Proposal must remain valid for **335 DAYS** after the closing date.
 - 2.5.3 The proposal submission address is:
**COMMISSIONER GENERAL
KENYA REVENUE AUTHORITY
TIMES TOWER BUILDING
HAILE SELASSIE AVENUE
P.O. BOX 48240 – 00100,
TEL: +254 20 310900
NAIROBI, KENYA.**
- “RFP NO. KRA/HQS/RFP-030/2020 - 2021”:**
- 2.7.1 The minimum technical score required is as shown under Evaluation Criteria.
 - 2.8.5 Alternative formulae for determining the financial scores is the following:
NONE
 - 2.10.2 The assignment is expected to commence immediately after award.

SECTION III: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1** Preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2** The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3** This proposal shall be a **two enveloped system bid** with separate Technical and Financial proposals.
- 3.4** The technical proposal shall contain the following: -
- i. Submission letter
 - ii. Capability statement
 - iii. Particulars of the consultant firm or consultant including Curriculum vitae (CV)
 - iv. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
 - v. Description of the methodology and work plan/ execution plan for performing the assignment
 - vi. Any proposed staff to assist in the assignment.
 - vii. Consultancy services activities times' schedule.
 - viii. Reference sites for previous similar works- Written and certified References from at least two (2) previous or current clients complete with contact person's name, telephone & email addresses.

Financial Proposal

- | | |
|----|---|
| I | Price Schedule |
| II | A filled, signed and Stamped Financial Proposal |

NOTE:

Technical proposals to be submitted electronically via the supplier portal to **Tech Bid C- Folder** and **financial Proposal** Submitted electronically via the supplier portal to **Notes and attachment Folder**.

EVALUATION CRITERIA

The evaluation of the proposals will be as shown under clause 2.7 evaluation of technical proposals

8.1 TENDER EVALUATION CRITERIA

CRITERIA	MAXIMUM SCORE/REQUIREMENT
Tender Responsiveness	Mandatory Requirements
Firm & consultant's Evaluation	Maximum score is 65 marks and cut off score is 50 marks
Responsiveness to Terms of Reference	Maximum score is 100 marks and cut off score is 80 marks
Overall Technical Evaluation	The bid evaluation will take into account technical factors in addition to cost factors. The weight for financial evaluation is 20% while the weight for technical evaluation is prorated to 80%. Bidders must conform to the specific Technical Requirements.
Financial Evaluation	<p>The evaluation of the responsive bids will take into account technical factors, demonstration of system functionality by bidders in addition to financial factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:</p> $\text{where: } B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$ <p> <i>C</i> = Evaluated Bid Price - as provided on the Financial Proposal Submission Form - Provision of Consultancy Services for Phase 2 and 3 of The Enterprise Data Warehouse and Business Intelligence Solution <i>C_{low}</i> = the lowest of all Evaluated Bid Prices among responsive bids <i>T</i> = the total Technical Score awarded to the bid <i>T_{high}</i> = the Technical Score achieved by the bid that was scored highest among all responsive bids <i>X</i> = weight for the Price as specified in the BDS (i.e. 0.2) The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award. </p>
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.
Award	Bidder obtaining the highest combined score based on the formula provided in the request for proposal document, shall be recommended for award of the contract

Failure to provide the responses will lead to automatic disqualification.

8.2 MANDATORY REQUIREMENTS

	REQUIREMENTS	Compliance (Yes/No)
1.	Two Bid – Requirement Technical Proposal - Submitted electronically via the supplier portal to Tech Bid C- Folder . Financial proposal – Submitted electronically via the supplier portal to Notes and attachment Folder .	
2.	Power of Attorney ¹ (except for Sole proprietor)	
3.	Tender Security Kenya Shillings One Million (1,000,000.00) valid for 365 days from the date of tender closing	
4.	Attach copy of Registration of Business or Certificate of Incorporation	
5.	Copy of valid Business License / Permit (proof of physical address for international firm)	
6.	Filled, Signed and stamped Confidential Business Questionnaire	
7.	Submit evidence of Tax Registration and Valid Tax Compliance Certificate or Exemption if applicable in the country where the firm is registered.	
8.	The lead consulting firm provide 3 year audited financial accounts for (2019, 2018 and 2017) Financial Years	
9.	The lead consulting firm must provide a valid Oracle Partner Network (OPN) membership Certificate.	
10.	Consultants must provide a written confirmation from Oracle that they are an approved Oracle university partner or education center. In the case of a consortium or a joint venture, at least one member of the team must meet this requirement.	
11.	Provide a statement that the firm is not blacklisted in Kenya/ or by the World Bank	

12.	All development work will be done ONSITE, within any of KRA's premises. VPN connectivity will not be provided.	
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8.3 FIRM AND CONSULTANTS' REQUIREMENTS

	Criteria	Marks	Cut-off Score
1	<p>The consultant should be a professional firm, a joint venture or a consortium with expertise in the implementation of Oracle Analytics solutions.</p> <ol style="list-style-type: none"> 1) The bidder must have undertaken at least two (2) previous assignments of similar nature that were successfully completed for which the consultancy firm / joint venture / lead firm in the consortium was legally contracted as a company or was one of the joint venture partners. Assignments completed by the bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the bidder, or that of the bidder's partners or sub-consultants. 2) At least one of the projects must have been a DWBI project implemented in a revenue administration. 3) Additionally, the consultant must clearly show the scope, roles and responsibility of each participant in the case of consortium/ joint ventures (attach evidence of work done and projects including copies of completion certificates) <p>(Ten (10) Marks for each complete project with all requirements)</p>	20	10
2	<p>The firm(s) must provide a summary of the proposed resources, their areas of specialization and role in the project.</p> <ol style="list-style-type: none"> 1) Provide detailed CVs of at least five (5) key personnel to be involved in this project. In addition, please provide copies of academic testimonials, professional qualification certificates, relevant years of experience and brief details of projects done, and roles played. 	35	35

	Criteria	Marks	Cut-off Score
	<p>2) Based on KRA's source systems it is desirable for the consultant to have experience in delivery of SAP ERP.</p> <p>3) The consultant must include within their implementation team the following resources each with a minimum five (5) years relevant experience in the implementation of analytics projects in a similar capacity:</p> <p>4) All the proposed resources must be committed to the project for the duration of the contract and any changes to the consultant team must be made with KRA's concurrence</p> <p>(i) Solution Architect (5 marks) (ii) Technical project manager (5 Marks) (iii) ETL Architect (5 Marks) (iv) BI architect (5 marks) (v) SAP ERP expert (5 Marks) (vi) Tax expert (5 Marks) (vii) System / database Administrator (5marks)</p> <p>Five (5) Marks for each resource with all requirements)</p>		
3	<p>The consultant must provide a:</p> <ol style="list-style-type: none"> 1. Gantt chart 2. Resource schedule using the template provided – Time Schedule for professional personnel for the project duration showing when the proposed resources will be available on site. (10 marks) 	10	5
Total		65	50

SECTION III - TECHNICAL PROPOSAL

Table of Contents

	Page
1 Technical Proposal Submission Form.....	28
2 Firms References.....	29
3 Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be provided by the procuring entity	30
4 Description of the Methodology and Work Plan for performing the Assignment.....	31
5 Team Composition and Task Assignments.....	32
6 Format of curriculum vitae (CV) for Proposed Professional Staff.....	33
7 Time Schedule for Professional Personnel	35
8 Activity (Work) Schedule	36

1. TECHNICAL PROPOSAL SUBMISSION FORM

_____ *Date*]

To: _____ *[Name and address of Client)*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ **Provision of Consultancy Services for Phase 2 and 3 of The Enterprise Data Warehouse and Business Intelligence Solution** in accordance with your Request for Proposal dated _____ *[Date]* and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal Submitted electronically via the supplier portal to Tech Bid C- Folder and a Financial Proposal Submitted electronically via the supplier portal to Notes and attachment Folder.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]:*

_____ *[Address]:*

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (US\$)
Name of Associated Consultants. If any:		Professional staff time
		Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____
Name and Title of Signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT (SECTION IV).

Responses/Comments should be given in the same order as contained under Section IV (Terms of Reference), using the same sub-headings and numbering:

Background Information

Service Requirements

Proposed Methodology and Tools

Mobilization Period

Reporting

Duration of the Project

Project Plan

Potential Issues/Risks

Terms of Payment

**4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

**6. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED PROFESSIONAL STAFF**

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____

Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ *Date;* _____
[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR

Provision of Consultancy Services for Phase 2 and 3 of The Enterprise Data Warehouse and Business Intelligence Solution

1. INTRODUCTION AND BACKGROUND

Kenya Revenue Authority (KRA) was established by an Act of Parliament, Chapter 469 of the Laws of Kenya, which became effective on 1st July 1995. It is the central body for the assessment and collection of revenue, and administration and enforcement of the laws relating to revenue.

Data is critical to the operation of any business and the KRA is no exception. Each year the KRA processes large volumes of data from tax returns, carries out millions of transactions, receives thousands of phone calls, email enquiries and several tax portal logins. In addition to this, each year KRA receives data from various third-party sources. The data warehouse is the central repository for data from various internal and external (third party) systems. The data warehouse will serve as the main source of information for analysis and report generation.

The implementation the enterprise data warehouse and business intelligence (DWBI) solution is a key strategic initiative to support data driven decisions and risk management.

The project implementation commenced in 2016. The first phase comprising risk analysis and case management was completed in mid-2019. The risk analysis and case management tools utilize data from the warehouse for taxpayer risk profiling, scoring and case management. KRA now intends to complete the implementation of the solution to provide the required capacity, resilience and functionality to support KRA's operational, tactical and strategic reporting needs.

KRA's current DWBI infrastructure platform comprises of:

- Database - Oracle 12c
- Reports and dashboards – Oracle Business Intelligence Suite (OBIEE) 12c
- ETL Tool- Informatica PowerCenter 10.1
- Application server - Weblogic 12c

KRA therefore seeks proposals from DWBI consultants to provide consultancy services for the completion of the remaining scope of the enterprise DWBI solution. This document covers the detailed requirements of the remaining scope of the project.

2. OBJECTIVES OF THE CONSULTANCY SERVICES

Kenya Revenue Authority is seeking for consultancy services for the implementation of the remaining scope of the DWBI solution. This consultancy does not include the purchase of licences. The Consultant will be expected to work in close collaboration with the KRA Project Team throughout the duration of this Project. The Consultant will be expected meet the following objectives.

- a) To assess and optimize and KRA's current DWBI infrastructure for better performance.
- b) To upgrade and migrate the delivered BI modules to the latest Oracle Analytics platform (OAS). This will include the installation of OAS.
- c) To refactor existing data extraction (ETL) workflows from Informatica Powercentre to Oracle Data Integrator (ODI).
- d) To develop an implementation work plan that will ensure quality and delivery of the scope as per the work plan
- e) To develop, maintain and provide all the necessary documentation as outlined in the detailed scope. Such documentation includes but is not limited to architecture, mapping documents, technical and end user documentation.
- f) To prepare acceptance testing for relevant stages of the implementation up to the commissioning.
- g) Ensure the defects identified during warranty period are fixed at the no extra cost to the Authority while ensuring quality is not compromised.

3. SCOPE

This project seeks to incorporate into the enterprise data warehouse (EDW) data that is needed to support corporate decision making and monitor performance across the organization. It will entail building on the existing developed EDW to enhance the data coverage and reporting capabilities for the KRA. The KRA EDW data model is custom built.

The scope therefore entails:

1. Performance tuning and optimization of the Oracle appliances in use for the project- Exadata x5-2 and Exalytics.
2. Migration and Upgrade to Oracle Analytics Server.
3. Delivery of Reports and dashboards for the KRA's business functions: Domestic Taxes, Customs, Corporate support and Marketing and Communication.
4. Extraction, Transformation & Loading of Data
5. Implementation of advanced analytics use cases.
6. Capacity building and knowledge transfer.

KRA will follow an agile and phased implementation approach, with incremental addition of capabilities and data sources.

4. CLAUSE BY CLAUSE TECHNICAL REQUIREMENTS

The bidder shall explain how their proposed solution shall fulfill the technical requirements. YES, NO, COMPLIANT and related answers shall be deemed non-responsive.

SECTION 1: PERFORMANCE OPTIMIZATION (15 Marks)

Due to the increased business demands and usage on the existing DWH and BI solution, there is pressure to handle higher data volumes, more users and more complex queries while reducing decision latency. The proposed solution should provide a flexible database design and system architecture that can keep pace with evolving business requirements and that leverages existing investments in hardware and applications. The bidder is expected to optimize performance of the existing infrastructure consisting of Exalytics and Exadata x5-2. The platform should be optimized for complex decision-support activity in a multiuser, mixed-workload environment.

The expected deliverables shall include:

- i. A detailed assessment report of the performance gaps in the current infrastructure identifying the root causes.
- ii. A detailed proposition of the drivers that should direct performance improvements efforts and work plan for the realization of the same. This shall address the current and projected KRA performance needs.

Table 1: Clause by Clause Performance Optimization Specifications

	Feature	Requirement	Marks	Bidders Response
1.1	Assessment of the existing infrastructure	1.1.1 Analysis of the current usage and workload patterns	2.0	
		1.1.2 A guide/work plan for deployment and monitoring of the performance improvement initiatives	2.0	
1.2	Optimization of the DWBI	1.2.1 Optimize the requisite IT-infrastructure (database	2.0	

	Feature	Requirement	Marks	Bidders Response
	infrastructure	and application) for the DWBI solution		
		1.2.2 Install and integrate the necessary hardware and software as proposed and in line with the technical requirements, resulting in a working solution.	2.0	
1.3	Query Data Volume and Level of Query Concurrency	The platform should be able to handle multiple queries and multiple users at the same time.	1.0	
1.4	Scalability Needs of the Platform	The infrastructure should be optimized to allow scalability with growth in database size, data volume, data sources and query complexity	2.0	
1.5	Active Loading of Data and Immediate Access to Loaded Data	The optimization should be able to accommodate for active data loads so that real time data can be made available to users for querying, reporting and analytics.	2.0	
1.6	Concurrent Users	The platform should support at least 300 concurrent users without performance degradation (100% concurrency).	2.0	

**SECTION 2: UPGRADE & MIGRATION TO ORACLE ANALYTICS SERVER
(10 Marks)**

The analytical tool currently in use is OBIEE 12c. The bidder shall upgrade and migrate to OAS after careful preparation, planning and quality assurance. The deliverables for this exercise shall include:

- i. An evaluation of KRA’s environment against OAS requirements and subsequent path for upgrade and migration with the associated checklists
- ii. A signed user acceptance certificate that validates and verifies the upgrade process and outputs.

Table 2: Clause by Clause OAS upgrade specifications

	Feature	Requirement	Marks	Bidders Response
2.1	Upgrade requirements	2.1.1 The bidder shall perform pre upgrade tasks such as back-up and verification of operating system and server requirements for OAS.	1.5	
		2.1.2 Understand the interoperability and compatibility of all products working together as part of the DWH & BI solution and run the required readiness checks	1.5	
2.2	Installation and configuration	2.2.1 The bidder shall install and configure the OAS, weblogic server, schemas, domains and any other required product distributions.	1.0	
2.3	Migration to OAS	2.3.1 The bidder shall migrate all features from OBIEE to OAS including but not limited to:	1.5	

	Feature	Requirement	Marks	Bidders Response
		<ul style="list-style-type: none"> • Migrating catalog groups in OBIEE to application roles in OAS. • Configuration of usage tracking and source connections. • Security and user administration configuration 		
		2.3.2 The bidder shall migrate all reports, dashboards, users and any other metadata (export and restore) from OBIEE to OAS	1.5	
2.4	Quality Assurance	2.4.1 The bidder shall validate and test the success of the upgrade process and resolve any issues that may arise e.g. authentication	1.5	
		2.4.2 Setup and configurations for backward compatibility	1.5	

SECTION 3: REPORTS AND DASHBOARDS (20 Marks)

So far the project has delivered reports and dashboards for some of the business functions in KRA. This has been done from end to end, from requirements analysis, source to target ETL, data modelling to delivery of the different visualizations.

The implementation will be built on the existing design of the will entail the delivery of BI reports and dashboards for the following areas:

- a. Filing and Taxpayer accounting for Domestic Taxes Department
- b. Declarations, Revenue, manifest and exemptions for Customs and Border Control
- c. Finance, Supply Chain, Human Resource, Facilities and Logistics for Corporate support functions
- d. Delivery of a corporate performance dashboard to track define organizational KPIs
- e. Customer relationship for Marketing and Communication

The deliverables shall include:

- A design and analysis document that stipulates the scope definition, requirements analysis and the data model for each business function to be implemented.
- A user acceptance certificate containing all the validated measures and dimensions

Table 3a: Clause by Clause Business Requirements– Reports and Dashboards

	Feature	Requirements	Marks	Bidders Response
3.1	Reports and dashboards	The bidder will be expected to gather, analyze and deliver KPIs, BI reports and dashboards for the following subject areas:	2.0	
		3.1.1 Taxpayer Accounting		
		3.1.2 Customs Declarations		
		3.1.3 Customs Revenue		
		3.1.4 Manifest		
		3.1.5 Exemptions		
		3.1.6 Finance		

	Feature	Requirements	Marks	Bidders Response
		3.1.7 Supply Chain		
		3.1.8 Facilities and Logistics		
		3.1.9 Human Resource		
		3.1.10 Customer Service		
		3.1.11 Information Technology Services		
3.2	Data Modelling; data sources	The bidder should	0.5	
		3.2.1 Build upon the existing data warehouse to incorporate all data of interest.		
		3.2.2 Include all data sources that would facilitate answers to the business question the realization of the business outcomes.	0.5	
		3.2.3 Identify additional/alternative data sources to meet the data coverage requirements.	0.5	
		3.2.4 Implement dimensional modelling where data can be viewed in a cube dimension for slicing and dicing.	0.5	
3.3	Report formats	The bidder should	0.5	
		3.3.1 Enable reporting in varied formats and at different levels depending on factors such as frequency and consumer of the report.		
		3.3.2 Provide different data marts for each group of users (or business questions) based on	1.0	

	Feature	Requirements	Marks	Bidders Response
		their information requirements.		
		3.3.3 The solution must support basic reporting using querying and reporting tools to generate operational reports and organized lists	0.5	
3.4	Interactive Dashboards	Reports should be presented via dashboards in an intuitive and interactive display of information	1.0	
3.5	Monitoring revenue performance	<p>The bidder should enable the generation of reports that will satisfactorily answer strategic business questions related to:</p> <ul style="list-style-type: none"> • Revenue forecast • Revenue Performance against the target • Debt portfolio • Debt age analysis • Debt to revenue ratio • Functionality that will determine trends of and between tax heads, i.e. comparative analysis and distribution of tax payments, operational deficiencies and tax base performance. 	2.0	
3.6	Metadata management	3.6.1 The platform should have a robust way of storing, searching and presentation. It is expected that all the	1.0	

	Feature	Requirements	Marks	Bidders Response
		tools will use the same metadata repository		
		3.6.2 Metadata shall be in 3 levels: Administration, Navigation and traceability in the warehouse and End user.	1.0	
3.7	Search-based BI	The platform should have ability to search the BI content and metadata using keywords and should support knowledge management based on frequently asked questions	1.0	
3.8	Notifications and Alerts	3.8.1 Capabilities of notifications to desktops, smart phones, and other hand-held devices.	0.5	
		3.8.2 Scorecards and Exception Alerts.	0.5	
		3.8.3 Dynamic information, delivery with real time alerts, e-mail distribution, report archiving, performance measurement dashboards.	0.5	

To support corporate performance tracking and reporting, the bidder will implement a corporate performance dashboard that will enable KRA track KPIs at the corporate level from the lowest operational level and build up. The corporate performance dashboard will incorporate key metrics derived from the other subject areas.

Table 3b: Clause by clause corporate performance dashboard specifications

	Feature	Requirements	Marks	Bidders Response
3.9	Corporate Performance Dashboards	The bidder is expected to implement: 3.9.1 A Corporate Performance Management dashboard for various levels, i.e. at the Board, Departmental, and Sectional performance contract level, based on key performance indicators (KPIs).	0.5	
		3.9.2 Management of performance targets through setting, editing, viewing and capturing target notes/marks	0.5	
		3.9.3 Assigning a unit of measure for each target, allocating indicator weights, indicator status and any other relevant performance parameter.	0.5	
		3.9.4 Inserting explanatory notes for each performance indicator.	0.5	
		3.9.5 Embed performance scorecards in the CPM.	0.5	

	Feature	Requirements	Marks	Bidders Response
		3.9.6 Use dashboards for displaying the defined Balanced Score Card perspectives linked to pre-agreed initiatives, targets and the defined key performance indicators (KPIs) and.	0.5	
		3.9.7 Show performance trends on defined strategic initiatives and KPIs.	0.5	
		3.9.8 Generate performance Scorecards and Exception Alerts.	0.5	
		3.9.9 Implement a corporate performance tree showing how various KPIs add up to the corporate performance from the lowest level of operation	0.5	
3.10	Alerts	The bidder will implement; 3.10.1 An alert sub-module set up for initiatives requiring attention, assignees, and approval status and initiatives timelines	0.5	
		3.10.2 Use of multi-coloured highlighting modes such as Green/Amber/Red to show performance status for each initiative and KPI.	0.5	
		3.10.3 The solution will interface with messaging services	0.5	

	Feature	Requirements	Marks	Bidders Response
		whilst sending short message service (SMS) and email notifications to responsible users.		
3.11	Scorecards	The product should be able to support the balanced scorecard methodology which is used within performance management at KRA	0.5	

SECTION 4: DATA EXTRACTION AND LOADING (ETL) SPECIFICATIONS (15 Marks)

The following are the source systems for this implementation:

- iTax for the administration of domestic taxes
- Simba and iCMS for Customs administration
- SAP ERP for Finance, HR, Supply chain, facilities and logistics processes
- Oracle CRM (cloud-based solution)
- Cisco Call Center Manager
- Cargo Tracking System (Postgres DB)
- IBM ITSM tool for IT related processes

KRA possesses two ETL tools: Oracle Data Integrator (ODI) and Informatica Powercenter (PWC). All ETLs must be implemented on one platform. The bidders' scope of work must include the migration/ refactoring of the existing ETL flows on Informatica Powercenter to ODI. In addition, any new ETL flows to be developed shall be done using ODI. KRA will extract data from the source systems to a staging area from where the bidder will obtain the data.

The expected deliverables shall include:

- A mapping document that shall contain the ETL architecture - source to target data mapping and associated business rules. This shall include but not limited to

table names, field/column name, field data types, field length, field description (end user metadata), comments/explanations and mapping/key indicators.

- A user acceptance certificate showing validation and testing steps with sample data to be provided by KRA which will be run over a period of several execution runs.

Table 4: Clause by Clause Data Extraction and Loading (ETL) Specifications

	Feature	Requirements	Marks	Bidders Response
4.1	ETL design	4.1.1 The bidder shall provide the overall ETL strategy and design that clearly outlines the fulfilment of requirements in Section 4.	1.0	
		4.1.2 The bidder should articulate the architecture of the ETL process in addition to demonstrating support for version or revision control	1.0	
4.2	ETL Standardization	Migration/ refactoring to a common ETL platform. i.e Informatica Powercenter (PWC) to Oracle Data Integrator	1.0	
4.3	Incremental loading	The bidder must implement incremental loading i.e. The solution should allow for incremental data set extracts (new and changed since last extract) Source log file readers, source date and sequence number filters, and Cyclic redundancy check (CRC) -	1.0	

	Feature	Requirements	Marks	Bidders Response
		based record comparison in the ETL implementation.		
4.4	As at reporting	The bidder must implement an ETL design that will enable as-at reporting.	1.5	
4.5	Historical data capture	Historical data capture shall be implemented at the ODS	1.0	
4.6	Metadata driven ETL	The bidder shall establish a framework for data governance that shall include technical, business and process metadata such as data migration controls, handling exception, rules, attributes and relationships	1.5	
4.7	Data Extract Capabilities	The bidder should implement an ETL process that will allow trickle feeds or mini batch loads to support operations that require real time data – hourly reporting on identified metrics	1.5	
4.8	Data Cleaning and Conform Capabilities	The bidder should implement the following: 4.8.1 Data profiling and quality checks: - Inline ETL tests applied systematically to all data flows checking for data quality (standardization, consistency, completeness and	1.5	

	Feature	Requirements	Marks	Bidders Response
		accuracy) issues across all layers of DW such as duplication, consistency, null values, pattern matching, attribute value range and lengths		
		4.8.2 The bidder must provide a graphical interface that will show the results of quality checks	1.0	
		4.8.3 Error event handler: - Comprehensive system for reporting and responding to all ETL error events. Includes branching logic to handle various classes of errors and real-time monitoring of ETL data quality. A graphical interface to provide the results of this should be implemented.	1.0	
4.9	Slowly changing dimension management	The bidder should implement slowly changing dimension management.	1.0	
4.10	Automated validation	Implement an automated procedure for comparing the results of the ETL process across all the layers based on the provided test cases	1.0	

SECTION 5: ADVANCED ANALYTICS (15 Marks)

The scope of this delivery is the delivery of at least 2 advanced analytics use cases. The main objective of this phase would be to build capacity for KRA staff to implement future use cases.

The expected deliverables shall include:

- An analysis of the business use case to be addressed containing the business objectives, key stakeholders, architecture of the proposed solution, deployment plan and validation of the output
- A user acceptance certificate against the validation and evaluation plan

Table 5: Clause by clause Advanced Analytics specifications

	Feature	Requirements	Marks	Bidders Response
5.1	Advanced analytics	The bidder should: 5.1.1 Extract valid, previously unknown, comprehensible and actionable information from the existing data warehouse and use it to give crucial insights.	1.0	
		5.1.2 Bidder should prepare and attach a proposal for at least two (2) use cases to address any of the following: <ul style="list-style-type: none"> • Revenue prediction • Taxpayer classification/segmentation • Identification of potentially new / non-compliant taxpayers • Optimization of revenue collection processes • Prediction of tax fraud 	10.0	

	Feature	Requirements	Marks	Bidders Response
		<ul style="list-style-type: none"> • Predict how the taxpayer base is expected to change in the next 5 years • Tax refunds fraud detection • Any other tax administration use case (5 Marks for each use case)		
		5.1.3 Bidder shall empower staff with analytical competencies, advanced analytics, data mining, and predictive modelling techniques and tools. Bidders shall include this in the training/knowledge transfer plan.	2.0	
5.2	Data Mining and Discovery	The bidder must implement; 5.2.1 Use of all-inclusive techniques and tools will be used to discover useful trends in data.	1.0	
		5.2.2 Use of data mining for purposes of knowledge discovery to identify non-compliance	1.0	

SECTION 6: TRAINING AND KNOWLEDGE TRANSFER (10 Marks)

The bidder must provide training and capacity building for their delivery. Such training includes: hands on training, solution walk through, user demos and class room training for business users. The bidder must provide Training and Knowledge Transfer as specified in Table 6 below.

The expected deliverables shall include:

- Delivery of training and certifications from accredited institutions for the identified courses that shall be provided as appendix G. The cost of the training MUST be clearly outlined in the financial proposal.

Table 6: Clause by Clause Training and Knowledge Transfer Specifications

	Feature	Requirement	Marks	Bidders Response
6.1	Formal Training	6.1.1 Formal instructor led training for all the tools in use for 15 technical staff (<i>as per list provided on appendix G</i>). All such training shall be provided at an accredited centre.	1.0	
		6.1.2 All training must be undertaken to certification level	2.0	
6.2	Knowledge Transfer	6.2.1 Bidder must clearly define a knowledge transfer plan that will include and not limited hand on training, pairing and mentoring.	2.0	
		6.2.2 The bidder will be required to pair KRA's resources with their	1.0	

	Feature	Requirement	Marks	Bidders Response
		resources for project delivery		
6.3	Training on customized the solution	<p>6.3.1 Bidder must undertake a solution walk thorough for the business users at various levels:</p> <ul style="list-style-type: none"> ▪ KRA Leadership ▪ Mid-Level Management ▪ Operations staff 	1.0	
		6.3.2 The bidder must undertake training of trainers for 20 business staff who will be the solution champions	1.0	
		6.3.3 The bidder shall provide user manuals for the customizations developed and not standard/ generic manuals.	2.0	

SECTION 7: PROJECT DELIVERY (10 Marks)

The project must be implemented in an agile and incremental manner with progressive development and deployment of capabilities during the implementation period and the work plan must clearly show this. The expected deliverables include:

- i. A detailed work plan to cover the delivery of the full scope.
- ii. Signed user acceptance certificates to certify delivery and acceptance for each milestone.
- iii. Comprehensive project documentation that includes but is not limited to solution architecture documentation, Kimball Matrices, Mapping documentation, Technical manuals (including deployment instructions), Design specification documents, Test scripts and test results.

The following shall be mandatory requirements as part of project delivery.

- All development work will be done ONSITE, within any of KRA’s premises. VPN connectivity will not be provided.
- The lead consultant, where applicable, shall be accountable and take responsibility for end-to-end delivery of the solution.
- The project shall be delivered within 8 months from the contract signature date.

The project delivery requirements are outlined in Table 7 below:

Table 7: Clause by Clause Project Delivery Specifications (10 Marks)

	Feature	Requirements	Marks	Bidders Response
7.1	Workplan	The Bidder must provide a detailed work plan to ensure delivery of the full scope showing each of the activities and associated timelines, proposed phasing (if any) and milestones. The project duration shall not exceed 8 months from the contract signature date. The bidder shall provide a letter stating their commitment to this	3.0	

	Feature	Requirements	Marks	Bidders Response
		requirement. However, the bidder will be expected to deliver the project until completion at no extra cost.		
7.2	Agile Delivery	7.2.1 The bidder must clearly define the development timeboxed sprints that will not exceed 2 weeks	1.0	
		7.1.1 The bidder must clearly demonstrate the incremental delivery of usable modules every 4 weeks.	1.0	
7.3	Testing and Quality Assurance	7.3.1 The bidder must adhere to the following 3 level testing process: <ul style="list-style-type: none"> • Unit testing (to be undertaken by the developers and test results provided to KRA prior to commencement of User acceptance testing (UAT)) • UAT 1: Data Validation 	2.0	

	Feature	Requirements	Marks	Bidders Response
		<ul style="list-style-type: none"> • UAT 2: Interface usability 		
		7.3.2 The testing cycle should be included in the development sprints.	1.0	
7.4	Solution Documentation	<p>The bidder is expected to develop and provide detailed documentation of the solution. Such documentation includes but is not limited to:</p> <ul style="list-style-type: none"> i. Solution architecture documentation ii. Kimball Matrices iii. Mapping documentation iv. Technical manuals (including deployment instructions) v. Design specification documents vi. Test scripts and test results 	2.0	

SECTION 8: SUPPORT AND MAINTENANCE (5 Marks)

To ensure successful adoption and handover of the solution. The bidder must provide post implementation support and maintenance for the delivered solution. To facilitate this, the following are the expected deliverables at the minimum:

- i. At least six-months' warranty to address any defects and bugs arising from the delivery.
- ii. A signed service level agreement that clearly defines the scope and the service levels, issue classification, reporting and escalation mechanisms.

The support and maintenance requirements are specified in Table 8 below.

Table 8: Clause by Clause Support, Maintenance and Warranty Specifications

	Feature	Requirement	Marks	Bidders Response
8.1	Support	The bid should include at least one-year support. Any extra period of committed support will be a value addition to the submitted bid. The cost of the support period must be clearly outlined in the financial proposal. The payment for support will be on an annual basis.	1.0	
8.2	Level of support	The Bidder should provide Support for the solution post implementation should be at premier or higher level.	1.0	
8.3	Service Level Agreement	The Bidder should provide a detailed draft Service level agreement covering the warranty and support period. The SLA will only be binding once agreed upon and signed by KRA.	2.0	

	Feature	Requirement	Marks	Bidders Response
		The SLA should include, but not limited to scope/coverage, issue classification, response times, reporting and escalation mechanisms and contact person(s).		
8.4	Warranty	Six month's warranty to address any defects and bugs arising from the delivery. The bidder must clearly indicate what is covered by the warranty.	1.0	

8.5 FINANCIAL PROPOSAL

Bidders are required to submit a comprehensive and itemized financial proposal inclusive of all taxes.

REPORTING

The Consultant/s shall report to the KRA appointed Project Manager.

A. OVERALL TENDER EVALUATION CRITERIA

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut-Off score
Tender Responsiveness	Mandatory	
Firm & Consultant's evaluation	60	45
Responsiveness to Terms of Reference	100	80
Financial Evaluation	20	
Post Qualification Evaluation	Substantive Responsiveness	
Totals	100	
Award	The responsive proposal with the highest score determined by the procuring entity by combining, for each proposal, in accordance with the procedures and criteria set out in the request for proposals, the scores assigned to the technical and financial proposals where Request for Proposals method is used	

SECTION V: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc., as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal.

The financial proposal shall contain the following.

- i. Financial proposal Submission form
- ii. Summary of costs
- iii. Breakdown of Remuneration
- iv. ***Because of the need to consult on some particular services from time to time, the consultants are required to indicate the individual hourly, daily, weekly or monthly rate for use when continuous engagement is not desirable. This would be for example be during evaluation of bids and the actual project implementation where the consultant could act as the employer's agent. These rates should be captured in the breakdown of remuneration in the financial proposal.***

The financial proposal should be prepared using the Standard forms provided in this part.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial Proposal Submission Form	63
2. Summary of Costs & Breakdown of Price per activity	64
3. Breakdown of Remuneration	65

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

1. We, the undersigned, offer to provide the consulting services for **Provision of Consultancy Services for Phase 2 and 3 of The Enterprise Data Warehouse and Business Intelligence Solution** in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]:

_____ [Address]:

1. Summary of Costs - Provision for Consultancy Services for Phase 2 and 3 of The Enterprise Data Warehouse and Business Intelligence Solution

Provide a detailed breakdown of the line items adding up to the total amount of the Financial Proposal.

	Item	Cost (KES)	Taxes (KES)	Amount (KES) Inclusive of all Applicable Taxes
1.	Infrastructure optimization			
2.	Upgrade and Migration to OAS			
3.	Implementation services (Reports and dashboards, advanced analytics and corporate performance, ETL)			
4.	Training			
5.	Project Management			
6.	One year Support and maintenance			
Total Amount of Financial Proposal Inclusive of all Applicable Taxes (to be moved to Financial Submission Form)				

2. Provision of Consultants on need basis subject to availability of Funds

BREAKDOWN OF REMUNERATION

	Role	Remuneration Rate per week of Five(5) working days	Amount (KES) Inclusive of all Applicable Taxes
1.	Solution architect		
2.	Technical project manager		
3.	ETL architect		
4.	BI architect		
5.	SAP ERP expert		
6.	Tax expert		
7.	System/database administrator		

SECTION VI: STANDARD FORMS



8.1 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..... Email.....
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 Citizenship Details.....
Part 2 (b) Partnership	
2b.1	Given details of Partners as follows:

2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
	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

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

Part 3 – Eligibility Status

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

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

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

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

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

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

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

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

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

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

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

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

3.10 If answer in '3.9' above is **YES** give details

.....

.....

.....

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

Date..... Signature of Candidate

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

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

CONTENTS

	Special Notes.....	75
	Contract for Consultant's Services.....	76
I	Form of Contract.....	77
II	General Conditions of Contract.....	79
1.0	General Provisions.....	79
1.1	Definitions.....	79
1.2	Law Governing the Contract.....	80
1.3	Language.....	80
1.4	Notices.....	80
1.5	Location.....	80
1.6	Authorized Representatives.....	80
1.7	Taxes and Duties.....	80
2.0	Commencement, Completion, Modification and Termination of Contract.....	81
2.1	Effectiveness of Contract.....	81
2.2	Commencement of Services.....	81
2.3	Expiration of Contract.....	81
2.4	Modification.....	81
2.5	Force Majeure.....	81
2.5.1	Definition.....	81
2.5.2	No Breach of Contract.....	81
2.5.3	Extension of Time.....	81
2.5.4	Payments.....	81
2.6	Termination.....	82
2.6.1	By the Client.....	82
2.6.2	By the Consultant.....	82
2.6.3	Payment upon Termination.....	83
3.0	Obligations of the Consultant.....	83
3.1	General.....	83
3.2	Conflict of Interests.....	83
3.2.1	Consultant Not to Benefit from Commissions, Discounts, etc	84
3.2.2	Consultant and Affiliates Not to Be Otherwise Interested in Project.....	84
3.2.3	Prohibition of Conflicting Activities.....	84
3.3	Confidentiality.....	85
3.4	Insurance to be Taken Out by the Consultant.....	86
3.5	Consultant's Actions Requiring Client's Prior Approval.....	86
3.6	Reporting Obligations.....	86
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	86
4.0	Consultant's Personnel.....	86

4.1	Description of Personnel.....	86
4.2	Removal and/or Replacement of Personnel.....	87
5.0	Obligations of the Client.....	87
5.1	Assistance and Exemptions.....	87
5.2	Change in the Applicable Law.....	87
5.3	Services and Facilities.....	87
6.0	Payments to the Consultant.....	87
6.1	Lump-Sum Remuneration.....	88
6.2	Contract Price.....	88
6.3	Payment for Additional Services.....	88
6.4	Terms and Conditions of Payment.....	88
6.5	Interest on Delayed Payments.....	88
7.0	Settlement of Disputes.....	88
7.1	Amicable Settlement.....	88
7.2	Dispute Settlement.....	89
III	Special Conditions of Contract.....	90
IV	Appendices.....	92

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____) day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - (
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub Consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

- b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____
[name of client]

[full name of Client's
authorised representative] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ [name of
consultant]

[full name of Consultant's
authorized representative] _____

[title] _____

[signature] _____

[date] _____

II.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GCC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

- (k) “SCC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and

necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination:

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause; "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the

Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment Upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3

OBLIGATIONS OF THE CONSULTANT

3.1

General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

Conflict of Interests

3.2.1

Consultant Not to Benefit from Commissions, Discounts, Etc.

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the

Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4

CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by

the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key **Personnel**, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(a) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5

OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6

PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum

The Consultant's total remuneration shall not exceed

- Remuneration** the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7 SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to

concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
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1.1(i) The Member in Charge is _____
[name of Member]

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex; _____

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is (_____) *[date]*.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability

(ii) Loss of or damage to equipment and property

6.2(a) The amount is not in foreign currency for this contract.

6.2(b) The amount in local Currency to be paid will be based on a per centum of the project

6.4 Payments shall be made according to the following schedule:

6.4	Payments shall be made according to:
	<i>The methods stipulated according to the relevant legal provisions of the profession of the lead Consultant.</i>

IV. Appendices
APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
 - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY-NOT APPLICABLE

List here the elements of cost used to arrive at the breakdown of the lump-sum price Local Currency option

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX G – Training List

	OU Course Name	Cumulative Day(s)	No of users	Delivery Mode	Comments
1.	Oracle BI 12c: Build Repositories	5	15	Instructor led Training	A requirement for the core BI team of BI admins and developers.
2.	BI Publisher	3	20	Instructor led Training	A requirement for the core BI team of BI admins and developers.
3.	Oracle Big Data Fundamentals	5	20	Instructor led Training	Optional training for the core BI team of BI admins and developers.
4.	Predictive Analytics using Oracle Data Mining	2	15	Instructor led Training	Required advanced training for the core BI team of BI admins and developers.
5.	Oracle WebLogic Server 12c: Administration I	5	5	Instructor led Training	A requirement for the core BI team of BI admins, optional for BI developers.
6.	Unlimited Learning subscription for 1 year	1 year	4	Online Training	This 1-year subscription to online learning will give access to all the trainings listed here to the KRA BI core team

	OU Course Name	Cumulative Day(s)	No of users	Delivery Mode	Comments
					plus some extra CX cloud BI courses. Members will follow a certain learning path from amongst the courses that OU will advise on..
7.	Oracle BI 12c: Overview Ed 1 (Assume 8 classes of 12-13 pax)	1	100	Instructor led Training	BI introductory course to KRA business end users across all departments. Bidder shall execute 8 Private classes to cover 100 training delegates. This one will be specific to Oracle BI. Please note that the no of users specified are for certification purposes. However KRA will provide the maximum number of participants per class.
8.	Oracle BI 12c: Create Analyses and Dashboards (Assume 4 classes of 12-13 pax)	5	50	Instructor led Training	BI introductory course to KRA business end users across all departments. We will execute 4 Private classes to cover 50 training delegates. Please note that the no of users specified are for certification purposes. However KRA will

	OU Course Name	Cumulative Day(s)	No of users	Delivery Mode	Comments
					provide the maximum number of participants per class.
9.	KRA Leadership Workshop - (Assume 1/2 day session of 20 Pax)	1	20	Instructor led Training	These are not Oracle based trainings. The objectives of these courses is to bring general awareness, appreciation and application of data, BI and analytics to revenue administration.
10.	KRA Mid-Level Management Workshop - (Assume 2 classes of 10 each)	1	20	Instructor led Training	
11.	KRA Operations Management Workshop (Assume 4 classes of 20 each)	2	80	Instructor led Training	

** All trainings shall be conducted at an Oracle accredited training institution.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER