



STANDARD TENDER DOCUMENT

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)**

TENDER NO. KRA/HQS/NCB-043/2019-2020

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

**CLOSING DATE: 23RD JANUARY 2020
TIME: 11:00 AM**

**PRE-BID DATE: 15TH JANUARY, 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)	
4.	Tender Security - Kshs 200,000 valid for 365 days from 22nd January 2021	
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, signed and Stamped Form of tender	
8	Manufacturer's Authorization Letter	

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Tender Notice

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

NO.	DESCRIPTION	ELIGIBILITY	PRE BID DATE AND TIME	CLOSING DATE AND TIME
1	KRA/HQS/NCB-043/2019-2020: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)	OPEN	15 TH JANUARY 2020 11.00 AM	23 RD JANUARY 2020 11.00 AM

2. Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the:

Deputy Commissioner - Supply Chain Management

Times Tower Building, 25th Floor,

P.O Box 48240– 00100 GPO,

Tel. +254 020 310900

Nairobi, Kenya.

website: www.kra.go.ke

Email : eprocurement@kra.go.ke

3. A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the Tender Tab.
4. Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on Kra Website under Tenders. Qualification requirements; Refer to Section v of the bidding document. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/NCB-043/2019-2020: Supply, Delivery, Installation, Testing & Commissioning of Laboratory Testing Equipment & Laboratory Information Management System**” and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **23rd January 2020 at 11.00 a.m.**
5. Submission should strictly be done via the KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed **within 24 hours to the tender opening date and time.**
6. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building.**
7. 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 Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated above.

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

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Cost of Tendering

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

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements
 - (vi) Details of Service/Technical Specifications
 - (vii) Tender Form
 - (viii) Price Schedules
 - (ix) Contract Form
 - (x) Tender Security Form
 - (xi) Performance Security Form
 - (xii) Bank Guarantee for Advance Payment Form
 - (xiii) Manufacturer's Authorization Form
 - (xiv) Confidential Business Questionnaire.
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially

responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or electronic mail eprocurement@kra.go.ke

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have registered for the tender in the KRA supplier portal.

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

2.5 Amendment of Documents

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

2.5.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA website via electronic mail to all registered bidders.

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

2.6 Language of Tender

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

2.7 Documents Comprising of Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 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

- (d) confidential business questionnaire

2.8 Tender Forms

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.9.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.21.
- 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 unless otherwise specified in the Appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding **Kshs. 200,000/=**
- 2.12.3 The tender security is required to protect KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by KRA as non responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8 The tender security may be forfeited:
- a) If the tenderer **withdraws** its tender **during** the period of tender validity specified by KRA on the Tender Form; or
 - b) In the case of a successful tenderer, if the tenderer fails:
 - i. to sign the contract in accordance with paragraph 30
 - or**
 - ii. to furnish performance security in accordance with paragraph 31.
 - c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non responsive.
- 2.13.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

section.

- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Deadline for Submission of Tenders

- 2.15.1 Tenders must be received by the KRA at the address specified under paragraph 2.17.2 no later than “ **Thursday, 23rd January, 2020.**” **The system shall not permit submission after the said date and time.**
- 2.15.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.16 Modification and Withdrawal of Tenders

- 2.16.1 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded.
- 2.16.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.
- 2.16.3 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.16.4 No tender may be modified after the deadline for submission of tenders.
- 2.16.5 The KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.17 Opening of Tenders

- 2.17.1 The KRA will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Thursday, 23rd January 2020 at 11:00 AM**” and in the location specified in the Invitation to Tender.
- The tenderers’ representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.

2.17.3 The KRA will prepare minutes of the tender opening.

2.18 Clarification of Tenders

2.18.1 To assist in the examination, evaluation and comparison of tenders the KRA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.18.2 Any effort by the tenderer to influence the KRA in the KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination

2.19.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.19.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

2.19.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.21 the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.19.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.20 Conversion to Single Currency

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

2.21 Evaluation and Comparison of Tenders

2.21.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19

2.21.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

- public procurement.
- 2.21.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.21.5 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 2.21.4 and in the technical specifications:
- a) Operational plan proposed in the tender;
 - b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.21.6 Pursuant to paragraph 2.21.1 the following evaluation methods will be applied:
- a) *Operational Plan*
KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KRA's required delivery time will be treated as non-responsive and rejected.
 - b) *Deviation in payment schedule*
Tenderers shall state their tender price for the payment on a schedule outlined in the Special Conditions of Contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule offered by the selected tenderer.
- 2.21.7 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.
- 2.22 Preference**
- 2.22.1 Kenya Revenue Authority does not allow any margin of preference.
- 2.23 Contacting the Kenya Revenue Authority**
- 2.23.1 Subject to paragraph 2.21 no tenderer shall contact the KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.
- 2.24 Award of Contract**
- (a) Post-qualification**
- 2.24.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

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

(c) KRA's Right to Vary Quantities

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

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

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

2.25 Notification of Award

2.25.1 Prior to the expiration of the period of tender validity, the KRA will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.26 Signing of Contract

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

2.26.2 The parties to the contract shall have it signed within 30 days from the date of

notification of contract award unless there is an administrative review request.

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

2.28.2 The Kenya Revenue Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is open to all eligible service providers of Supply, Installation, Testing & Commissioning of Laboratory Information Management Systems (LIMS).
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke .
2.12.1	The amount of tender security required is Kenya Shillings Two Hundred Thousand Only (Kshs.200,000) or the equivalent in freely convertible currency, bank Guarantee, or a guarantee issued by a reputable insurance company registered with Insurance Regulatory Agency. The tender security must be valid for 365 days from the date the tender closes.
2.13.1	Bid Validity Period is 335 days from date of Tender closure
2.13.3	The technical specifications are given in pages 28-39 .
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.16.3	The bidder shall submit technical and financial proposals electronically via the supplier portal in the Notes and Attachments Section of the RFX (Tender) within the tendering period. The Tender shall open on 23rd January 2020 at 11:00 hours . local time
2.17	<i>This tender is based on One (1) bid envelope system. The bidder is required to submit a bid which has combined technical and a financial proposal in one online bid.</i>
2.18.1	Time, date, and place for bid opening are: 11:00 hours local time, on Thursday, 23rd January 2020 . Place: <i>Convention Centre 5th Floor Times Tower Building</i> Street: <i>Haile Selassie Avenue</i> City: <i>Nairobi</i> Country: <i>Kenya</i>

2.20.1	Opening of tender documents will be done in public at the time of closing the tender.
2.22.1	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the 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>
2.24	<p>The bid evaluation will take into account the completeness of bid, vendor evaluation and technical evaluation</p> <p>Bidders must conform to the specific Technical Requirements in Section V.</p>
2.22	<p>Preference KRA will not grant a margin of preference for purposes of bid comparison.</p>
2.27	<p>The performance security required will be 10% of the Contract Value.</p>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the KRA for the procurement of the Services.

3.2.2 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 wilful misconduct of such indemnitee

3.3 Country of Origin

3.3.1 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Services provided under this Contract shall conform

to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KRA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the KRA, in the form provided in the tender documents.

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

3.8 Inspection and Tests

- 3.8.1 The KRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KRA shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.
- 3.8.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the KRA.
- 3.8.4 The KRA's right to inspect, test and where necessary, reject the services after the Services' arrival shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by the Procuring entity or its representative prior to the services delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

3.9 Delivery and Documents

- 3.9.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.10 Payment

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

3.11 Prices

- 3.11.1 Prices charged by the contractor 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.
- 3.11.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

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

3.11.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.12 Assignment

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

3.13 Subcontracts

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

3.14 Termination for Default

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

(a) if the tenderer fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KRA;

(b) if the tenderer fails to perform any other obligation(s) under the Contract;

(c) If the tenderer, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.15 Termination of Insolvency

The KRA may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.

3.16 Liquidated Damages

3.16 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the

delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

3.17

Termination of Convenience

3.17.1

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

3.17.2

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

3.18

Resolution of Disputes

3.18.1

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

3.18.2

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

3.19

Language and Law

3.19.1

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

3.20

Force Majeure

3.20.1

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

3.21

Applicable Law

3.21.1

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

3.22

Notices

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 IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	<p>Performance Security</p> <p>The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya for a period of two years and shall be 10% of the bid price.</p>
3.9	<p>Delivery</p> <p>Supply, Installation, Testing & Commissioning of Laboratory Testing Equipment & Laboratory Information Management System. Conditions of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO). The requirements may be adjusted by giving a short notice.</p>
3.10	<p>Payment Terms</p> <p>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.</p>
3.11	<p>Prices</p> <p>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.</p>
3.16	<p>Liquidated Damages</p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond.</p> <p>In this clause, “days” means working days.</p>

3.18

Resolutions of Disputes

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

3.19

Language and Law

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

3.22

Notices

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 - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for services.

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

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

5.2 Particulars

Kenya Revenue Authority is intending to procure the **Supply, Installation, Testing & Commissioning of Laboratory Information Management System** as detailed in the specifications below.

5.3 Technical Requirements:

This tender covers the procurement of Supply, Delivery, Installation, Testing & Commissioning of Laboratory Testing Equipment & Laboratory Information Management System as follows;

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS).

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

INSTRUCTIONS TO BIDDERS

- 1. Bidders are required to fill the table below or use its format to respond.**
- 2. Bidders MUST provide a substantive response for all features irrespective of any Attached technical documents. Use of Yes, No, tick, compliant etc will be considered Non-responsive.**
- 3. Bidders MUST append official company stamp and/or authorized signature on all Attached technical data sheets.**
- 4. Bidders MUST fill both the minimum technical specifications document and the price schedule as attached.**

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY INFORMATION MANAGEMENT SYSTEM.

MINIMUM TECHNICAL SPECIFICATIONS FOR KEY COMPONENTS

TECHNICAL SPECIFICATIONS FOR LABORATORY INFORMATION MANAGEMENT SYSTEM

1.1	GENERAL REQUIREMENTS	WEIGHT (MARKS)	SCORE	BIDDER'S RESPONSE
1.1.1	The laboratory information management system (LIMS) shall be commercial-off-the-shelf (COTS) solution designed for small to large scale chemical testing operations, and shall be configurable, scalable and adaptable to changes over time, modular allowing addition of functions, and capable of meeting the current and the changing needs of the Kenya Revenue Authority, Inspection and Testing Centre.	2		
1.1.2	The application software shall be fully developed standard product with a proven track record of use in testing laboratories serving large public sector organizations with offices dispersed at various locations within the country, and shall allow integration with Microsoft office suite, email, SAP ERP (Enterprise Resource Planning), Customs Management System (ICMS) and other relevant systems used by the Kenya Revenue Authority.	2		
1.1.3	The laboratory information management system shall provide for sample test ordering at the remote sample collection site, and ability to accesses laboratory data and reports from anywhere using personal computers, mobile and any device using web browsers.	1		
1.1.4	The scope of work shall include an evaluation of process flow and activities to establish requirements, software installation and configuration, system verification and validation, staff training on the system operation and administration, and maintenance.	1		

1.1.5	<p>The Laboratory Information Management System (LIMS) processing functions shall cover the laboratory processing phases, but not limited to the following:</p> <ol style="list-style-type: none"> 1) Sample reception and registration. 2) Assignment of tests, scheduling of work and tracking of sample. 3) Quality control of the sample, solutions and instruments. 4) Recording, processing and storage of data. 5) Review and approval of sample analysis results, and reporting. 	2		
1.1.6	<p>The Laboratory Information Management System shall facilitate efficient laboratory operations in producing timely and accurate analytical data and reports, and provision of validated data to all relevant parties. The key features shall include, but not limited to the following:</p> <ol style="list-style-type: none"> 1) Sample log-in 2) Sample identification 3) Barcode labeling 4) Sample distribution 5) Sample tracking 6) Chain of custody and audit trail 7) Assigning work 8) Status monitoring 9) Data entry and storage 10) Electronic data transfer 11) Data import and export 12) Calculations 13) Quality control 14) Data analysis 15) Data validation 16) Review and approval of results 17) Reporting results 18) Data queries 19) Document management 20) Personnel Management 21) Inventory management 22) Customer relationship management 23) Billing for laboratory services 24) Regulatory compliance 	2		
	Sub- Total	10		

1.2	TECHNICAL REQUIREMENTS				
1.2.1	Sample Registration				
1.2.1.1	Sample log-in	The system shall enable manual and automatic recording of relevant sample data.	0.5		
1.2.1.2	Batch sample login	The system shall allow single and multiple registration of a set of samples in a single operation, and assign unique sample identification number to each sample in the batch.	0.5		
1.2.1.3	Sample identification	The system shall automatically assign unique identification number to each sample. In the case where a sample is split or sub-divided, the system shall assign and associate subsequent identification numbers with the original sample.	0.5		
1.2.1.4	Sample labels	The system shall generate sample identification labels, with bar codes, for affixing to sample containers.	0.5		
1.2.1.5	Routine sample scheduling	The system shall automatically log-in routine samples according to schedule, including hourly, daily, weekly, monthly or yearly.	0.5		
1.2.1.6	Sample information	The system shall capture and store information including sampling, purpose for analysis, sample comments, and requesting address. The system shall support digital picture and document uploading and attachment, and associate with the sample.	0.5		
1.2.1.7	Transmission of requests	The system shall be capable of receiving sample analysis requests from remote locations using the web and third party software.	0.5		
1.2.1.8	Sample turnaround time	The system shall update sample due date based on receiving date and sample holding time.	0.5		
		Sub-Total	4		
1.2.2	Sample Tracking				
1.2.2.1	Sample tracking	The system shall have ability to follow the sample processing status through the laboratory.	2		

1.2.2.2	Chain-of-custody documents	The system shall produce chain of custody documents for each sample collected, and maintain a complete history of sample transfers from receipt to disposal.	1		
1.2.2.3	Audit Trail	The system shall maintain records of changes, when the change was made, who made the change, and why it was changed.	1		
		Sub-Total	4		
1.2.3	Assigning Work				
1.2.3.1	Select and Assign Tasks	The system shall allow for the selection and assignment of tests to analysts and laboratory sections.	1		
1.2.3.2	Sample Procedures And Tests	The system shall associate appropriate procedures with tests required for specific type of sample.	1		
1.2.3.3	Standard Tests Per Sample Type	Each test shall be uniquely identified with a code, and association of multiple test components with the test code.	1		
1.2.3.4	User Identification	The system shall identify the laboratory analyst who performed the test, and who entered the results.	1		
		Sub-Total	4		
1.2.4	Data Entry and Storage				
1.2.4.1	Test Result Entry	The system shall allow the user to view, enter, validate, approve, and report results.	0.25		
1.2.4.2	Instrument Data Entry	The system shall enable automated data entry from interfaced instruments.	0.25		
1.2.4.3	Data Validation	The system shall validate data and indicate warnings and reruns.	0.25		
1.2.4.4	Test Data Modification	The system shall allow authorized users to modify and delete test data.	0.25		
1.2.4.5	Calculations	The system shall support calculations for the generations of sample test results.	0.25		
1.2.4.6	Statistical Analysis	The system shall enable statistical data analysis.	0.25		

1.2.4.7	Graphics	The system shall have graphics capabilities for display of charts and plots and reporting of statistical information.	0.25		
1.2.4.8	Special Result Values	The system shall record special result values such as: not detected, not measured, <, or null in mathematical computations.	0.25		
1.2.4.9	Result Limits	The system shall allow users to enter test data results limits used for checking the results entered, and indicate the results that are out of limits.	0.25		
1.2.4.10	Comments	The system shall allow entry of comments to explain test results.	0.25		
1.2.4.11	Check Test Results	The system shall enable checking of tests results, and data entry operations.	0.25		
1.2.4.12	Review Test Results	The system shall allow peer review of test results and indicate review actions, including agreement, disagreement, re-test or re-collection of sample for re-run of test.	0.25		
1.2.4.13	Approval Test Results	The system shall enable approval of test results, as quality assurance approval, in order to make the data available to customers.	0.25		
1.2.4.14	Protection Of Test Results	The system shall prevent any further modifications to the sample and its associated data after approval.	0.25		
1.2.4.15	Data Archiving	The system shall enable moving of old data to archive database and viewing of the data without restoring into active location.	0.25		
1.2.4.15	Data Backup	The system allows automated backup and restore capability, as well as manual backup.	0.25		
		Sub-Total	4		
1.2.5	Quality Control				
1.2.5.1	Quality control data	The system shall track quality control data, including sample replicates, matrix spikes, quality control check standards, and blanks.	0.25		
1.2.5.2	Quality control calculations	The system shall generate precision and accuracy data from replicate samples and quality control standards.	0.25		
1.2.5.3	Quality control charts	The system shall generate and update quality control charts using quality control data.	0.25		

1.2.5.4	Quality control limits	The system shall calculate quality control results and indicate data not within the defined quality control limits.	0.25		
		Sub-Total	2		
1.2.6	Reporting Results				
1.2.6.1	Types of reports	The system shall develop various types of reports including analytical reports, sample status reports and other reports.	1.25		
1.2.6.2	Sample reports	The system shall generate single sample analysis reports, batch analysis reports or multi-sample analysis reports.	1.25		
1.2.6.3	Certificate of analysis	The system shall provide certificate of analysis report formats for different products and customers.	1.25		
1.2.6.4	Report development	The system shall allow development of templates for different types of reports.	1.25		
1.2.6.5	Management reports	The system shall provide work assignment and turnaround time reports.	1.25		
1.2.6.6	Cost accounting reports	The system shall generate client billings for work orders indicating test(s) performed and test charges.	1.25		
1.2.6.7	Ad-hoc reports	The system shall enable the user to generate various types of reports.	1.25		
1.2.6.8	Reports recipients	The system shall electronically deliver reports to single or multiple recipients.	1.25		
		Sub-Total	10		
1.2.7	Electronic Data Transfer				
1.2.7.1	Testing Instruments	The system shall enable interface with at least two (2) testing instruments, including analytical balance.	1		
1.2.7.2	Portable Testing Devices	The system shall enable data transfer from portable field laboratory testing devices.	1		
1.2.7.3	Data Processing	The system shall receive and process analytical and quality control sample results from personal computers.	1		
1.2.7.4	Web-Based Access	The system shall allow remote accesses using portable devices, including telephones, tablets, laptops and desktops.	1		

1.2.7.5	Electronic Notebook	The system shall have integrated electronic notebook solution to replace laboratory paper registers.	1		
1.2.7.6	Data Transfer To Clients	The system shall have data import and export capabilities.	1		
		Sub-Total	6		
1.2.8	Data Queries				
1.2.8.1	Ad-Hoc Queries	The system shall enable users to retrieve logically related data in an interactive environment.	0.25		
1.2.8.2	Standard Queries	The system shall provide queries for a specific sample data, results for a specific sample location, status of samples, status of tests, and administrative or static data.	0.25		
1.2.8.3	Multiple Query Criteria	The system shall enable retrieval of sample data based on identification number, description, location, analyst name, date received, section, test, sample type, and status.	0.25		
1.2.8.4	Query Facility	The system shall have structured query language (SQL) facility.	0.25		
1.2.8.5	Multiple Output Options	The system shall enable display of query results in appropriate file format.	1		
		Sub-Total	2		
1.2.9	Laboratory Management				
1.2.9.1	Document Management	The system shall enable capture, storage, viewing and editing of documents, including standard operating procedures, certificate of analysis, logbooks, and test sheets.	0.5		
1.2.9.2	Customer Relationship Management	The system shall maintain customer records, and manage enquiries and track actions taken towards resolution of complaints. The system shall allow customer to retrieve analytical reports.	0.5		
1.2.9.3	Personnel Management	The system shall maintain employee training and testing proficiency, including history of tasks performed.	0.5		

1.2.9.4	Supplies Inventory Management	The system shall create purchase requisitions for laboratory chemicals, supplies, equipment, instruments, standards and other laboratory supplies, and receive and update supplies records, with ordering level alert.	0.5		
1.2.9.5	Equipment Management	The system shall enable tracking of equipment calibration and preventive maintenance schedules and repairs status, with due date alert.	1		
1.2.9.6	Cost Accounting	The system shall provide means for monitoring costs and benefits of all tests using established laboratory analysis price schedule. The system shall have the option to generate invoice as per work order with client name, sample reference, tests performed, and charge per test and total charges.	1		
		Sub-Total	4		
1.2.10	Regulatory Compliance and Security				
1.2.10.1	Compliance with ISO 17025	The system shall support compliance with Good Laboratory Practice (GLP), including with 150 17025.	2		
1.2.10.2	Security	The system shall support login security, periodic password changes, and electronic signature.	2		
		Sub-Total	4		
1.2.11	System Management				
1.2.11.1	License	Specify requirements for licensing and renewal, and clarify one-off payment options, and post-license data management.	0.5		
1.2.11.2	Concurrent Users	The system shall be accessed based on the number of concurrent users, including number of interfaced instruments, and with provision for more users according to need.	0.5		
1.2.11.3	System Management Tools	Specify system management tools for safe and secure management of the application, including application security, data audit trail, database backup and recovery, data archival and restoration.	0.5		

1.2.11.4	Security	Specify security features and access levels to restrict use of the system functions, including users defined by roles and permissions.	0.5		
1.2.11.5	Data Archiving	The system shall enable archiving of data automatically after a period of time or at the request of the system administrator.	1		
1.2.11.6	Static Information	The system shall maintain static administrative information, such as but not limited to, procedures and safety information.	1		
		Sub-Total	4		
1.2.12	Database Management System				
1.2.12.1	Database Management	Specify utilization of relational Database Management System (RDBMS) for information storage or retrieval.	1		
1.2.12.2	Graphic User Interface	The system user interface and all interactive database management tools shall be based on Graphical User Interphase (GUI) or equivalent.	1		
1.2.12.3	Data export	The system shall be able to extract and convert data elements into ASCII, XML or other equivalent format.	1		
1.2.12.4	Data import	The system shall be able to import an ASCII or other data file, convert, and store the data in the database.	0.5		
1.2.12.5	Interoperability	The system shall be based on Open Database Connectivity (ODBC) or equivalent, to enable systems and databases communications.	0.5		
		Sub-Total	4		
1.2.13	System Infrastructure				
1.2.13.1	Leverage on existing infrastructure	The proposal shall include options to utilise the existing platform(s), systems, hosting server and hardware used at the Kenya Revenue Authority.	2		
1.2.13.2	System components	The system components shall have open architecture, modular or extensible to facilitate addition of new functions.	1		
1.2.13.3	System architecture	Specify the proposed system architecture configuration, and include drawing.	1		
1.2.13.4	Server	Describe proposed server specifications, including space requirements.	1		

1.2.13.5	Database Platform	Specify server database platform, including version, and explain the rationale for the choice.	1		
1.2.13.6	Operating system	The system shall operate in a Windows environment, and run on most recent Windows operating system.	1		
1.2.13.7	Server operating system	Describe server operating system, including version information.	1		
1.2.13.8	Browser	The system shall be compatible with world wide web browsers, including Google, Internet Explorer and Firefox.	1		
1.2.13.9	Hardware	Specify hardware configurations for running the Laboratory Information Management System clients and servers.	1		
		Sub-Total	10		
1.2.14	Installation Services				
1.2.14.1	Start-up services	Provide installation and start up services, including populating all the Laboratory Information Management System with the laboratory static data, loading required software on the system server, client workstations, and instrument PCs, and creating all necessary command files to activate the system upon startup.	2		
1.2.14.2	Loading system software	Load the required software on the server delivered as part of the system, with option to use hosting server at the Kenya Revenue Authority.	1		
1.2.14.3	Install system hardware	Install hardware components required for operation of the Laboratory Information Management System.	2		
1.2.14.4	Documentation	Provide complete documentation of the system application software and instrument interfaces.	1		
		Sub-Total	6		
1.2.15	System Configuration				
1.2.15.1	Software configuration	The system shall allow on-site configuration and generation of application related programs, including displays, tables and reports.	2		

1.2.15.2	System flexibility	The system shall allow users to make changes to meet the workflow requirements and accommodate the way in which the laboratory does business.	2		
1.2.15.3	Additional functions	The system shall have ability to add functions to the program menu and screen in line with user needs.	2		
		Sub-Total	6		
1.2.16	Training				
1.2.16.1	Course outlines	Provide course outlines for user and administrator training.	1		
1.2.16.2	Training materials	The training shall include provision of training manuals, workbooks, Administrator training guides, training aids, and technical manuals.	1		
1.2.16.3	Initial user training	Initial training shall be conducted on-site at the Kenya Revenue Authority.	1		
1.2.16.4	Follow-up training	Follow-up training shall be provided on-site or at any other location.	1		
1.2.16.5	System administration training	Provide training on proper installation, configuration, system administration and maintenance of the system.	2		
		Sub-Total	6		
1.2.17	Functional and Acceptance Testing				
1.2.17.1	Verification Testing	System testing shall be tested after installation to demonstrate operation of the components, performance and functionality of the system and all the features.	1		
1.2.17.2	Acceptance Testing	The acceptance test shall run for 120 days or specified number of days, to test stability and completeness over time. The users shall be trained and start using the system in day-to-day operations, with assistance.	2		
1.2.17.3	Final Acceptance	Final acceptance shall be upon successful testing and completion of the test period.	1		
		Sub-Total	4		
1.2.18	Product support				

1.2.18.1	Technical Support	Specify provision of first one (1) year unlimited technical support for all products included under this contract.	2		
1.2.18.2	Version updates	Provide software version updates, upgrades and enhancement, and bug fixes at no cost.	2		
1.2.18.3	System maintenance	Specify system performance, including uptime, reliability, and redundancy, and maintenance contract requirements.	2		
		Sub-Total	6		
		Grand Total	100		
		Cut off Score	70		

Tenderer's Signature _____ *Official Stamp* _____ *Date* _____

SECTION VII: PRICE SCHEDULE

**SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING
OF LABORATORY INFORMATION MANAGEMENT SYSTEM**

LOT 3		
<i>Item</i>	<i>Description</i>	<i>Unit Price Incl. of Taxes</i>
1.	Supply ,Delivery , Installation, Testing and Commissioning of Laboratory Information Management System (LIMS)	

SECTION VI - SCHEDULE OF REQUIREMENTS

Procurement Item

Schedule A:

No.	Description
1.	Supply, Installation, Testing and Commissioning of Laboratory Information Management System (LIMS)

Instructions on Submission of Bids

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

Section	Document
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Power of Attorney ¹ (except for Sole proprietor)
D	Business Registration Certificate/Certificate of Incorporation
E	Tender Security
F	Valid Tax Compliance Certificate
G	Reference Letter from the Bank
H	Copy of valid trade license
I	Price Schedule
J	Key Staff Competency profiles

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

(a) Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non responsive and shall not be evaluated further.

	MANDATORY REQUIREMENTS
1.	Submission of Tender Documents <ul style="list-style-type: none">▪ Power of Attorney² (except for Sole proprietor)▪ Tender Security (Kshs.200,000.00) valid for 365 days▪ Dully filled, Signed & Stamped Form of Tender▪ Manufacturers Authorization Letter.
2.	Company Profile Suitability of Service Provider <ul style="list-style-type: none">▪ Attach copy of Registration of Business/Certificate of Incorporation▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire
3.	Proof of Financial Resources Reference Letter from Bank
4.	Valid Tax Compliance Certificate

² Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

(b) : Vendor Evaluation Criteria

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

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 20% of the total tender evaluation.

<i>Description of Criteria</i>	<i>Maximum Score</i>	<i>Cut off score</i>
<p><i>Managerial and Key Personnel Competency Profiles</i> C.Vs including relevant technical experience for at least three (3) relevant key staff in relation to procurement items as required in the schedule of requirements.</p> <p><i>Academic qualification</i> Degree2 marks Diploma1 marks</p> <p><i>Relevant technical experience</i> Over 5 years' experience.....2 marks 3-5years' experience.1 marks 1-2 years' experience.0.5 marks</p>	10	5
<p><i>Experience/Reputation</i> Proof of satisfactory service for contracts of similar or higher value executed within the last three (3) years. Submit reference letters from at least two clients;</p> <p><i>Reference letter(with full contacts; postal address, telephone and email) of assignments executed within the last three years: 4 marks</i> <i>Satisfactory service for contracts of similar or higher value: 1 mark (less value 0.5 marks)</i></p>	10	5
<p style="text-align: right;"><i>Total Score</i></p>	20	10

Clause-by-Clause Evaluation on the response to the Technical Evaluation

Total mark - Hundred (100) per lot and cut-off marks – forty (45)

(d) Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows for all the lots; -

Criteria	Maximum Score/ Requirement	Cut-off Score
Tender Responsiveness	Mandatory	All
Vendor Evaluation	20	10
Technical Evaluation	100	70
Financial Evaluation	Award to the Lowest Evaluated Price	

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1 FORM OF TENDER

Date _____

Tender No. _____

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

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Install, Test and Commission Laboratory Information Management System (LIMS) in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General																					
1.1	Business Name.....																				
1.2	Location of Business Premises.....																				
1.3	Plot No..... Street/Road Postal Address..... Tel No..... Fax..... E mail																				
1.4	Nature of Business.....																				
1.5	Registration Certificate No.....																				
1.6	Maximum Value of Business which you can handle at any one time – KSHS.....																				
1.7	Name of your Bankers Branch																				
Part 2 (a) – Sole Proprietor																					
2a.1	Your Name in Full..... Age																				
2a.2	Nationality Country of Origin Citizenship Details.....																				
Part 2 (b) Partnership																					
2b.1	Given details of Partners as follows:																				
2b.2	<table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Nationality</u></th> <th><u>Citizenship Details</u></th> <th><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	2.....	3.....	4.....
<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.

8.3 TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the **Supply, Installation, Testing and Commissioning of Laboratory Information Management System (LIMS)**

(hereinafter called “the Tenderer”)

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of
this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the
goods and to remedy defects therein in conformity in all respects with the provisions of the
Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in the
manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the
presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to **Supply , Install, Test and Commission Laboratory Information Management System (LIMS)** (Hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

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

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

[*signature for and on behalf of manufacturer*]

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

8.8 LETTER OF NOTIFICATION OF AWARD

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

To: _____

RE: Tender No. _____

Tender Name _____

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

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

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

FOR: **Commissioner-General**