



ISO 9001:2015 CERTIFIED

FRAMEWORK CONTRACT

**PROVISION OF AUDIO VISUAL SERVICES
(RESERVED FOR AGPO)**

FOR A PERIOD OF TWO YEARS

**TENDER NO. KRA/HQS/NCB-050/2019-
2020**

**TIMES TOWER BUILDING
P.O. BOX 48240 - 00100
TEL: +254 02 310900
FAX: +254 02 215809
NAIROBI, KENYA.**

JANUARY, 2020

PREBID DATE: 28TH JANUARY, 2020

**CLOSING DATE: 18TH FEBRUARY, 2020
TIME: 11:00 AM**

CHECKLIST FORM

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

S/N	ITEM DESCRIPTION	Mandatory
		Kindly tick once attached
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
5.	Letter from the bank indicating that the firm is currently operating an account	
6.	Dully filled, signed and stamped Confidential Business Questionnaire	
7.	Duly filled Price Schedule	
8	Duly filled and signed Form of tender	
9.	Valid AGPO Certificate	
10	Filled, Signed and Stamped Tender Securing Declaration Form	

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SECTION I: INVITATION TO TENDER



Tender Notice

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

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	KRA/HQS/NCB-050/2019-2020 FRAMEWORK CONTRACT FOR PROVISION OF AUDIO VISUAL SERVICES	OPEN	28TH JANUARY, 2020; 11.00 AM (TIMES TOWER)	18TH FEBRUARY, 2020; 11.00AM

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. Existing KRA suppliers (see list on KRA website) who have not updated their records in SRM System **MUST do so to continue receiving RFXs invitations**. For assistance visit any KRA Procurement office countrywide or email: srmsupport@kra.go.ke.
4. Addenda / clarifications will be posted in Kra Website (www.kra.go.ke) and also sent to all prospective tenderers that have registered for the tender in the KRA supplier Portal.
5. Technical Qualification requirements; Refer to Section V of the bidding document.
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 **18TH FEBRUARY, 2020** at 11.00 a.m. Note: Submission should strictly be done to KRA E-Procurement Portal.
7. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building. **Bidders to note that system bid submission issues shall not be addressed within 24 hours to the tender closing date and time.**

Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email :eprocurement@kra.go.ke

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

SECTION II: INSTRUCTION TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Invitation to tender
 - (ii) Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements
 - (vi) Description Of Services/Price Schedule
 - (vii) Standard form
 - (viii) Form of tenders
 - (ix) Contract Form
 - (x) Confidential Business Questionnaire Form
 - (xi) Tender Security Form
 - (xii) Performance Security Form

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

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify KRA by post, fax or by email at the KRA's address indicated in the Invitation to Tender. KRA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the KRA. Written copies of the KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 KRA shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 No preference shall be allowed during evaluation of tenders

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, KRA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.
- 2.5.2 All prospective tenderers who will have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KRA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all duties, VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5
- 2.9.4 The validity period of the tender shall be 335 days from the date of opening of the tender

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

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

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price. Bidders are required to submit a duly signed Tender Securing Declaration Form and must be valid for 365 days from the date the tender closes.
- 2.12.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be 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.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KRA as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 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.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 335 days after date of tender opening pursuant to paragraph 2.18. A tender validity for a shorter period shall be rejected by KRA as non-responsive.
- 2.13.2 In exceptional circumstances, KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.2 This is combined bid. (**Technical And Financial Combined**) The bids shall be submitted through the KRA supplier portal. The bids should be attached under the notes and attachments section of the RFX.
- 2.14.3 The tender document shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender. **All pages of the tender shall be serialized.**
- 2.14.4 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15. Deadline for Submission of Tenders

- 2.15.1 Tenders must be submitted to KRA through the supplier portal not later than **18TH FEBRUARY, 2020 at 11.00 am.** The system shall not permit submission after the said time.
- 2.15.2 KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders.

- 2.17.1 The tenderer may modify the tender after submission and resubmit to the Notes and attachment Section. Tenderer to note that before resubmission all prior version/document must be deleted. A bidder should only submit one document.
- 2.17.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted.

2.18. Opening of Tenders

- 2.18.1 KRA will open all tenders in the presence of tenderers' representatives who choose to attend, on **18TH FEBRUARY, 2020 at 11.00 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 KRA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19. Clarification of Tenders

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

2.20. Preliminary Examination and Responsiveness

- 2.20.1 KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.20.5 If a tender is not substantially responsive, it will be rejected by KRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

- 2.22.1 KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 KRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

Operational Plan

- (i) KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.
 - (ii) Deviation in payment schedule
 - (iii) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KRA may consider the alternative payment schedule offered by the selected tenderer.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 calendar days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

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

2.24. Post-qualification

- 2.24.1 KRA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KRA deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award

- 2.25.1 Subject to paragraph 2.29 KRA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 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.

2.26. Procuring Entity's Right to Accept or Reject any or All Tenders

- 2.26.1 KRA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for KRA's action. If KRA determines that none of the tenders is responsive, KRA shall notify each tenderer who submitted a tender.

- 2.26.2 KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Intention for Award

- 2.27.1 Prior to the expiration of the period of tender validity, KRA will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KRA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.27 Signing of Contract

- 2.28 Signing of the contract will include the required attachments being the technical specifications, general and special conditions, form of tender, price schedule, notification of award, acceptance, delivery schedule and any teaming agreements if any.
- 2.28.1 At the same time as KRA notifies the successful tenderer that its tender has been accepted, KRA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KRA.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 No Performance Security is required for this Tender. Bidders will be required to fill, sign and stamp the Tender Securing Declaration Form.

2.30. Corrupt or Fraudulent Practices

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

Appendix to Instructions to Tenderers

The following information for the procurement of **Provision of Audio Visual Services** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to

tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
1.1	There will be a PRE-Bid briefing on 28th JANUARY, 2020.
1.3	Bidders may download documents free of charge from the KRA Website www.kra.go.ke .
2.1	The tender is open to all Eligible bidders
2.9.2	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.
2.14.2	<p>The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender) clearly labeled with the tender name and tender reference number. The Tender shall open on 18th February, 2020 at 11:00 hours, local time,</p> <p>Place: Convention Centre on the 5th Floor of Times Tower Building. Street: Haile Selassie Avenue City: Nairobi Country: Kenya.</p>
2.15.1	Deadline for submission is 18th February, 2020 at 11.00 a.m.
2.25.1	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between KRA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to KRA under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day.

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without KRA's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of KRA and shall be returned (all copies) to KRA on completion of the contract's or performance under the Contract if so required by KRA.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within ten (10) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KRA the performance security where applicable in the amount specified in SCC.

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

3.6.3 The performance security shall be in the form of a Bank guarantee issued by a commercial bank operation in Kenya. The performance guarantee shall be submitted within 10 days of notification of award.

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by KRA in the schedule of requirements and the special conditions of contract.

3.7.2 Indemnity

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

3.8. Payment

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

3.8.2 Payment shall be made promptly by KRA, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

3.9. Prices

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

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one (1 year).

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.

3.9.4 Price variation requests shall be processed by KRA 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

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

3.11.2 In the event KRA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to KRA for any excess

costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 KRA may at any time terminate the contract by giving written notice of 30 days to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.

3.13. Termination for any other reason

3.13.1 KRA by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KRA's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

3.14.1 Any dispute, controversy or claim between the parties arising out of this contract or the breach, termination or invalidity thereof, unless settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be settled by arbitration.

3.14.2 Such arbitration shall be conducted in Nairobi in accordance with the provisions of the Nairobi Centre for International Arbitration Act, No 26 of 2013 and the Nairobi centre for International Arbitration (Arbitration) Rules, 2015 as they may be amended from time to time.

3.14.3 To the extent permissible by law, the determination of the Arbitrator shall be final conclusive and binding upon the parties hereto.

3.14.4 The Arbitrator shall have no authority to award punitive damages or interest.

3.15. Governing Language

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

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya .

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	Performance Security No performance Security is required for this Tender.
3.7	Delivery Conditions of delivery for the Provision of Generator Maintenance Services will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO). Requirements may be adjusted by giving a short notice.
3.8	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
3.9	Prices Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
3.14	Resolutions of Disputes Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. <i>The place of arbitration shall be Nairobi.</i> The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.15	Language
	The language of all correspondence and documents related to the bid is: English . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
	Law
3.16	The contract shall be interpreted in accordance with the laws of Kenya.
	Notices
3.18	Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION V: SCHEDULE OF REQUIREMENTS

This tender covers the framework agreement for Provision of Audio Visual Services.

Overall Tender Evaluation Criteria;

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut Off Scores
Tender Responsiveness	Mandatory	Requirement
Vendor Evaluation	30	20
Technical Evaluation	12	8
Pitch	38	25
Totals	80	53

(i) Tender Responsiveness

Your tenders shall be examined for the following which you must provide in addition to other requirements specified in the tender documents.

S/N	ITEM DESCRIPTION	Mandatory
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
5	Letter from the bank indicating that the firm is currently operating an account	
6.	Dully Filled, Signed and Stamped Confidential Business questionnaire	
7.	Dully Filled Price schedule	
8	Duly filled and signed Form of Tender	
9.	Valid AGPO Certificate	
10.	Filled, Signed and Stamped Tender Securing Declaration Form	

NB: Tenders will proceed to vendor evaluation stage only if they meet all the mandatory requirements.

(ii). Vendor Evaluation Criteria

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

Criterion			
A)	Experience of the firm	Max Score	Cut off Score
i)	<p>At least three (3) years' experience conducting the services for government and/or the private sector whose value is at least Kshs.2M.</p> <p>Over 3 years' experience.....9 marks</p> <p>1-2 years' experience.....6 mark</p> <p><i>Provide a company profile to support</i></p>	9	6
B)	Provide information as indicated Below		
	<p>i) At least 3 organizations to whom the services have been rendered to with a value of not less than 2M.</p> <p>Name of client- (1 marks each per client)</p>	3	2
	<p>ii) Attach Proof of contracts e.g. contracts, award letters, L.S.Os. For at least 3 organization's (1marks each).</p> <p>Value of the award must not be less than 2M.</p>	3	2
ii)	<p>Submit an organizational structure showing how the firm is run. The structure should indicate the departments and submit a list of key staff.</p>	2	1
C)	<p>CV'S of the proposed staff (10marks)</p> <p>Submit CV for the Team Leader and two Key staff stating previous events they have been involved in.</p> <p>Team Leader (1)</p> <p>Over 5-years' experience.....6 marks</p> <p>3-5years'experience.....3 marks</p> <p>1-2 years' experience.1 mark</p> <p>Key Staff (2):</p> <p>Over 5-years' experience.....2 marks (for each)</p>	10	

3-5 years' experience.....1.5 marks (for each) 1-2 years' experience.1 mark (for each) <i>(Provide copies of CVs for all proposed staff in this assignment to qualify for full marks)</i>		7
Recommendation letters for past work done. Submit copies of three letters from the clients(3marks)	3	2
TOTAL SCORE	30	20

(iii) Technical Specifications

Evaluation Attribute	Max Score	Cut Off Score
Provide at least three CV's of the key personnel proposed to cover the event.	6	4
Provide evidence (still photos and video) of atleast 3 corporate events undertaken within the last 3 years whose contract value is not less than Kshs. 3M.	6	4
TOTAL SCORES	12	8

(iv) Concept Evaluation – THE PITCH

Brief for Concept Presentation

KRA is seeking to engage the services of an audiovisual service provider in its corporate events with following objectives;

- Production of first class events
- Value addition of the event to the Authority's overall corporate mandate
- Carry out events with lasting impression on minds of audiences
- Create sustainability of the KRA's brand through events

Event Description

KRA is scheduled to conduct the 2020 Taxpayers Month Activities during the month of October 2020. The activities include among others a two-day Tax Summit attended by over 1000 pax; One week long expo open to the general public; an award ceremony to be graced by H.E. the President of the Republic of Kenya attended by over 700 pax among them the Deputy President, Cabinet Secretaries and a number of high ranking public officers and other dignitaries including international delegates.

Venue

The event will be held at the Kenyatta International Convention Centre (KICC) COMESA open grounds and Tsavo Ballroom **OR** Safaricom Stadium Kasarani.

Expectations

The audiovisual provider is expected to present a concept for the provision of audio visual services for the event described above.

In addition, the service requirements include provision of a fully integrated audiovisual system complete with high quality professional and commercial grade output supported by the following equipment and systems but not limited to:-

- Media Control Systems
- Flat Panel Displays
- Multimedia Projectors
- Motorized Projection Screens
- AV Control Systems including Touch Panel and other controllers
- Audio Conferencing Systems
- Loudspeakers
- Audio-Video Source Equipment
- Audio-Video Reinforcement and Distribution Systems
- Audio-Video Switching
- Audio-Video Interface Equipment
- Audio-Video Cabling and Terminations
- Ethernet and Control Support
- Architectural Elements and Mounting Hardware
- Display or Projector lifts
- Video Cameras Audiovisual Production and Broadcast Consoles

**The Evaluation criteria of the Pitch will be based on the following:
(38 Marks)**

NO	CRITERIA	Max scores	Cut off score
	Understanding of the brief and role of Audio Visual Provision.		
1.	Demonstrate a clear understanding of the concept by making a presentation, by using renders, audio visuals, and describing the big idea.	10	7
2.	Level of creativity and innovation as reflected in the presented concepts.	10	7
3.	Suitability, practicability and applicability of proposed implementation plan	6	4
4.	Overall presentation Clarity of presentation	6	3
5.	logical flow of ideas in concept and implementation plan	6	4

GRAND TOTAL	38	25
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- The total marks for **Vendor, Technical and Concept Evaluation** will be calculated to a total of **80%**.
- **Award shall be to the lowest evaluated bidder**

(iv)Financial Evaluation

The firm that provides the most competitive financial proposal will be considered for award. The financial evaluation will be done through comparing rates submitted for all the items listed below.

PROVISION OF TECHNICAL & AUDIO VISUAL EQUIPMENT

All prices must be inclusive of VAT.

Award will be as a lot

ITEMS	DAYS	QTY / ROOM	Rate	Amount
Professional Sound Equipment				
QSC K8 Full range speakers	1	4		
AKG GN30 CK47 Goose neck Lectern Microphones	1	4		
Shure UR4D Cordless Microphones	1	2		
Yamaha CL5 Mixing Console	1	1		
Sound Engineer	1	1		
Professional Intelligent Lighting				
Source Four WFL 575 Watt Pars	1	4		
LED Par cans RGBW 54x3W ip65	1	12		
Avolites Tiger Touch Digital Mixer	1	1		
ADB 12 channel dimmer	1	2		
Cabling And Accessories	1	1		
Lighting Engineer	1	1		
Daylight LED Screens				
Daylight LED Screens		48		
Presenter Preview Monitors		1		

Folsom Image Pro HD 3G		1		
Structures				
Stage Boards - 6m by 2.4m by 0.3m	1	1		
Stage Carpeting	1	1		
Branded Podium	1	1		
Power Generators And Distribution				
Power Generator 100 KVA with Distro boxes	1	1		
Generator Operator	1	1		
Cabling and Accessories	1	1		

AUDIO VISUAL AND TECHNICAL EQUIPMENT				
ITEMS		QTY	RATE	AMOUNT
Professional Sound Equipment				
QSC K12 Full range speakers	1	8		
Nexo PS 15 R2 Stage Monitors	1	4		
AKG GN30 CK47 Goose neck Lectern Microphones	1	6		
Shure UR4D Cordless Microphones	1	4		
Yamaha CL5 Mixing Console	1	1		
Sound Engineer	1	1		
Professional Intelligent Lighting				
Source Four WFL 575 Watt Pars	1	12		
LED Par cans RGBW 54x3W ip65	1	30		
Avolites Tiger Touch Digital Mixer	1	1		
ADB 12 channel dimmer	1	2		
Cabling And Accessories	1	1		
Lighting Engineer	1	1		
Daylight LED Screens (With accompanied Set Design)				
Daylight LED Screens	1	90		
Presenter Preview Monitors	1	2		
Folsom Image Pro HD 3G	1	1		
Structures(With accompanied Set Design)				

Stage Boards 12m by 4.8m by 1.4m	1			
Stage Carpeting	1	1		
Branded Podium	1	1		
Power Generators And Distribution				
Power Generator 250 KVA with Distro boxes		1		
Generator Operator		1		
Cabling and Accessories		1		

AUDIO VISUAL AND TECHNICAL EQUIPMENT - LUNCHEON AREA				
	ITEMS	QTY	RATE	AMOUNT
LUNCHEON AREA - KICC LAWNS	Professional Sound Equipment			
	D & B J8 speakers - Tops	6		
	D & B J - Infra Subs Speakers	2		
	D&B D12 Amplifiers	6		
	Nexo PS 15 R2 Stage Monitors	4		
	AKG GN30 CK47 Goose neck Lectern Microphones	2		
	Shure UHF-R RF Wireless	4		
	Professional Backline Equipment	1		
	Yamaha CL5 Console - Main Mix	1		
	Sound Engineer	1		
	Professional Intelligent Lighting			
	Clay Parly SharpyI intelligent Moving Heads	6		
	Source Four WFL 575 Watt Pars	12		
	Martin Mac TW1 Wash intelligent moving heads	6		
	LED Par cans RGBW 54x3W ip65	24		
	Avolites Tiger Touch Digital Mixer	1		
	ADB 12 channel dimmer	2		
	23M TN Chain Masters Motors	2		

	Cabling And Accessories	1			
	Lighting Engineer	1			
	Daylight LED Screens -Back Drop Creative- P3	48			
	Daylight LED Screens Live Feed Screens	48			
	Folsom Image Pro HD 3G	1			
	Structures(With accompanied Set Design)				
	Mounting Structures - Trussing & Layher	1			
	Stage Boards - 1.2m by 2.4m	24			
	Creative stage Elements	2			
	Stage Carpeting	1			
	Branded Podium	1			
	Power Generators And Distribution				
	Power Generator 100 KVA with Distro boxes	1			
	Power Generator 250 KVA with Distro boxes	1			
	Generator Operator	1			
	Cabling and Accessories	1			
	Generator Fuel				
AUDIO VISUAL TECHNICAL EQUIPMENT - REGISTRATION AND EXPO AREA					
	ITEMS	DAYS	QTY	UNIT PRICE	TOTAL AMOUNT
TAX PAYERS DAY REGISTRATION AND EXPO AREA	Professional Sound Equipment				
	QSC K12 Full range speakers	1	4		
	Shure UR4D Cordless Microphones	1	2		
	Sound Craft Analogue Mixing Console	1	2		
	Sound Engineer	1	1		
	DISPLAY SCREENS				
	51 inch screens for Registration area names displays and animations	1	10		

Registration Area Structures(With accompanied Design)				
Branded Registration Desks	1	10		
Que Stands for crowd Control	1	60		
Power Generators And Distribution				
Power Generator 250 KVA with Distro boxes	1	2		
Expo Area booth Power Distribution	1	1		
Generator Operator	1	2		
Generator Fuel	1			

Provision of Audio Visual Services

All prices must be inclusive of VAT

BIDDERS TO SIGN AND STAMP THAT THEY HAVE READ AND UNDERSTOOD AND SHALL PROVIDE ALL ITEMS AS PER THE ABOVE LIST

Sign....._Stamp.....

NB: Total tender Sum figure should be moved to the Form of Tender

No.	Description	Total tender sum inclusive of VAT	Delivery schedule
1	Two Year Framework Contract for the Provision of Technical Audio Visual Equipment		Need Basis

SECTION VI : STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Securing Declaration Form** - When required by the tender documents the tender shall provide the tender securing declaration in the form included herein any another format acceptable to the procuring entity

Form of Tender

To:
Name and address of procuring entity

Date _____

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to Provision of Audio Visual Services, framework contract for two(2) years under this tender in conformity with the said Tender document for the sum of
.....
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2014

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Confidential Business Questionnaire

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

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

Part 1 – General	
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road Postal Address Tel No. Fax E mail
1.4	Nature of Business:.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers Branch
Part 2 (a) – Sole Proprietor	
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin Citizenship Details.....
Part 2 (b) Partnership	
2b.1	Given details of Partners as follows:
2b.2	<u>NameNationalityCitizenshipDetailsShares</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
NameNationalityCitizenshipDetailsShares
1.....
.....
2.....
.....
3.....
.....
4.....
.....
5.....

Part 3 – Eligibility Status

- 3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
- 3.2 If answer in '3.1' is **YES** give the relationship.
.....
.....
.....
- 3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
- 3.4 If answer in '3.3' above is **YES** give details.
.....
.....
.....
.....
- 3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by Kenya

Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____
No _____

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

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

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

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

(b) Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity?
Yes _____ **No** _____

(c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.
Yes _____ **No** _____

3.10 If answer in '3.9' a, b or c above is **YES** give details:
.....
.....
.....

Date Signature of Candidate
.....

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

TENDER SECURING DECLARATION FORM

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

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

Tender No.

To: Kenya Revenue Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 2 years starting on 18th February 2020 if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

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

CONTRACT FORM
TENDER REF No: KRA/HQS/NCB/050/2019-2020
PROVISION OF AUDIO VISUAL SERVICES
THIS AGREEMENT made the _____ day of _____ 20 _____ between Kenya Revenue Authority of Kenya (hereinafter called “the Procuring entity) of the one part and[<i>name of tenderer</i>] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;
WHEREAS the Procuring entity invited tenders (Provision of Audio Visual Services and has accepted a tender by the tenderer for the Provision of Audio Visual Services in the sum of[<i>contract price in words and figures</i>] (Hereinafter called “the Contract Price).
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, sealed, delivered by _____ the _____ (for the Procuring entity
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____
(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

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

To: _____

RE: Tender No. _____

Tender Name _____

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

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

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

FOR: **Commissioner-General**