



**REQUEST FOR PROPOSAL  
FOR**

**DESIGN AND IMPLEMENTATION OF A COMPREHENSIVE  
TECHNOLOGY PLATFORM FOR KENYA REVENUE  
AUTHORITY**

**TENDER NO: KRA/HQS/RFP/SPPP-001/2024-2025**

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**SPECIALLY PERMITTED PROCUREMENT  
PROCEDURE (SPPP)**

**CLOSING/OPENING DATE 23<sup>rd</sup> SEPTEMBER, 2024**

**TIME 11.00 A.M**



# CONTENTS

<b>CONTENTS .....</b>	<b>i</b>
<b>SECTION 1 LETTER OF REQUEST FOR PROPOSAL (RFP) .....</b>	<b>1</b>
<b>SECTION 2 (A) INSTRUCTIONS TO BIDDERS (ITC) .....</b>	<b>3</b>
A.    General Provisions .....	3
B. Preparation of Proposals .....	7
C. Submission, Opening and Evaluation .....	10
<b>SECTION 2 (B) TENDER DATA SHEET .....</b>	<b>18</b>
Tenderer's Eligibility – Duly filled, signed and stamped Confidential Business Questionnaire .....	24
Duly filled, signed and stamped Certificate of Independent Proposal Determination (select either section 5 (a) or 5 (b)) .....	24
<b>SECTION 3 TECHNICAL PROPOSAL- STANDARD FORMS .....</b>	<b>30</b>
1. <b>FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM .....</b>	<b>30</b>
2. <b>CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION .....</b>	<b>32</b>
3. <b>FORM TECH-2: VENDOR'S ORGANIZATION AND EXPERIENCE .....</b>	<b>35</b>
c) <b>FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES .....</b>	<b>37</b>
a) <b>FORM TECH-6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS .....</b>	<b>38</b>
b) <b>FORM TECH-6B: CURRICULUM VITAE (CV) .....</b>	<b>40</b>
c) <b>FORMTECH-7: MANDATORY SUPPORT DOCUMENTS .....</b>	<b>42</b>
<b>FORM TECH - 8: SELF-DECLARATION FORMS .....</b>	<b>43</b>
<b>FORM SD2 .....</b>	<b>44</b>
<b>DECLARATION AND COMMITMENT TO THE CODE OF ETHICS .....</b>	<b>45</b>
<b>FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)} .....</b>	<b>46</b>
<b>SECTION 4. FINANCIALPROPOSAL - STANDARD FORMS .....</b>	<b>47</b>
<b>FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM .....</b>	<b>48</b>
<b>FORM FIN-2: SUMMARY OF COSTS .....</b>	<b>49</b>
<b>FORM FIN-3A: BREAKDOWN OF REMUNERATION .....</b>	<b>50</b>
<b>FORM FIN 3B: VENDOR'S REPRESENTATIONS REGARDING COSTS AND CHARGES .....</b>	<b>51</b>
<b>FORM 3C: FORM FOR VENDOR'S REPRESENTATIONS REGARDING COSTS AND CHARGES .....</b>	<b>59</b>
<b>SECTION 5 TERMS OF REFERENCE .....</b>	<b>56</b>
<b>SCOPE OF SERVICES .....</b>	<b>66</b>
<b>SCOPE OF WORK .....</b>	<b>76</b>
<b>BUSINESS OBJECTIVES .....</b>	<b>77</b>

I. <b>OVERVIEW .....</b>	79
II. <b>HIGH-LEVEL REQUIREMENTS .....</b>	80
<b>Information Security Initiatives .....</b>	98
<b>INTRODUCTION .....</b>	112
<b>SCOPE OF SERVICES .....</b>	112
<b>EXPECTED DELIVERABLES.....</b>	118
<b>UI/UX Designs.....</b>	118
<b>Key Performance Indicators .....</b>	118
<b>DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN .....</b>	124
<b>PROPOSED FUNDING AND SUSTAINABILITY FRAMEWORK .....</b>	125
<b>PRICE SCHEDULE/SUMMARY OF COSTS FOR BASELINE SURVEY .....</b>	125
<b>SECTION 6 CONDITIONS OF CONTRACT AND CONTRACT FORMS .....</b>	127
<b>AGREEMENT FOR THE DESIGN AND IMPLEMENTATION OF COMPREHENSIVE TECHNOLOGY LANDSCAPE MODERNIZATION FOR KENYA REVENUE AUTHORITY .....</b>	127
<b>SECTION 8 - SPECIAL CONDITIONS OF CONTRACT FOR PHASE I.....</b>	145
<b>LETTER OF AWARD .....</b>	154
<b>BENEFICIAL OWNERSHIP DISCLOSURE FORM .....</b>	155

**SECTION 1 LETTER OF REQUEST FOR PROPOSAL (RFP)**  
**Reference No.: RFP No. KRA/HQS/RFP/SPPP-001/2024-2025**

**Name of Assignment: REQUEST FOR PROPOSAL FOR DESIGN AND IMPLEMENTATION OF COMPREHENSIVE TECHNOLOGY PLATFORM**

To: **Commissioner General,**  
**Kenya Revenue Authority**  
**Times Tower, Building,**  
**P.O BOX 48240-00100 GPO.**

Dear M/s : **SAFARICOM PLC**

1. The Kenya Revenue Authority (KRA) intends to engage a strategic partner for the **Design and Implementation of Comprehensive Technology Platform for Kenya Revenue Authority**. KRA now invites proposals for Provision of Design and Implementation of Comprehensive Technology Platform for Kenya Revenue Authority. More details on the Terms of Reference are provided in **Section 5 Terms of Reference** of this RFP document.
2. This Request for Proposal (RFP) has been addressed to the following Firms:  
**SAFARICOM PLC**  
WAIYAKI WAY  
SAFARICOM HOUSE  
P.O BOX 66827-00800 NAIROBI  
TELEPHONE:0722007777
3. If the Bidder is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-contractor has been proposed, they shall be named. The maximum number of JV members shall be specified in the Data Sheet (DS).
4. It is not permissible to transfer this RFP to any other firm.
5. The firm will be selected under **Specially Permitted Procurement Procedure- Single Source Selection (SSS) method** and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015 (Laws of the Republic of Kenya), a copy of which is found at the following website: [www.ppra.go.ke](http://www.ppra.go.ke).
6. The Procuring Entity hereby confirms that |:
  - a. This procurement has been duly included in its approved annual procurement plan;
  - b. a written justification for the use of the Specially Permitted Procurement Procedure- Single Source Selection (SSS) method has been duly provided to the National Treasury by the Procuring Entity's accounting officer;
  - c. This RFP, the proposed procurement procedure and the written justification for the use of the Specially Permitted Procurement Procedure- Single Source Selection (SSS) method have been duly approved by the Cabinet Secretary to the National Treasury in accordance with section 114A of the PPADA and the Specially Permitted Procurement Procedure- Single Source Selection (SSS) method for this procurement has been included in the relevant register

maintained by the National Treasury and has been duly notified to the Public Procurement Regulatory Authority in accordance with Regulation 107 (3) of the Public Procurement and Asset Disposal Regulations, 2020.

7. The following items are in this RFP:

- Section 1:** Letter of Request for Proposals
- Section 2:** Instructions to Bidders and Data Sheet Section
- Section 3:** Technical Proposal Standard Forms Section
- Section 4:** Financial Proposal Standard Forms Section
- Section 5:** Terms of Reference
- Section 6:** Standard Forms of Contract
- Section 7:** General Conditions of Contract
- Section 8:** Special Conditions of Contract
- Section 9:** Annexures

8. Please inform us by **12<sup>th</sup> September, 2024**, in writing at the address below or by e-mail to ***eprocurement@kra.go.ke***

- a. That you have received this Request for Proposals; and
- b. Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Bidders (ITC), Data Sheet 14.1(i)).

9. Details on the proposal's submission date, time and address are provided in the ITC 17.1 and ITC 18.5 of the Data Sheet.

Yours sincerely,

**COMMISSIONER GENERAL  
KENYA REVENUE AUTHORITY**

## **SECTION 2 (A) INSTRUCTIONS TO BIDDERS (ITC)**

### **A. General Provisions**

#### **1. Meanings/ Definitions**

- a. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the bidder.
- b. "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- c. "Procuring Entity" means the entity that is carrying out the bidder selection process and signs the Contract for the Works with the selected bidder.
- d. "Bidder" means a legally established professional firm or an entity that may provide or provides the Works to the Procuring Entity under the Contract.
- e. "Contract" means a legally binding written agreement signed between the Procuring Entity and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f. "Data Sheet" means an integral part of the Instructions to Bidders (ITC) Section-2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g. "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Contractor or Joint Venture member(s).
- i. "Government" means the Government of the Republic of Kenya.
- j. "In writing" means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Works under the Contract and whose CV is considered in the technical evaluation of the Bidder's proposal.
- m. "ITC" (this Section2 of the RFP) means the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.
- n. "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Bidder
- o. "KRA" stands for the Kenya Revenue Authority.
- p. "Non-Key Expert(s)" means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Works or any part thereof under the Contract and whose CVs are not evaluated individually.
- q. "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.

- r. "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- s. "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of Bidders.
- t. "Works" means the work to be performed by the bidder pursuant to the Contract.
- u. "Sub-contractor" means an entity to whom the Bidder intends to subcontract any part of the Works while the Bidder remains responsible to the Procuring Entity during the whole performance of the Contract.
- v. "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Bidder, and expected results and deliverables of the assignment.

## **2. Introduction**

- 2.1 The Procuring Entity named in the Data Sheet intends to select a bidder from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Bidder is invited to submit a Technical Proposal and a Financial Proposal, for the Provision of Design and Implementation Of Comprehensive ICT Enterprise Architecture For Kenya Revenue Authority as mentioned in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the Bidder.
- 2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including adherence to the requirements specified in Section 51 (7) of the Public Procurement and Asset Disposal Act 2015 (Revised 2022) and attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Bidders' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal as specified in the Data Sheet.

## **3. Conflict of Interest**

- 3.1 The Bidder is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Bidder has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Bidders shall not be hired under the circumstances set forth below:
  - (i) Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to

those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

(ii) **Conflicting Assignments**

Conflict among consulting assignments: A Bidder (including its Experts and Sub-contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Bidder for the same or for another Procuring Entity.

(iii) **Conflicting Relationships**

Relationship with the Procuring Entity's staff: a Bidder (including its Experts and Sub-contractors) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

(iv) **Others**

Any other types of conflicting relationships as indicated in the Data Sheet.

## **4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Bidders together with this RFP all information that would in that respect give such bidder any unfair competitive advantage over competing bidders.

## **5. Corrupt and Fraudulent Practices**

5.1 Bidder firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Bidder firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Bidder found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Bidders shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), Sub-contractors, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

## **6. Eligibility**

- 6.1 In selection of Bidders, short-listing shall be composed of firms who belong to the same line of business and who are of similar capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Bidders including proposed experts, joint ventures from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. A JV bidder shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Bidder's responsibility to ensure that it's Experts, joint venture members, Sub-contractors, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
  - (a) Sanctions — A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
  - (b) Prohibitions — Firms and individuals of a country or goods in a country maybe ineligible if:
    - i. As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
    - ii. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
  - (c) Restrictions for Government-owned Enterprises — Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they:
    - i. Are legally and financially autonomous
    - ii. Operate under commercial law, and
    - iii. That they are not dependent agencies of the Procuring Entity.
    - iv. Restrictions for public employees — Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.
- 6.7 Margin of Preference and Reservations — no margin of preference shall be allowed in the selection of bidders. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data

Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

## **B. Preparation of Proposals**

### **7. General Considerations**

7.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **8. Cost of Preparation of Proposal**

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

### **9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Procuring Entity shall be written in the English language.

### **10. Documents Comprising the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Bidder shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Bidder shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

### **11. Only One Proposal**

11.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract; it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

### **12. Proposal Validity**

#### **(a) Proposal Validity Period**

12.1 The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Bidder shall maintain its original Proposal without any change, including the availability of key personnel, subject matter experts, IT hardware, IT infrastructure or software solution and the total price.

12.3 If it is established that any Key Personal or Organization proposed in the bidder's proposal to execute the solution was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.

(b) Extension of Validity Period

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of all the components of the solution except as provided in ITC 12.7.

12.6 The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

12.7 If any of the solution module or human resource for implementation become unavailable for the extended validity period, the Bidder shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement shall have equal or better than the originally proposed component of the solution. The technical evaluations core, however, will remain to be based on the evaluation of the specifications provided in this document.

12.8 If the Bidder fails to provide a substitute items with equal or better specifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

(d) Sub-Contracting

12.9 The Bidder reserves the right to subcontract the whole or part of the Works to third party entities for execution of the project described in this proposal and in compliance with the provisions of Section 149 of the Public Procurement and Disposal Act , 2015 ( Revised 2022)

### **13. Clarification and Amendment of RFP**

13.1 The Bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Bidders. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Bidders and will be binding on them. The Bidders shall acknowledge receipt of all amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment in to account in their Proposals.

13.4 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## **14. Preparation of Proposals – Specific Considerations**

14.1 While preparing the Proposal, the Bidder must give particular attention to the following:

(i) If a Bidder considers that it may enhance its capacity to supply for the assignment by associating with other bidders in the form of a Joint Venture or as Sub- contractors, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Bidder cannot associate with any other shortlisted Bidder(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-contractor, the shortlisted/invited Bidder shall be a lead member. If shortlisted/invited Bidder associates with each other, any of them can be a lead member.

(ii) The Procuring Entity may indicate in the Data Sheet the estimated amount and specifications of items, or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Bidder's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

(iii) For assignments under the Fixed-Budget selection method, the estimated cost of items will not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

## **15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in SECTION 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non- responsive.

## **16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in SECTION 4 of the RFP. It shall list all costs associated with the assignment, including (a) Cost of Licenses, (b) Cost of Human Resource required to customize, implement and maintain the proposed solutions, (c) Taxes, Price escalations as mentioned in the Data Sheet. (d) Cost of Data warehousing, internet connectivity and any other cost associated with and implementation and operation of the solution proposed by the bidder Irrespective of the bidder's selection method, any bidder that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable fees shall be considered non-responsive.

(a) Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

(b) Taxes

16.3 The Bidder is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

(c) Currency of Proposal

16.4 The Bidder may express the price for its Works in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

(d) Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## **C. Submission, Opening and Evaluation**

### **17. Submission, Sealing, and Marking of Proposals**

17.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Bidders shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Bidder has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture/consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

### **18. Sealing and Marking of Proposals**

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and reference number of the assignment, addressed to the Procuring Entity and a warning "**DO NOT OPEN BEFORE 23<sup>rd</sup> September 2024 at 1100 hrs**" Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

(i) in an envelope or package or

container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC 11;

(ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;

(iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

(i) Bear the name and address of the Procuring Entity.

(ii) Bear the name and address of the Firm; and

(iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data

Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

## **19. Confidentiality**

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Bidders or any one on behalf of the Bidder to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

## **20. Opening of Technical Proposals**

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Bidders' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 20.2.

20.2 At the opening of the Technical Proposals the following shall be read out:

- (i) the name and the country of the Bidder or, in case of a Joint Venture/consortium, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
- (ii) the presence or absence of a duly sealed envelope with the Financial Proposal;
- (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and
- (iv) any other information deemed appropriate or as indicated in the Data Sheet.

## **21. Proposals Evaluation**

21.1 Subject to provision of ITC 20.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Bidders in accordance with ITC 31.1.

21.2 The Bidder is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **22. Evaluation of Technical Proposals**

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the

following, advisory but binding circulars by the Public Procurement and Administrative review Board and any other that may include in the Data sheet. (ALIGN AS PER FORM TECH 7)

- (a) Certificate of Registration/Incorporation
- (b) Valid Tax Compliance certificate
- (c) Duly filled and stamped confidential business questionnaire
- (d) The Bidder is not insolvent, in receivership, bankrupt or in the process of being wound up.
- (e) The Bidder has not proposed employing public officials, civil servants and employees of public institutions.
- (f) The Bidder, its subcontractors and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## **23. Public Opening of Financial Proposals**

### **23.1 Unsuccessful Proposals**

After the technical evaluation is completed, the Procuring Entity shall notify those bidders whose proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

### **23.2 Financial Proposals for QBS, CQS and SSS**

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked bidder is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked bidder is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful bidder.

When the selection is based on the SSS method and if the invited bidder meets the minimum technical score required passing, the financial proposal shall be opened and the bidder invited to negotiate the contract.

### **23.3 Financial Proposals for QCBS, FBS, LCS**

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those bidders whose proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

(iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

#### **24. Opening of Financial Proposals**

24.1 The opening date should allow the bidders sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

24.2 The Bidder's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Bidder's choice.

24.3 The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the bidders and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the bidders, and the overall technical scores, including the break- down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all bidders who submitted Proposals.

#### **25. Correction of Errors**

25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

25.2 Time-Based Contracts — If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the latter will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

25.3 Lump-Sum Contracts — If a Lump-Sum contract form is included in the RFP, the Bidder is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN- 1) shall be considered as the offered price.

#### **26. Taxes**

26.1 Subject to ITC 24.2, all taxes are deemed to be included in the Bidder's financial proposal as separate items, and, therefore, considered in the evaluation.

26.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya are dealt with in accordance with the instructions in the Data Sheet.

#### **27. Conversion to Single Currency**

27.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## **28. Abnormally Low Prices**

28.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

28.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.

28.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

## **29. Abnormally High Prices**

29.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Bidders is compromised.

29.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Bidders on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

(i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

(ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

29.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between bidders is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

## **30. Combined Quality and Cost Evaluation**

### **(a) Quality and Cost Based Selection (QCBS) Method**

30.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The bidder that achieves the highest combined technical and financial score will be notified and invited for negotiations.

**(b) Fixed Budget Selection (FBS) Method**

30.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the bidder with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such bidder to negotiate the Contract.

**(c) Least Cost Selection (LCS) Method**

30.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the bidder whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the bidder and invite the bidder to negotiate the Contract.

**(d) Combined Technical and Evaluation Report**

30.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of bidder for negotiations.

**31. Notification of Intention to Award**

31.1 The Procuring Entity shall send to each bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful bidder. The Notification of Intention to enter into a Contract/ Notification of Award shall contain, at a minimum, the following information:

- (i)The name and address of the bidder with whom the Procuring Entity successfully negotiated a contract;
- (ii)the contract price of the successful Proposal;(iii)a statement of the reasons why the recipient's Proposal was unsuccessful
- (iv)the expiry date of the Standstill Period, and
- (v)instructions on how to request a debriefing and/or submit a complaint during the standstill period;

**32. Stand still Period**

32.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved bidders to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

**33. Negotiations**

33.1 The negotiations will be held at the date and address indicated in the Data Sheet with the bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the bidder.

33.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the bidder's authorized representative.

**33.3 Availability of all the Resources required to fulfil the proposed solution.**

The invited bidder shall confirm the availability of all the components required for the design and implementation of a comprehensive technology platform as mentioned in Section 5 Terms of Reference included in the proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12.7. Failure to confirm the item/items availability may result in the rejection of the bidder's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked bidder.

33.4 Notwithstanding the above, the substitution of items at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder. In such case, the bidder shall offer a substitute item/item within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### **33.5 Technical negotiations**

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Works" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, test the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### **33.6 Financial negotiations**

33.7 The financial negotiations include the clarification of the bidder's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

33.8 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump- Sum contract shall not be negotiated.

33.9 Where QBS or CQS methods was used for a Lump-sum Contract as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered items price are much higher than the typically market price. In such case, the Procuring Entity may ask for clarifications and, if the prices are very high, ask to change the rates. The format for (i) providing information on prices in the case of QB Sand CQS; and (ii) clarifying pricing structure under this Clause, is provided in FORM FIN-2: SUMMARY OF COSTS. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked bidder to open its financial proposal and negotiate the contract.

33.10 In the case of a Time-Based contract, negotiation of unit rates shall not take place, except when the total offered price is much higher than the typical market price of the items. In such case, the Procuring Entity may ask for clarifications and, if the prices are very high, ask to change the price. The format for (i) providing information on market prices of individual items in the case of QBS and CQS; and (ii) clarifying item rates under this Clause, is provided FORM FIN-2: SUMMARY OF COSTS. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked bidder for negotiations.

33.11 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the bidder selection process. In that event, the Procuring Entity shall review the consultancy

requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

#### **34. Conclusion of Negotiations**

34.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Bidder's authorized representative and minutes prepared to record the outcome of the negotiations.

34.2 If the negotiations fail, the Procuring Entity shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Bidder of the reasons for doing so. The Procuring Entity will invite the next-ranked Bidder to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Bidder, the Procuring Entity shall not reopen the earlier negotiations.

#### **35. Notification of Award/ Letter of Award**

35.1 Upon expiry of the Standstill Period, specified in ITC 32, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Bidder. The letter shall confirm the Procuring Entity's award of Contract to the successful Bidder and requesting the Bidder to sign and return the draft negotiated Contract within Seven (7) Days from the date of the Letter of Award.

#### **36. Signing of Contract**

36.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 32.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

36.2 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

#### **37. Publication of Procurement Contract/ Contract Award Notice**

37.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information:

- (a) Name and address of the Procuring Entity;
- (b) Name and reference number of the contract being awarded;
- (c) The selection method used;
- (d) Names of the bidders that submitted proposals;
- (e) Names of all Bidders whose Proposals were rejected or were not evaluated;
- (f) The name of the successful bidder, the final total contract price, the contract duration and a summary of its scope.

37.2 Consider carefully the information on Bidders to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

37.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

## SECTION 2 (B) TENDER DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General Provisions</b>	
1	<p><b>Meanings/Definitions</b></p> <p>“Contract” shall include any other form of contract agreed to between the parties together with any other ancillary agreements as may be required following negotiations.</p> <p>“Data Sheet” all Data Sheet provisions should be construed to give clarity to the provisions of the ITC which includes instances of inconsistencies between the ITC and the Data Sheet. In cases of inconsistencies, the provisions of the Data Sheet shall prevail.</p> <p>“Joint Venture (JV)” shall also mean “Consortium”. The definition of the term Consortium in this document shall be construed accordingly and the terms may be used interchangeably. All members of a JV or Consortium will be required to contract with the Procuring Entity and assume responsibility for their respective deliverables under the contract. Any notice sent to the person identified as the lead bidder in the Proposal shall be deemed to have been sent to each Joint Venture or Consortium member.</p>
2.1	<p>Name of the Procuring Entity: <b>Kenya Revenue Authority</b></p> <p>The bidder selection method is: <b>Specially Permitted Procurement Procedure vide Single Source Selection (SSS) Method</b></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: <b>YES</b></p> <p>Financial Proposal to be submitted together with Technical Proposal in separate folder: <b>YES</b></p> <p>i. Technical Proposal to be Submitted in <b>The Tech bid C – Folder</b> and ii. Financial Proposals in the <b>Notes and Attachment Folder</b></p> <p>The name of the assignment is: <b>Request for Proposal for Design and Implementation of Comprehensive Technology Platform or Kenya Revenue Authority.</b></p>
2.3	<p>A virtual pre-proposal conference will be held: Yes</p> <p><i>Please use the link to join the virtual meeting: <a href="#">Click here</a></i></p> <p>Date of pre-proposal conference: <b>12<sup>th</sup> September, 2024</b></p> <p>Time: <b>11.00A.M</b></p>
2.4	<p>All the information needed for the <b>Request for Proposal for Design and Implementation of Comprehensive Technology Platform for Kenya Revenue Authority</b> are provided in <b>Section 5</b> of this RFP document.</p> <p>Any further information needed can be requested in writing to the email address <b>-eprocurement@kra.go.ke</b></p>
6.1	Not applicable

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
6.2	No maximum number of members of the JV.
6.3	Competition Authority of Kenya approval or exemption, if required, will be a Condition Precedent under the Contract and not a condition precedent to contract award.
6.6(a)	The list of debarred firms and individuals is available at the PPRA's website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>
6.7	Reservations has been allowed to a specific group of businesses: <b>None</b>
<b>B. Preparation of Proposals</b>	
10.1	<p>The Proposal shall comprise the following:</p> <p><b>(A) 1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1: Technical Proposal Submission Form</li> <li>(3) TECH-2: Bidder's Organization and Experience</li> <li>(4) TECH-3: Comments and Suggestions</li> <li>(5) TECH-4: Description of Approach, Methodology, and Work plan</li> <li>(6) TECH-5: Work Schedule and Planning for Deliverables</li> <li>(7) TECH-6A: - Team Composition, Assignment and Key Personnel</li> <li>(8) TECH-7: - Mandatory and Support Document</li> <li>(9) TECH-8: -Self-Declaration Forms</li> <li>(10) TECH 9: -Tender-Securing Declaration Form</li> <li>(11) TECH 10: Comments/proposed amendments or term sheet outlining comments to any proposed form of procurement contract contained in the RFP</li> </ul> <p><b>(B) 2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1: Financial Proposal Submission Form</li> <li>(2) FIN-2: Summary of Costs</li> <li>(3) Breakdown of remuneration – (if applicable)</li> <li>(4) Breakdown of reimbursable expenses – (if applicable)</li> </ul>
11.1	Participation of Sub-bidders, Sub-Contractors and Key Experts in more than one Proposal is permissible: <b>Not Applicable</b>
12.1	Proposals must remain valid for <b>Three Hundred and Thirty Five (335) days</b> after the proposal submission deadline.
12.9	The Bidder may subcontract the whole or part of the Works.
13.1	<p>Clarifications may be requested no later than <b>Seven (7) days</b> prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>E-mail: <a href="mailto:eprocurement@kra.go.ke">eprocurement@kra.go.ke</a></p>
14.1(i)	The Bidder may associate with other firms in the form of a consortium provided that only one proposal would be submitted by the Consortium and that a lead bidder will be identified from the consortium members and for the purposes of the proposal shall be the point of contact for the Procuring Entity.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
14.1(ii)	<p>Total Engagement period for this contract is estimated to be <b>Seven (7) years; Design and Implementation of Comprehensive Technology Platform for Kenya Revenue Authority provided that the Bidder shall be allowed to recover their return on investment (and the term of the contract may be extended accordingly) beyond the period stated in this section if by the lapse of the period stated herein, the Bidder would not have recovered their return on investment</b></p> <p>The Specifications, and associated infrastructure requirement are specified in <b>Section 5 Terms of Reference Subsection G Durations of the Assignment.</b></p>
14.1 (iii)	Not applicable.
16.1	The Bidder shall be permitted to customize its Financial Proposal to meet the requirements of its financial model or it's Technical Proposal.
16.2	A price adjustment provision shall apply as per the price adjustment mechanisms mutually agreed by the parties
16.3	<p>Taxes to be borne by the Bidder will be set out in the Contract. The Bidder may in its Financial Proposal specify any tax exemptions or reliefs that support its Financial Proposal. During Contract negotiations, the parties will negotiate any tax exemptions or reliefs that will apply to the Works and/or the supplier and/or any subcontractors. Where such tax reliefs and exemptions have been agreed they will be reflected in the Contract.</p> <p>Information on the Vendor's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: <a href="http://www.kra.go.ke">www.kra.go.ke</a>. Vendors are also advised to seek independent advise on the applicable taxes.</p>
16.4	The Financial Proposal shall be stated in the following currencies: <b>THE APPLICABLE CURRENCY IS KENYA SHILLINGS</b>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<p>The Vendors "shall" submit their Proposals electronically.</p> <p>Prospective consulting firms should be registered on the supplier registration portal found in the KRA website <a href="http://www.kra.go.ke">www.kra.go.ke</a> under E- Procurement tab. The supplier registration manual is also provided therein.</p> <p>Upon registration, submission of the proposal shall through the supplier portal found in the KRA website <a href="http://www.kra.go.ke">www.kra.go.ke</a> under E-procurement tab.</p> <p>Financial Proposal to be submitted together with Technical Proposal in separate folders:</p> <ol style="list-style-type: none"> <li>Technical Proposal to be Submitted in <b>The Tech bid C – Folder</b> and</li> <li>Financial Proposals in the <b>Notes and Attachment Folder</b></li> </ol> <p>Supplier guidelines on submission of Two (2) bid proposal will be shared on the supplier portal</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
17.5	<p>The submission will be done electronically;</p> <ol style="list-style-type: none"> <li>1) Technical Proposal to be Submitted in <b>The Tech bid C – Folder</b></li> <li>2) Financial Proposals in the <b>Notes and Attachment Folder</b></li> <li>3) Supplier guidelines on submission of Two (2) bid proposal will be shared on the supplier portal</li> </ol>
18.5	<p>The Proposals must be submitted no later than:</p> <p><b>Date: 23<sup>rd</sup> September, 2024 at 1100 Hrs East African Time</b> or such other date as the Procuring Entity may communicate in writing prior to expiry of the deadline.</p> <p>The Proposal submission address is: <b>TO BE SUBMITTED ELECTRONICALLY KRA E-PROCUREMENT PORTAL</b></p>
19.1	<p>This provision shall only apply during evaluation of the Proposal to allow for negotiations as per the provisions of the ITC 33 – Negotiations.</p>
20.1	<p>Proposals shall be <b>opened online</b>.</p> <p><i>The online opening procedure shall be: Initiation of RFX opening by two KRA responsible officers simultaneous log in, opening of the RFX and reading out of the Technical proposals submitted on Tech Bid C Folder.</i></p> <p>The opening shall take place at:      Street Address: <b>Haile Selassie Avenue</b>      Floor Number <b>21<sup>st</sup> Floor</b>      Room Number <b>SCM MEETING ROOM 1</b>      City: <b>NAIROBI</b>      County: <b>NAIROBI</b>      Country: <b>KENYA</b>      Date: <b>23<sup>rd</sup> September, 2024</b>      Time: <b>11:00 am East African Time</b></p>
20.2	<p>At the opening of the Technical Proposals the following shall be read out:</p> <ol style="list-style-type: none"> <li>1) the name and the country of the Vendor or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;</li> <li>2) the presence or absence the Financial Proposal; and</li> <li>3) tender security and any other relevant information</li> </ol>
22	<p>The Detailed Evaluation criteria is provided from <b>page 29</b> of the RFP Document</p>
23.2	<p>When the selection is based on the SSS method and if the invited bidder meets the minimum technical score required passing, the financial proposal shall be opened, the notification of intention to award shall be issued in accordance with clause 31 and the bidder shall be invited to negotiate the contract</p>
24.2	<p>An online option of the opening of the Financial Proposals is offered. YES</p>
25.	<p>Provided that the Procuring Entity may accept corrections by the Bidder to the Financial Proposal before the proposal submission deadline.</p>
26.1	<p>Unless expressly indicated in the Financial Proposal, the Bidder's Financial Proposal shall be deemed to be exclusive of VAT. If the Bidder proposes any tax incentive as part of its proposal, then the Bidder should</p>

<b>Reference to ITC Clause</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	specify such incentive in its Financial Proposal and/or in its comments to the proposed form of contract and such proposals shall be considered during evaluation and during contract negotiations.
26.2	The treatment of Taxes will be agreed during Contract negotiations.
31.1	<p>As the procurement method is single source selection, the Notification of Intention of Award shall only be sent to the Bidder if its Proposal is successful following completion of evaluation of Proposal by the Procuring Entity's Evaluation Committee. The notification to the successful Bidder which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(i)the name and address of the successful bidder (which may include a JV);</li> <li>(ii)confirmation that the Bidder may enter into negotiations of the draft Contract with the Procuring Entity on the basis of its Proposal; and</li> <li>(iii)any other applicable particulars expressly required in law.</li> </ul> <p>Negotiations of the draft Contract between the Procuring Entity and the successful bidder shall commence as soon as practicable after the date of the Notification of Intention to Award is issued to the Bidder in accordance with ITC 31.</p>
32.1	The stand-still period shall <b>NOT BE APPLICABLE</b>
33.1	<p>The Procuring Entity shall confirm to the Bidder the time date and address for negotiation meetings and shall give reasonable notice for such meetings. The Procuring Entity may, at its discretion, discuss the technical, commercial, financial and legal aspects of the Contract together in one session or in separate sessions.</p> <p>The Bidder shall submit to the Procuring Entity the names of their representatives, and their financial/ technical/ legal advisors or representatives who shall attend the negotiation meetings and shall ensure that each such persons have the written authorization of the Bidder to negotiate the Contract on behalf of the Bidder, whether by way of power of attorney or otherwise.</p>
33.5	<p>Clause 33.5 shall be replaced by the following provision:</p> <p>The technical negotiations shall include discussions on the Terms of Reference (TORs), the proposed methodology for implementing the TORs by the Bidder and the Procuring Entity, the Procuring Entity's inputs and the terms and conditions of the Contract including any proposed amendments or comments to the standard form of contract (including the General Conditions and the Special Conditions) proposed by the Bidder. The negotiations shall not:</p> <ul style="list-style-type: none"> <li>a) substantially alter the quality of the deliverables under the TORs, or</li> <li>b) substantially increase the price under the Financial Proposal without a corresponding increase in the scale of the scope of Works, or</li> <li>c) materially affect the relevance of the initial evaluation be affected.</li> </ul>
33.6	<p>Clause 33.6 shall be replaced by the following provision:</p> <p>The financial negotiations shall include:</p> <ul style="list-style-type: none"> <li>(i) discussions on the bidder's tax liability in Kenya, any tax incentives or reliefs sought by the Bidder in its Proposal and any other relevant comments or proposed amendments to the Contract proposed by the Bidder and the extent to which these items should be reflected in the Contract.</li> </ul>

<b>Reference to ITC Clause</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	(ii) discussions on the payment model to be applied by the Procuring Entity with regard to payments to the Bidder under the Contract. iii) any other aspects of the Financial Proposal to be included in the Contract
33.11	Where SSS method was used in the RFP, any aspects of the Financial Proposal (including the financial model) may be negotiated.
34.1	Where SSS method is used in the RFP, the Procuring Entity and the Bidder shall be entitled to negotiate and agree amendments to the form of Contract (including the General Conditions and the Special Conditions) consistent with the successful Proposal.
35	Clause 35 shall be replaced by the following provision: 35.1 Upon successful negotiations, the Procuring Entity shall, send a Letter of Award to the successful Bidder. The letter shall confirm the Procuring Entity's award of Contract to the successful Bidder and requesting the Bidder to submit a letter of acceptance within Seven (7) days. The final negotiated Contract will be signed within Thirty (30) days or any additional period as the Procuring Entity may communicate.
36.1	Delete references to Standstill Period.
36.2	The bidder is expected to commence the assignment on such a date upon execution of the contract as agreed by parties.
<b>D. Award of Contract</b>	
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>Head of Procurement</i>  Title/position: <i>Deputy Commissioner-Supply Chain Management</i>  Procuring Entity: Kenya Revenue Authority  Email address: <a href="mailto:eprocurement@kra.go.ke">eprocurement@kra.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and  (ii) the Procuring Entity's decision to award the contract.</p>

## DETAILED EVALUATION CRITERIA

Evaluation will be carried out through five stages as follows:

The evaluation will be carried out through the following stages as follows:

**Stage 1:** Compliance with the Mandatory Requirements

**Stage 2:** Technical Evaluation.

**Stage 3:** Financial Evaluation

**Stage 4:** Negotiation with the bidder

**Stage 5:** Recommendation of award

### STAGE 1: COMPLIANCE WITH THE ELIGIBILITY & MANDATORY REQUIREMENTS

The eligibility and mandatory criteria shall include the following.

No.	Requirements	Submitted/Attached /Not Attached
1.	Firm has submitted the Technical and financial Proposals as required in the ITT 2.2 in the TDS of the RFP Document. Technical Proposal submitted <b>electronically via the supplier portal to Tech Bid C- Folder</b>	
2	The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.	
3	Duly filled, signed and stamped Financial proposal submission form – Section 4 Financial Proposal : <b>to be submitted electronically via the supplier portal to Notes and Attachment Folder</b>	
4	A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms. Or its equivalent based on the firm's jurisdiction. Valid at least up to the tender closing date	
5	Power of attorney authorizing the person signing the proposal on behalf of the bidder.	
6	Certificate of Incorporation/ Registration or an equivalent document based on the firm's jurisdiction.	
7	Current CR12 Certificate.	
8	Tenderer's Eligibility – Duly filled, signed and stamped Confidential Business Questionnaire	
9	Duly filled, signed and stamped Certificate of Independent Proposal Determination (select either section 5 (a) or 5 (b))	
10	Duly filled, signed and stamped form SD 1 - Self Declaration That the Person/Tenderer Is Not Debarred in The Matter of the Public Procurement and Asset Disposal Act 2015	
11	Duly filled, signed and stamped form SD 2 – Self Declaration that the person/ tenderer will not engage in any corrupt/ fraudulent practice.	
14	Duly filled, signed and stamped Declaration and commitment to the code of ethics	
	<b>Requirements applicable to Consortium/Joint Ventures</b>	
15	Where bidders are consortium/Joint Venture, the firm must submit a teaming/Joint venture agreement clearly indicating the lead partner and the roles of the members in the consortium /Joint venture agreement specifying clear responsibilities, scope ownership and roles for each	

	partner/ member and shall be executed by the authorized representatives of all members of the joint venture/consortium (attach Power of Attorney for each)	
16	Bidders are required to submit actual and current project team members of the core team expected to be involved in the project and clearly indicating where the teams have carried out similar implementations involving enterprise technology landscape modernization	
	<b>Each consortium/Joint Venture partner to submit the following:</b>	
17	Copy of certificate of incorporation or registration certificate or its equivalent	
18	Copy of a valid tax compliance / tax clearance certificate or its equivalent	
19	Duly filled, signed and stamped confidential Business Questionnaire	
20	Duly filled, signed and stamped form SD 1 - Self Declaration That the Person/Tenderer Is Not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015	
21	Duly filled, signed and stamped form SD 2 – Self Declaration that the person/ tenderer will not engage in any corrupt/ fraudulent practice.	
22	Duly filled, signed and stamped Declaration and commitment to the code of ethics	

## STAGE 2: TECHNICAL EVALUATION

The Tenderer will be subjected to technical evaluation based on the following technical parameters:

### Stage 2: Technical Evaluation Table

	Description	Score
1.	<b>Firm Experience/Reputation</b>	<b>10</b>
	<p><b>Company Profile</b></p> <p><b>The firm to provide a company profile which should clearly demonstrate the following:</b></p> <p>A well-established firm or Joint venture with a good record of accomplishment of consultancy in the Information and Communication Technology sector. Must have very strong knowledge of Domestic and Customs Tax solutions.</p> <p><b>(i) Experience</b></p> <p>a) 10 years' and above experience....5 marks</p> <p>b) Below 10 years' experience.....2 marks</p>	5
	<p><b>(ii) Proven record of achievements and significant expertise in similar assignments (i.e provided transformative ICT solutions to government entities) (attach testimonials).</b></p> <p>The firm to provide a list of at least <b>two (2) reputable clients</b> where they have conducted consultancy advisory services on similar assignments within the last five years.</p> <p><b>Proof of satisfactory services from previous clients listed above:</b></p> <p>i) LPO/LSO, Executed Contract and reference/recommendation letter/Completion certificate.....5 marks</p>	5

<p>The bidder to submit letters of reference/recommendation from the client (on clients' letterhead) LSOs or Executed Contracts), which should include: summary of services <b>rendered, value of contracts, and duration of the assignment carried out, contact person, address and telephone numbers.</b></p> <p><b>Note</b></p> <p>Each client two point five (2.5) marks for submission of LPO/LSO, Executed Contract with evidence either a reference/recommendation letter or certificate of completion</p> <ol style="list-style-type: none"> <li>1. The information provided by the vendor shall be subjected to verification to confirm the successful implementation</li> </ol> <p><b>The bidder should provide ALL the information indicated above in order to be awarded marks.</b></p> <p><b>Five (5) Marks for all requirements will be pro-rated to Max Score = 5 Marks</b></p>	
<p><b>2. Lead Expert and Key Personnel Competency Profiles</b></p> <p><b>Key Experts' qualifications and competence for the Assignment: The bidder is required to propose experts who will undertake the assignment as provided in the twelve (12) initiatives.</b></p>	<p><b>40</b></p>
<p><b>Lead Expert</b></p> <p><b>i) Lead Staff/Vendor</b></p> <p>Should have a minimum of master's degree with relevant experience in enterprise architecture. A valid/current membership with a relevant professional body or its equivalent and, <b>at least Ten (10) years' experience in ICT and managing large teams with exposure in the public sector.</b></p> <p>The vendor should demonstrate experience working on at least 3 similar assignments.</p> <p>Submit a detailed CV supported with certified copies of professional certificates and valid membership from the relevant professional bodies.</p> <ol style="list-style-type: none"> <li>1. Curriculum Vitae.....1 mark</li> <li>2. Masters .....2 marks</li> <li>3. <i>Professional Qualification and Membership in Relevant body or its equivalent.....3 marks</i></li> <li>4. 10 years' and above relevant experience.....4 marks</li> </ol>	<p><b>10</b></p>
<p><b>ii) Key Personnel Competency- At least Two (12) experts per initiative (1.25 Marks) for all requirements per proposed personnel)</b></p> <p>I) Attach detailed CVs of at least Two (2) technical staff who have a minimum bachelor's degree and relevant technical experience.</p> <p>II) Attach certified copies of professional certificates and valid membership to the relevant professional bodies or its equivalent.</p> <p>III) At least Five (5) years of relevant experience in the related field.</p> <ol style="list-style-type: none"> <li>1. Curriculum Vitae .....2 mark</li> <li>2. Degree .....2 marks</li> <li>3. <i>Professional Qualification and Membership in Relevant body or its equivalent...3 marks</i></li> <li>4. <i>Relevant technical experience 5 years' and above .....</i></li> </ol>	<p><b>30</b></p>

	<p>marks -3 marks</p> <p><b>One point Two five (1.25) Marks for each resource with all requirements.</b></p> <p><b>Ten (10) marks will be pro-rated to Max Score = 1.25 Marks</b></p> <p><b>The proposed experts should be able to undertake the twelve (12) initiative as provided in the scope of work.</b></p>	
<b>3.</b>	<b>Demonstrate an understanding of the TOR/ Methodology. Adequacy and quality of the proposed methodology, Technical approach and work plan in responding to the Terms of Reference (TORs):</b>	<b>30</b>
	<p>The Vendor shall:</p> <ul style="list-style-type: none"> <li>(a) Define the key phases of the assignment (5 Marks)</li> <li>(b) Describe the content and duration of project activities. (5 Marks)</li> <li>(c) List the information collection tools necessary (5 Marks)</li> <li>(d) Specify the engagements /interviews with KRA staff necessary (5 Marks)</li> <li>(e) Specify the required level of stakeholder involvement (5 Marks)</li> <li>(f) Specify the documents for review/information required (5 Marks)</li> </ul>	
<b>4</b>	<b>Work Plan</b>	<b>10</b>
	<p>Provide a summary of the assignment work plan</p> <ol style="list-style-type: none"> <li>1. Provide a detailed activity list, estimated associate inputs, and time needed to carry out the assignment aligned to the Terms of Reference (5 marks)</li> <li>2. Provide a Gantt chart detailing these activities (5 marks)</li> </ol>	
<b>5</b>	<b>Transfer of knowledge and training program (relevance of approach and methodology):</b>	<b>5</b>
	<p><i>[Normally not to exceed 10 points].</i></p> <p>When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided]</p> <ul style="list-style-type: none"> <li>(a) Relevance of training program [1 mark]</li> <li>(b) Training approach and methodology [2 marks]</li> <li>(c) Qualifications of experts and trainers (2 marks)</li> </ul> <p><b>Total points for criterion (iv): [5 Marks]</b></p>	
<b>6</b>	<b>(v) Participation by Kenya citizens among proposed Key Experts [5 Marks]</b>	
	<p>[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the Kenyan Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Bidder's Technical Proposal]</p> <p><b>Total points for the five criteria: [5 Marks]</b></p>	
	<b>TOTAL SCORE</b>	<b>100</b>
	<b>CUT OFF SCORE</b>	<b>75</b>

**NOTE:**

**Total weight for vendor evaluation is: 100%**

**The minimum score required to pass is: 75 Marks**

The minimum technical score required to pass is **75 Marks**. However, where the vendor has not provided a substantial response, it will be subject to clarifications and re-evaluation.

## **5.0: BIDDER'S COMMENTS AND PROPOSED AMENDMENTS TO THE STANDARD FORM OF CONTRACT.**

### **STAGE 3. FINANCIAL EVALUATION**

The financial proposal is expected to cover costing for phase I (Baseline Survey). KRA proposes that the consideration for phase I shall be performance based i.e. It shall be conditional on the successful implementation of deliverables in phase II. Noting that a detailed financial proposal for Modernization (Implementation of a Comprehensive Technology Platform) will be submitted upon validation and negotiation of the outcomes/recommendations in the Baseline Survey Report. An RFP Document will be issued to the bidder after completion of Phase I which will incorporate the agreed TOR and any other requirements for Phase II.

At this stage, the bidder will be invited to have their financial bid (s) opened for evaluation. Financial Evaluation shall involve checking completeness and any minor deviations will also be taken into account. The Financial Evaluation shall also include a review of the terms and conditions of the Financial Proposal and the relevant Bidder's comments to the standard form of contract. The bidder will then be invited for negotiations.

### **STAGE 4 – NEGOTIATION**

Negotiation will be in line with the principles set out in this RFP and applicable law and take into account the Technical and Financial Proposals and the Bidder's comments to the standard form of contract.

#### **Negotiation with the bidder on the Terms and Conditions of the Contract for Phase I deliverables. The key areas of focus will include but not limited to the following:**

- i. **Scope of Work:** Clarify the proposed methodology and expected deliverables for Phase I, including any adjustments or additions required.
- ii. **Timelines:** Discuss and agree on realistic timelines for deliverables, including any milestones and deadlines.
- iii. **Pricing:** Negotiate the proposed contract amount in line with the expected deliverables for phase I. KRA proposes that the consideration for phase I shall be performance based i.e. It shall be conditional on the successful implementation of deliverables in phase II.
- iv. **Terms and Conditions:** Review and negotiate General and Special Conditions of Contract.
- v. **Risks and Liabilities:** Address any concerns related to risks and liabilities. Discuss how these will be managed and mitigated.

### **STAGE 5 – RECOMMENDATION OF AWARD**

Based on successful negotiations the Bidder will be recommended for award as shall be agreed at the negotiation.

## STAGE-6 CONTRACT ADMINISTRATION FOR PHASE I

1.	Implementation and monitoring of the Contract as per the work plan.
2.	Presentation of the final baseline survey report by the Vendor to the KRA's project manager ("the project manager").
3.	<p>The Project Manager submits the final baseline survey report to the KRA Management for validation by;</p> <ul style="list-style-type: none"> <li><b>Review Survey Results:</b> Examine the results of the baseline survey to understand the findings, metrics, and any deviations from the expected outcomes.</li> <li><b>Compare with Scope:</b> Compare the survey results with the original scope of work defined in the contract or proposal. Identify any gaps or discrepancies.</li> <li><b>Assess Implications:</b> Determine how the survey results impact the scope, deliverables, and objectives of the project.</li> </ul>
4.	<p>The Project manager presents Management's comments on the Baseline survey recommendations to the vendor and submission of the final survey report by the vendor.</p> <p>The parties will among other things agree on the following;</p> <p><b>Scope Adjustment:</b> Align the scope of work for phase II (Design and Implementation of a Comprehensive Technology Platform) with the survey findings. This might include additional work, modifications, or exclusions.</p> <p><b>Timeline Revisions:</b> Agree on revised timelines for the completion of the project, considering any additional work or delays caused by the scope adjustments.</p> <p>Project implementation schedule /work plan for Phase II.</p> <p><b>Benchmarking</b> with comparative reference sites and jurisdictions.</p> <p><b>Document Agreements:</b> Document all agreements reached during the negotiation, including revised scope deliverable and timelines for Phase II.</p>

## SECTION 3 TECHNICAL PROPOSAL- STANDARD FORMS

**The Vendor shall be required to submit the following as provided in the Technical standard forms dully filled, stamped and signed.**

1. **Form Tech 1:** Technical Proposal Submission Form
2. **Form Tech 2:** Vendor's Organization and Experience
3. **Form Tech 3:** Comments and Suggestions
4. **Form Tech 4:** Description of Approach, Methodology and Work Plan
5. **Form Tech 5:** Work Schedule and Planning for Deliverables
6. **Form Tech 6 A:** Team Composition, Assignment and Key Experts' Inputs
7. **Form Tech 6 B:** Form Tech-6B: Curriculum Vitae (CV)
8. **Form Tech 7:** Mandatory Support Documents
9. **Form Tech 8:** Self-Declaration forms
10. **Form Tech 9:** Tender-Securing Declaration Form

### 1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your RFP dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Vendor is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Vendor's Proposal includes Sub-vendors, insert the following:} We are submitting our Proposal with the following firms as Sub-vendors: {insert a list with full name and address of each Sub-vendor.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Vendor shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid

rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from\_(specify website) during the procurement process and the execution of any resulting contract.

- i) We, along with any of our sub-vendors are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- j) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- k) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- l) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain, Yours sincerely,

Authorized Signature *{In full and initials}*: Name and Title of Signatory:

Name of Vendor *(company's name or JV's name)*:

Contact information *(phone and e-mail)*:

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## 2. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the

*[Name of Procuring Entity]*

for: \_\_\_\_\_ *[Name and number of tender]* in response to the request for tenders made by: \_\_\_\_\_ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ *[Name of Tenderer]* that:

I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
  - a) I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
  - b) For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
    - i) Has been requested to submit a Tender in response to this request for tenders;
    - ii) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
  - c) The Tenderer discloses that [check one of the following, as applicable]:
    - i) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
    - ii) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
  - d) In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - i) prices;
    - ii) methods, factors or formulas used to calculate prices;
    - iii) the intention or decision to submit, or not to submit, a proposal; or
    - iv) the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph (5)(b) above;
  - e) In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
  - f) The terms of the RFP have not been, and will not be, knowingly disclosed by the Vendor, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*[Name, title and signature of authorized agent of Vendor and Date]*

### 3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information) (Appendix shall not be modified)

#### Purpose

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

#### Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Vendors, Contractors and Suppliers; any Sub-contractors, Sub-vendors, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- a) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- b) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- c) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - if a contract has already been entered into with the person, the contract shall be avoidable;
- d) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- e) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - i) Shall not take part in the procurement proceedings;
  - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- f) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- g) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- h) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
  - Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - “corrupt practice” is the offering, giving, receiving, or soliciting, directly or

indirectly, of anything of value to influence improperly the actions of another party;

- “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- “obstructive practice” is:
  - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

“fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices among tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- Rejects a proposal or award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-vendors, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Vendors, Contractors, and Suppliers and their Sub-contractors, Sub-vendors, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated vendor, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the

### 3. FORM TECH-2: VENDOR'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Vendor's organization and an outline of the recent experience of the Vendor that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Vendor's Key Experts and Sub-vendors who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Vendor), and the Vendor's role/involvement.

#### A - Vendor's Organization

Provide here a brief description of the background and organization of your company, and in case of a joint venture-of each member for this assignment.

#### B - Vendor's Experience

- a) List only previous similar assignments successfully completed in the last [.....] years.
- b) List only those assignments for which the Vendor was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Vendor's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Vendor, or that of the Vendor's partners or sub-vendors, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
- c) The Vendor shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

<b>Assignment name:</b>	<b>Approx. value of the contract [KES, US\$ etc.]:</b>
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total № of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	№ of professional staff-months provided by associated Vendors:
Role on Assignment: ( <i>E.g. Lead Member in ABC JV, or Sole Vendor</i> ):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

### **a) FORMTECH-3: COMMENTS AND SUGGESTIONS**

Form TECH-3: The Vendor to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

*{Improvements to the Terms of Reference, if any}*

B - On Counterpart Staff and Facilities

*{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}*

### **b) FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN**

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

*{The structure of your Technical Proposal:*

- Technical Approach and Methodology
- Work Plan
- Organization and Staffing}

*• Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}*

*• Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*

*• Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

c) FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Nº	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:.....}												
N													

a) List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

b) Duration of activities shall be indicated in a form of a bar chart.

3. Include if necessary, to help a read the legend, chart.

a) **FORMAT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

Nº	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D- ...		Home	Field	Total
<b>KEY EXPERTS</b>												
K-1	{e.g., Mr. Abbabb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]						
			[Field]	[0.5 m]	[2.5]	[0]						
K-2												
K-3												
N												
										Subtotal		
<b>NON-KEY</b>												
N-1			[Home]									
			[Field]									
N-2												
N												
										Subtotal		
										Total		

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

■ Full time input ■■■■■ Part time input



**b) FORM TECH-6B: CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained} Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011- present]	[e.g., Ministry of ..... , advisor/vendor to...  For references: Tel...../e-mail.....; Mr. Bbbbb, deputy manager]		

Membership in Professional Associations and Publications: \_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

Adequacy for the Assignment:

Detailed Tasks Assigned on Vendor's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information :(e-mail.....  
phone.....) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

{day / month/year}

Name of authorized \_\_\_\_\_ Signature. \_\_\_\_\_ Date \_\_\_\_\_  
Representative of the Vendor (the same who signs the Proposal)

**c) FORMTECH-7: MANDATORY SUPPORT DOCUMENTS**

*[The Vendor shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]*

1. Certificate of Incorporation/Certificate of Registration  
*{Insert here a copy of certificate of incorporation or registration}*
2. Tax Compliance Certificate  
*{Vendor to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}*
3. Practice License or Certificate for the Firm  
*{If required, Vendor to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}*
4. Similar Consulting Assignments Experience  
*{Vendor to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}*
5. Academic Certificates  
*{Vendor to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}*
6. Professional Certificates  
*{Vendor to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}*
7. Professional Membership of Key Experts  
*{If applicable, Vendor to insert copies of professional membership certificate for its key experts}*
8. Certificate of Independent Proposal Determination  
*(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).*

## FORM TECH - 8: SELF-DECLARATION FORMS

### FORM SD1

#### SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ..... of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

- a) THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of..... (Insert name of the Company) who is a Bidder in respect of **Tender No.**..... for..... (Insert tender title/description) for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
- b) THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- c) THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....

.....

..... (Title)

(Signature)

(Date)

Bidder Official Stamp

## FORM SD2

### SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ..... of ..... P. O.  
Box.....being a resident of

..... in the Republic of ..... do hereby make a statement as follows: -

- a) THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**..... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
- b) THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
- c) THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
- d) THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
- e) THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... ..... ..... (Title)  
(Signature) (Date)

Bidder Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of **(Name)**

**of the Business/ Company/Firm** ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name ..... of ..... Authorized

signatory.....

Sign.....

.....

Position.....

.....

Office address..... Telephone.....

E-mail.....

Name ..... of ..... the  
Firm/Company.....

Date.....

.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name .....

Sign.....

Date.....

**FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}**

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

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

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

- a) I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- b) I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we-(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering 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 tenders.
- c) I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
  - Our receipt of a copy of your notification of the name of the successful Tenderer;  
or
  - Thirty days after the expiration of our Tender.
- d) I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and 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: ..... Capacity / title (director or partner or sole proprietor, etc.) ..... Name: .....

Duly authorized to sign the bid for and on behalf of: .....[insert complete name of Tenderer] Dated on ..... day of ..... [Insert date of signing]

Seal or stamp

#### **SECTION 4. FINANCIALPROPOSAL - STANDARD FORMS**

**Vendor firms will be required to submit duly filled, signed and stamped standard forms listed below**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration FIN-4 Reimbursable expenses

## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

### (Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

..... {Location, Date}  
To: ..... [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.

{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or  
Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive. We remain,  
Yours sincerely,

---

Signature..... (of Vendor's authorized representative) {In full and initials}:  
Full name: ..... {insert full name of authorized representative} Title:

..... {insert title/ position of authorized representative}

Name of Vendor..... (company's name or JV's name): Capacity: .....  
{insert the person's capacity to sign for the Vendor} Physical Address: .....  
{insert the authorized representative's address}

Phone: ..... {insert the authorized representative's phone and fax number, if applicable} Email: ..... {insert the authorized representative's email address}  
{For a joint venture, either all members shall sign or only the lead member/vendor, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2: SUMMARY OF COSTS**

Item	Cost {Vendor must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

## **FORM FIN-3A: BREAKDOWN OF REMUNERATION**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Vendor for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

## FORM FIN 3B: VENDOR'S REPRESENTATIONS REGARDING COSTS AND CHARGES

*{This Form FIN 3B shall be used for Time-Based contracts only. If Lump sum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Vendors}*

Vendor: .....Country:

Assignment: .....Date:

We hereby confirm that:

- A. The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Vendor's Experts;
- B. attached are true copies of the latest pay slips of the Experts listed;
- C. theaway-from-homeofficeallowancesindicatedbelowarethose that the Vendor has agreed to pay for this assignment to the Experts listed;
- D. the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- E. said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

.....  
[Name of Vendor]

Signature of Authorized Representative

Name:

.....

Title:

.....

Date:

.....



## FORM 3C: FORM FOR VENDOR'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3C shall be used for Time-Based contracts only}

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charge <sup>s<sup>1</sup></sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Procuring Entity's Country									

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1

2. Expressed as percentage of 4



## FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

### a) Review of Remuneration Rates

- 4.1 The remuneration rates are made up of salary or abase fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 4.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 4.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

5 Rate details are discussed below:

- 35 Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included bylaw or government regulations.
- 36 Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Vendor's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- 37 Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- 38 Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:  
Leave cost as percentage of salary  $\frac{w + ph + v + s}{365} \times 100$   
Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.  
Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.
- 39 Overheads are the Vendor's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Vendor's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Vendor's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Vendor. In such case, the Vendor shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- 40 Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other

reimbursable expenses.

41 *Away from Home Office Allowance or Premium or Subsistence Allowances* Some Vendors pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Vendor for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B. Reimbursable Expenses									
No	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}	
	{e.g., Per diem allowances**}	{Day}							
	{e.g., International flights}	{Ticket}							
	{e.g., In/out airport transportation}	{Trip}							
	{e.g., Communication costs between Insert place and Insert place}								
	{e.g., reproduction of reports}								
	{e.g., Office rent}								
	.....								
	{Training of the Procuring Entity's personnel – if required in TOR}								
Total Costs									

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

## SECTION 5 TERMS OF REFERENCE

### **TERMS OF REFERENCE (TOR) FOR DESIGN AND IMPLEMENTATION OF A COMPREHENSIVE TECHNOLOGY PLATFORM**

#### **Background**

The mandate of KRA is to assess, collect and account for all revenues in accordance with Kenya's laws and regulations. The major focus of KRA is the utilization of technology to help revenue collection and tax administration.

In the Financial Year 2023-2024, KRA invited firms through an Expression of Interest for implementation a Comprehensive Tax platform. The endeavour was unsuccessful due to misalignment of KRA's requirements and the offering in the market, in addition to budgetary constraints.

In an endeavour to deliver on its mandate, KRA is in the process of rolling out an Enterprise API gateway platform to enable the Authority integrate internally across systems, and externally with taxpayers and partner Government agencies' technology ecosystems through the provision of Open APIs and self-service. In line with this, there is need to:

1. Rapidly modernize, align and enhance various systems to make them fit for future and API ready
2. Improve the IT infrastructure to accommodate the expected increase in workload.

Arising from the experience of misalignment of requirements, the complexity of the activities involved in aligning the Enterprise API Platform, the urgency of resolving system unavailability challenges and the need to utilize technology to achieve its targets, KRA has developed functional requirements and seeks services of a vendor to:

Review and validate business and technical requirements

1. Conduct Business Process Reengineering
2. Develop an Enterprise Architecture blue print fit for 3-5 years
3. Refine the technical and functional requirements to be aligned with the implemented Enterprise API platform.
4. Implementation of the comprehensive Technology Platform

The procurement process is divided in two (2) phases;

**Phase I:** conducting a baseline survey on the twelve (12) initiatives described in the Scope of Work below;

- a) Conduct a Gap analysis
- b) Review and validate the high level business and technical requirements
- c) Conduct Business Process Reengineering
- d) Develop an Enterprise Architecture blue print fit for 3-5 years
- e) Develop solution architecture for each of the initiatives for 3-5 years
- f) Refine the technical and functional requirements to be aligned with the implemented Enterprise API platform
- g) Develop Terms of Reference for the Twelve (12) initiatives.

**Phase II** involves the subsequent implementation of the Comprehensive Technology Platform based on the revised and validated TOR's emanating from Phase I.

#### **Expected Outcomes**

Upon implementation of the Comprehensive Technology platform, the following outcomes are anticipated.

1. Technology landscape appropriately aligned with the API gateway
2. Improved systems uptime

3. Business process reengineering
4. Enhanced tax and customs compliance
5. Simplified tax and customs processes
6. Scaled up infrastructure to meet business demands
7. A fully integrated and simplified revenue administration

<b>1. Objective</b>	The objective of the consultancy is to develop a detailed design master plan outlining the strategy, approach, and roadmap towards modernization of the Technology Landscape in the Authority.
<b>2. Scope of Work</b>	<p><b>i) MODERNIZATION OF DOMESTIC TAXES SYSTEMS</b></p> <ul style="list-style-type: none"> <li>a) Review the existing Domestic Taxes systems</li> <li>b) Review the proposed Business Process Reengineering</li> <li>c) Redesign of the Domestic Revenue Tax systems architecture</li> <li>d) Recommend appropriate technology with sustainable recurrent costs</li> <li>e) Review functional and technical requirements to facilitate the modernization</li> </ul> <p><b><u>HIGH LEVEL REQUIREMENTS</u></b></p> <p>KRA seeks to modernize its current tax system to respond to emerging changes in business and technology needs to adopt modern technologies. The vendor shall undertake the defined activities as detailed in the scope of services at minimum.</p> <p><b><u>SCOPE OF SERVICES</u></b></p> <p class="list-item-l1">a. <b>Assessment &amp; Business Process Reengineering (BPR) for all Domestic Tax and interfacing processes</b></p> <ul style="list-style-type: none"> <li>i. Review and identify all Domestic Tax and interfacing processes and systems</li> <li>ii. External and Internal Stakeholder engagements for: <ul style="list-style-type: none"> <li>a. Customer Journey Mapping</li> <li>b. Map and document the “AS-IS” processes highlighted in (i) with the various process owners and relevant stakeholders</li> <li>c. Identification of process pain points and opportunities for improvement</li> <li>d. Undertake/facilitate the relevant training of members of staff on any aspect of the exercise e.g. process analysis methodologies and process documentation tools</li> </ul> </li> <li>iii. Analyze the “AS-IS” processes defined under (ii) on the basis of the Authority’s mandate and strategic context and determine the process and system gaps in terms of suitability, best practice, efficiency and effectiveness, and other relevant factors.</li> <li>iv. Redesign and establish a portfolio of “TO-BE” processes in</li> </ul>

consultation with relevant stakeholders, appropriate benchmarking and efficiency considerations.

- v. Provide specific justification for the proposed processes
- vi. Make recommendation on required process governance structure changes and reporting lines in the DTD process portfolio
- vii. Assessment of the required skill sets to achieve the project implementation and redesigned processes

**b. Functional and non-functional requirements documentation (“TO-BE”)**

- i. Review and refine functional and non-functional requirements for requisite Domestic Taxes systems to align to API first and micro services approach to facilitate the modernization:

**Domestic Tax System**

Module	High-Level Requirements
<b>Taxpayer Registration</b>	<ol style="list-style-type: none"> <li>1. Segment specific registration processes for different TP categories</li> <li>2. Data-driven taxpayer registration (Leverage on 3<sup>rd</sup> party data sources)</li> <li>3. Simple, user-friendly, intuitive and interactive interfaces for the registration forms</li> <li>4. System triggered obligation registration as per data sets</li> <li>5. Consolidated view of Taxpayer information from different modules</li> <li>6. Integrated omni-channel capability for enhanced user experience</li> <li>7. Use of emerging Technologies for authentication &amp; Authorization e.g. Digital identifier signature, Biometric (facial/fingerprint, Enter 4digit PIN)</li> <li>8. Real-time streaming of taxpayer data to enable automatic issuance of PINs &amp; establish taxable income</li> </ol>
<b>Return Processing</b>	<ol style="list-style-type: none"> <li>1. Real time system based compliance checks</li> <li>2. Prepopulated returns based on data from integration and auto calculations of taxes due.</li> <li>3. Customized returns per sector/tax head</li> <li>4. Multiple filing platforms</li> <li>5. Data remediation to ensure accurate and agreeable data is transferred to the new system.</li> <li>6. No filing required for specified TP segments</li> </ol>

		<ul style="list-style-type: none"> <li>e.g. employment income only &amp; mobile based approach for informal sector</li> <li>7. Use of simple language on ledger entries and explanations</li> <li>8. Allow authorization by Tax agents for PAYE Return Filing</li> <li>9. Automated amendment process with ability to amend certain sections of the return.</li> <li>10. Auto approvals for downward amendment with triggers for post verification.</li> </ul>	
	<b>Payments</b>	<ul style="list-style-type: none"> <li>1. Automated confirmation of payment using third-party data sources like Banks, CBK.</li> <li>2. Auto removal/closure of unutilized PRNs</li> <li>3. Payment plan with the option of automatic deductions.</li> <li>4. Automated offset process that can be initiated by the taxpayer.</li> <li>5. Incentivise taxpayers who adhere to payment plans and introduce compliance-rating levels</li> <li>6. Payment options under Mpesa menu/app that do not require a PRN.</li> </ul>	
	<b>Compliance</b>	<ul style="list-style-type: none"> <li>1. Risk-based Compliance checks - Risk Engine to auto select non-compliance cases and track them in the case management tool</li> <li>2. Integrations to 3<sup>rd</sup> party data sources to enable taxation at source</li> <li>3. Automatic reminders, targeted campaigns and dashboard notifications to file and pay</li> <li>4. System ability to graduate non-compliance cases for audit</li> <li>5. Intelligence taxpayer profile scans , compliance risk register creating visibility of compliance improvement plans and credit scores</li> </ul>	
	<b>Excise License</b>	<ul style="list-style-type: none"> <li>1. Auto population of the Excise return (info on production, activation and delivery modules) for ease of filing</li> <li>2. Automated compliance checks and auto-approval of stamp order application if tax due corresponds to EGMS data. If data/amount due is amended then task is created for compliance review</li> <li>3. Simplified registration process</li> </ul>	

	<b>VAT remission and exemption</b>	<ol style="list-style-type: none"> <li>1. Automation of VAT exemption and remission end to end process</li> <li>2. Automated compliance checks in i-Tax (similar to TCC-checks debt status (360 view), to aid in reducing the turnaround time for approval.</li> <li>3. Tracking case status i.e. application, suspension, transfers and approval</li> </ol>	
	<b>Audit &amp; Investigations</b>	<ol style="list-style-type: none"> <li>1. Case management with automated workflows, use of machine learning to flag out non-compliance for audit</li> <li>2. Introduction of maker checker function to reduce the levels of approval</li> <li>3. 360 view of all cases for all players in audit, compliance &amp; investigation</li> <li>4. Automated risk profiling engine to profile cases, case rating assigning score based on the risk levels</li> </ol>	
	<b>Debt &amp; Enforcement</b>	<ol style="list-style-type: none"> <li>1. Auto generated demand/agency notices and payment plans</li> <li>2. Variable payment plans instalments per taxpayer's ability</li> <li>3. Automated compliance check at filing</li> <li>4. Taxing at source to reduce PRWP)</li> <li>5. Real time reconciliation of payments</li> <li>6. Automated monitoring through Standing orders (Banks/Mpesa)</li> <li>7. Ability for the taxpayer to attach any required supporting document</li> <li>8. 360-degree view of the TP debt status from dashboards.</li> </ol>	
	<b>Dispute Management</b>	<ol style="list-style-type: none"> <li>1. Ability to monitor the refund claim by both TPs and refund officers</li> <li>2. Automated SLAs with escalation matrices</li> <li>3. Interoperability between modules for a single source of truth. (Visibility of the tax payers past case workflows and documents)</li> <li>4. Automation of working papers and clear audit trail of the dispute resolution</li> <li>5. Mapping of KRA officers to objection tasks, automating SLA and escalation.</li> </ol>	
	<b>Refunds</b>	<ol style="list-style-type: none"> <li>1. Auto populated refund checklist</li> <li>2. Automatic System debt validation/audit prior to refunds</li> <li>3. Comprehensive workflows and monitoring with a 360-degree view of taxpayers.</li> </ol>	

		<ol style="list-style-type: none"> <li>4. Automated Risk scoring matrix that will inform automated refund approval for low risk refund</li> <li>5. Ability to monitor the refund claim by both TPs and refund officers and Automated SLAs with escalation matrices</li> <li>6. Automated information for refund drivers (mortgage, insurance), DMS, Webex interviews</li> </ol>	
	<b>Business Intelligence / Reporting</b>	<ol style="list-style-type: none"> <li>1. Pre-generate custom reports and allow querying and exporting.</li> <li>2. Provide monitoring and compliance reports.</li> </ol>	

### Comprehensive e-Invoicing System

Module	High-Level Requirements
<b>Registration</b>	<ol style="list-style-type: none"> <li>1. Facilitate taxpayer sign-up and simultaneous service requests.</li> <li>2. Integrate with external systems.</li> <li>3. Validate trader registration information upon signup.</li> <li>4. Validate Integrator/Aggregator from approved lists.</li> <li>5. Allow Integrator/Aggregator to nominate traders, who can accept or reject.</li> </ol>
<b>Controlled Invoice Generation &amp; Issuance</b>	<ol style="list-style-type: none"> <li>1. Ensure trader systems can generate electronic tax invoices.</li> <li>2. Use alphanumeric characters for invoices.</li> <li>3. Validate invoice contents.</li> <li>4. Generate unique identifiers for invoices.</li> <li>5. Validate items per VAT Act.</li> <li>6. Create unique digital signatures for each invoice.</li> <li>7. Standardize invoices to KRA standards.</li> <li>8. Encrypt and securely store invoice data.</li> <li>9. Encrypt data in real-time upon generation.</li> <li>10. Ensure trader PIN matches KRA-issued PIN.</li> <li>11. Require Buyer PIN for B2B transactions.</li> <li>12. Date and time stamp must match transaction time.</li> <li>13. Assign unique identifiers to trader systems.</li> <li>14. Use cryptography for data integrity, authenticity, and non-repudiation.</li> </ol>

	<p><b>Transmission</b></p>	<ol style="list-style-type: none"> <li>1. Enable electronic transmission and reception of transactional data.</li> <li>2. Use available IT communication channels.</li> <li>3. Provide APIs for invoice data transmission.</li> <li>4. Support real-time and batch configurations.</li> <li>5. Ensure data confidentiality.</li> <li>6. Transmit transactional, sequential, and complete data.</li> </ol>	
	<p><b>Identification Checker</b></p>	<ol style="list-style-type: none"> <li>1. Receive encrypted tax invoice data.</li> <li>2. Support 2-way communication.</li> <li>3. Authenticate data sender and authorization level.</li> <li>4. Decrypt tax invoice data.</li> <li>5. Pre-register trader invoicing systems and associate with specific traders.</li> </ol>	
	<p><b>Data Integrity Checker</b></p>	<ol style="list-style-type: none"> <li>1. Verify digital signatures for data integrity.</li> <li>2. Verify Buyer PIN against database.</li> <li>3. Identify product item classification codes.</li> <li>4. Store decrypted and verified data in a database.</li> <li>5. Segregate data that passes integrity checks from flagged data.</li> </ol>	
	<p><b>Stock Management</b></p>	<ol style="list-style-type: none"> <li>1. Maintain item classification codes.</li> <li>2. Capture item details as maintained in TIS.</li> <li>3. Transmit purchase invoice data to trader systems.</li> <li>4. Map purchase invoice data to stock and transmit.</li> <li>5. Map import data to stock and transmit.</li> <li>6. Transmit import data to relevant traders.</li> <li>7. Maintain branch stock levels.</li> <li>8. Maintain stock levels per trader.</li> </ol>	
	<p><b>Storage of Tax Invoice Data and Reporting</b></p>	<ol style="list-style-type: none"> <li>1. Store data for tax management, audit, compliance, and reporting.</li> <li>2. Support report generation and analysis.</li> </ol>	
	<p><b>Business Intelligence / Reporting</b></p>	<ol style="list-style-type: none"> <li>1. Pre-generate custom reports and allow querying and exporting.</li> <li>2. Provide monitoring and compliance reports.</li> </ol>	
	<p><b>Enforcement (Audit) of Tax Invoice</b></p>	<ol style="list-style-type: none"> <li>1. Verify validity of tax invoices upon query.</li> <li>2. Check invoice validity using various platforms (app, USSD, web portal).</li> </ol>	

<b>API Management</b>	<ol style="list-style-type: none"> <li>1. Provide an API portal for testing and research before production.</li> </ol>
<b>Smartphone Application</b>	<ol style="list-style-type: none"> <li>1. Segment the application for different user categories.</li> </ol>
<b>Other Features</b>	<ol style="list-style-type: none"> <li>1. Manage and issue cryptography keys.</li> <li>2. Monitor firmware or software updates.</li> <li>3. Monitor tampering with trader systems.</li> <li>4. Broadcast messages to traders.</li> <li>5. Terminate support for compromised security keys and notify traders.</li> </ol>
<b>Non-Functional Requirements</b>	
<b>Stress Requirements</b>	<ol style="list-style-type: none"> <li>1. Support 5,000,000 simultaneous connections.</li> <li>2. Provide performance reports.</li> <li>3. Minimize interruption during encryption, storage, and transmission.</li> <li>4. Allow for horizontal scaling.</li> </ol>
<b>Usability / Training Requirements</b>	<ol style="list-style-type: none"> <li>1. Be understandable by novice users within one day.</li> <li>2. Minimize user interaction with predictive input.</li> <li>3. Maintain a common look and feel across modules.</li> <li>4. Provide adequate documentation.</li> </ol>
<b>Volume and Storage Requirements</b>	<ol style="list-style-type: none"> <li>1. Implement optimal storage and compression strategies.</li> <li>2. Allow for expanding disk space.</li> <li>3. Maintain data for at least 5 years with online access.</li> </ol>
<b>Compatibility Requirements</b>	<ol style="list-style-type: none"> <li>1. Be an N-Tier Web-based system.</li> <li>2. Integrate with existing and future KRA systems.</li> <li>3. Support international standards for web/application/database layers.</li> <li>4. Be compatible with major web browsers.</li> <li>5. Integrate with KRA systems for compliance analysis and reporting.</li> <li>6. Exchange JSON &amp; XML information.</li> <li>7. Support future enhancements with minimal impact.</li> </ol>
<b>Reliability Requirements</b>	<ol style="list-style-type: none"> <li>1. Recover data and roll back under special circumstances.</li> <li>2. Follow an archiving policy defined by KRA and the vendor.</li> </ol>

		<ol style="list-style-type: none"> <li>Handle errors comprehensively.</li> </ol>
<b>High Availability</b>		<ol style="list-style-type: none"> <li>Run 24x7 with minimal downtime (99.9% availability).</li> <li>Ensure average response times for transactions are under 2 seconds.</li> </ol>

### Production Monitoring Command Centre

<b>High-Level Functionalities</b>	
<b>Independent Command Center</b>	<ol style="list-style-type: none"> <li>Review of implemented EGMS system architecture to enable the expansion of the EGMS command center (real time production monitoring and enhanced factory controls, data transmission, analysis, and reporting) to an Independent Command Center i.e. Center of Excellence that will incorporate other emerging initiatives e.g. other excisable products, production systems and enforcement activities.</li> <li>Secure, modern and scalable solution(s), inter-operable with existing and future factory monitoring equipment with end to end encryption at all points of integration and data transmission.</li> </ol>
<b>Integrations</b>	<ol style="list-style-type: none"> <li>Open APIs for all functionalities to provide the capability for integration with other relevant KRA systems (such as but not limited to EGMS, e-invoicing, iTax, ICMS, I-scan, Customs Command Center, I-Support etc ) and 3rd party systems (CCTV systems and other equipment installed by the manufacturer , other government systems</li> <li>Ability of the system to provide for interoperable open architecture i.e ability of different systems, devices or applications (radar tank gauging, flow meters, CCTV) to connect, communicate, exchange data, and use the information that has been exchanged efficiently and effectively.</li> </ol>

### Enterprise & solution architecture requirements

- The use of the modern architectural designs that supports high availability within the data centers and across multiple data centers for both the applications and databases to ensure at

least 99.999% availability.

2. Ability to carry out maintenance without downtime experience by the end-users.
3. Auto scale in response to traffic based on defined metrics.
4. Applications should be developed as loosely coupled components implemented as micro services.
5. Applications should be flexible enough to seamlessly integrate to internal and external systems for efficient and effective service delivery (API First).
6. Provide a fully integrated (end-to-end) design encompassing the core applications with integrations to internal and external systems through the Enterprise Integration and API Management Platform.
7. All applications should be designed in a manner that allows real time update of transaction data to data warehouse and analytics clusters.
8. Enforcement of data security protocols in data exchange and processing, with assurance of data integrity at all times.
9. Implement a highly configurable platform agnostic to tax policy & business rule changes, advanced technology capabilities; parameterized functionalities and redesigned business processes to cater for all evolving business needs.

**c. Data migration strategy** - Assess current Taxpayer data sources and propose data conversion and migration strategy with justifications

**d. Solution Design, Development & Implementation & Post Implementation Support**

**e. Review and propose solutions to enhance Tax compliance in the following Industries/Economic Sectors:**

- a) Petroleum industry.
- b) Transport & Motor Industry
- c) Insurance industry.
- d) Professional Services.
- e) Digital Credit.
- f) Telcos
- g) Other sectors approved by KRA during RFP review.

#### **EXPECTED DELIVERABLES**

1. Domestic Tax and interfacing processes catalogue
2. Focus groups and process review sessions

	<ol style="list-style-type: none"> <li>3. Customer Journey Maps</li> <li>4. AS-IS process maps</li> <li>5. Current State Gap Analysis, Process points &amp; Best practice Recommendations document</li> <li>6. Future State (TO-BE) Process Maps and justification reports</li> <li>7. UI/UX Prototypes</li> <li>8. Training and assessment reports</li> <li>9. Functional &amp; Non-Functional Requirements Specification Document (High and Low Level)</li> <li>10. Enterprise &amp; solution architecture design documents</li> <li>11. System integration documents</li> <li>12. Future State Implementation Blueprint (Roadmap); Prioritization Matrix and Change Management Plan (inclusive of required activities; system changes; structural governance changes; staff resources and high level cost estimates) document(s)</li> <li>13. Data migration strategy</li> <li>14. Requirements Traceability reports</li> <li>15. Solution Development, Implementation, Rollout &amp; Support</li> <li>16. Progress presentations to the management</li> <li>17. Project management/assurance services</li> </ol>
	<p><b>ii) MODERNIZATION OF CUSTOMS AND BORDER CONTROL SYSTEMS</b></p> <ol style="list-style-type: none"> <li>a) Review the existing Customs and Border control systems with a view of either upgrading or replacing the existing systems</li> <li>b) Validate the developed requirements for Customs and Border control solutions namely: <ul style="list-style-type: none"> <li>c) Customs Cargo Inspection, classification and valuation AI</li> <li>d) X-ray Cargo Scanners</li> <li>e) Smart Gates and Transit Surveillance Solution</li> </ul> </li> </ol> <p><b><u>HIGH LEVEL REQUIREMENTS</u></b></p> <p>KRA seeks to modernize its current tax system to respond to emerging changes in business and technology needs to adopt modern technologies. The vendor is expected to undertake the defined activities as detailed in the scope of services at a minimum.</p> <p><b><u>SCOPE OF SERVICES</u></b></p> <ol style="list-style-type: none"> <li>a. <b>Assessment &amp; Business Process Reengineering (BPR) for all C&amp;BC and interfacing processes</b> <ol style="list-style-type: none"> <li>i. Review and identify all C&amp;BC and interfacing processes and systems</li> <li>ii. External and Internal Stakeholder engagements for: <ul style="list-style-type: none"> <li>a. Customer Journey Mapping</li> <li>b. Map and document the “AS-IS” processes highlighted in (i) with the various process owners and relevant stakeholders</li> <li>c. Identification of process pain points and opportunities for improvement</li> </ul> </li> </ol> </li> </ol>

d. Undertake/facilitate the relevant training of members of staff on any aspect of the exercise e.g. process analysis methodologies and process documentation tools

iii. Analyze the “AS-IS” processes defined under (ii) on the basis of the Authority’s mandate and strategic context and determine the process and system gaps in terms of suitability, best practice, efficiency and effectiveness, and other relevant factors.

iv. Redesign and establish a portfolio of “TO-BE” processes in consultation with relevant stakeholders, appropriate benchmarking and efficiency considerations.

a. Provide specific justification for the proposed processes

b. Make recommendation on required process governance structure changes and reporting lines in the C&BC process portfolio

c. Assessment of the required skill sets to achieve the project implementation and redesigned processes

b. **Functional and non-functional requirements documentation (“TO-BE”)**

i. Review and refine functional and technical requirements for requisite C&BC systems to align to the Enterprise API platform and micro services approach.

### Customs Management System

Module	High Level Requirements
<b>Manifest Management</b>	The system must support the creation, amendment, and submission of various types of manifests for all transport modes, integrating with partner systems for data exchange. It should facilitate the registration and approval of new manifests, manage vessel details and schedules, handle supplementary manifest requests, and support manifest amendments and consolidation. Additionally, the system should process and reconcile manifests, manage air manifest submissions, incorporate risk assessment and compliance verification, and provide comprehensive reporting and notifications throughout the manifest management process.
<b>Customs Declaration</b>	The system must support the electronic filing and processing of various declarations, including import, export, transit, transshipment, and warehousing regimes. It should allow for simplified declarations for passengers and postal consignments, automatically calculate duties and taxes, and integrate with online payment checkout facilities. The system must manage permits and licenses

		for restricted goods from PGAs, provide real-time verification of declarations from other EAC countries, and allow users to create, edit, and validate declaration details. It should display calculated tax amounts, track declaration progress, perform risk assessments, and manage declaration amendments. Additionally, the system must process payments, track funds transfers, and streamline customs clearance for e-commerce shipments, while providing notifications about declaration status and release processes	
	<b>Facilities Management</b>	The system must support the registration and licensing of various warehouse facilities, including bonded warehouses, EPZ, SEZ, and transit godowns. It should manage inventory within warehouses, including tracking stock movements. The system must automate the capture and approval of cargo transfer requests from ports to Container Freight Stations (CFS) or Inland Container Depots (ICD), provide status tracking and notifications, handle specialized consignments, manage conveyance bookings and cargo exits, and integrate seamlessly with CFS facilities for efficient inventory management and streamlined cargo release and receipt.	
	<b>Inspection and Release</b>	The system must automatically allocate declarations to Verification Officers based on availability, with the ability for Head Verification Officers to re-allocate as needed. It should schedule verifications, notify stakeholders, and provide an interface for officers to capture and submit findings. The system must manage the release of declarations, including partial releases and removals, and address holds/alerts from various sources. It should support escalation and reversion of declarations between units, link declarations to offences, and allow for rework. Additionally, the system must link declaration valuation rulings and generate a dashboard for joint verifications to enhance transparency and oversight.	
	<b>Stock Management</b>	The system must track and account for containers, vehicles, and packages using declarations submitted in manifests, providing real-time stock visibility for efficient inventory control. It should	

		<p>efficiently record the arrival and gate-out of consignments, ensuring visibility of available stocks at all times. The system must manage petroleum inventory, including transactions for entry booking, removal, conversion, outturn vessel management, and other petroleum processes. Additionally, it should handle inventory management for facilities such as bonded warehouses, SEZ, EPZ, transit godowns, tea, and export consolidation facilities, including all related processes.</p>	
	<p><b>Risk, Valuation and Tariff Management</b></p>	<p>The system must manage nomenclature and commodity properties, including creation, editing, searching, filtering, importing, exporting, and managing relationships with version control and mass updates. It should generate detailed reports, handle tariff ruling requests, and facilitate their review and approval. The system must support valuation flagging, integrate with valuation databases, manage valuation workflows, and</p>	
		<p>Utilize historical data for accuracy. It should automate the valuation ruling process, provide visibility into the escalation process, and send notifications. Additionally, the system must employ AI and ML for risk assessment, manage risk profiles and rules, perform risk analysis and scoring, and provide comprehensive reporting and notifications.</p>	
	<p><b>Accounting, debt and Refund Management</b></p>	<p>The system must enable the customs authority to capture, process, and reconcile financial transactions from diverse sources, and facilitate reporting and analysis, including generating financial statements. It should support auditing and compliance, integrate with customs-related modules, and provide a secure taxpayer portal for accessing customs declarations, duty payments, and account information. The system must manage taxpayer ledgers, debt cases, generate enforcement notices, and facilitate payment plans. It should support refund applications, automate assessments, provide real-time tracking and notifications, and integrate with the Central Bank of Kenya for efficient processing. Additionally, it must</p>	

		incorporate data analytics for debt management, offer comprehensive reporting capabilities, and manage refund processes effectively.
	<b>Security Bonds Management</b>	The system must enable principals/agents to apply for various types of security bonds, upload necessary documents, and receive a bond number, while validating the eligibility of principals and guarantors. It should offer electronic issuance, comprehensive tracking, and history of transactions for each bond, including replenishment processes and status flagging. The system must support automatic and manual task allocation, reallocation, and the ability to suspend or reinstate bonds. It should integrate with guarantors for bond application confirmation, feedback, replenishment, retirement, and liquidation, supporting both manual and automated processes. Additionally, the system must seamlessly integrate with other customs management modules, support automated bond discharge, and generate necessary reports and demand notices.
	<b>Passenger Clearance</b>	The system must enable the simplified submission of passenger declarations for accurate tax computation and risk assessment, manage passenger declarations and travel documents, and facilitate inspections through a risk-based selection process. It should securely collect and process Advance Passenger Information (API) from carriers for pre arrival risk assessment and manifest management for both air and sea passengers. Additionally, the system must handle the collection of air passenger service charges and air navigation service charges, integrating workflows and data exchange with the Kenya Civil Aviation Authority (KCAA) for airline information.

	<b>Exemption, Remission and AEO processing</b>	<p>The system must support applications for various duty exemptions, including capturing details and auto-assigning application numbers, and allow Exemption Officers to process applications with options to recommend, review, reject, approve, or rework. It should integrate with the National Treasury and Ministry of Foreign Affairs for third-party applications, provide notifications and tracking for applicants, and facilitate DRS applications. The system must manage legal notices, create and manage quotas, and reconcile duty remission reports. Additionally, it should offer an AEO application portal with functionalities for Application processing, status verification, monitoring, reporting, and data-driven decision-making, integrating with risk engines and offense management systems for comprehensive risk profiling.</p>	
	<b>Enforcement Management</b>	<p>The system must allow enforcement reporting, risk management, landing permit processing, sufferance wharf access, transaction hold control, and integration for enhanced risk assessment.</p>	
	<b>Petroleum Monitoring unit</b>	<p>The system should offer comprehensive management of petroleum receipts, removal requests, and related processes for handling both local and transit consignments. Users can search, capture, approve, and manage Notices of Intention, removal requests, adjustments, transfers of ownership, product conversions, and extensions by entering detailed product information. Additionally, the system supports tracking and reporting functionalities, including calculating gains and losses, generating outturn reports, and managing warehouse parameters. Users can submit, approve, update product quantities, and generate necessary documents such as gate passes and customs declarations, ensuring efficient and compliant operations throughout the product lifecycle.</p>	

	<b>Border Management</b>	<p>The system must capture conveyance details for all vehicles and cargo entering and exiting the border station, and integrate with smart gates using OCR/NPR technology for gate-in and gate-out processes. It should provide a user-friendly interface for customs officers, confirm vehicle exits with OCR/NPR technology, and generate border station reports. The system must handle temporary importation and exportation of motor vehicles, including approvals, rejections, and period extensions, and offer search capabilities for imported and exported vehicles. Additionally, it should process applications to localize temporarily imported vehicles, raise offenses for overstayed vehicles, process road tolls, and manage foreign motor vehicle fees.</p>	
	<b>Reporting and Dashboards</b>	<p>The system must provide real-time and historical data visualization for revenue collection (duties, taxes) and stock levels in facilities, with reports including breakdowns by category and comparative analysis across time periods. It should support time release studies to measure customs clearance efficiency, identify bottlenecks, and compare performance metrics against international standards. The system must offer customizable dashboards for displaying relevant KPIs, allowing users to create custom views, save templates, and drill down for detailed analysis, with data export capabilities in various formats (e.g., CSV, PDF).</p>	
	<b>Integrations</b>	<p>The system should seamlessly connect with various internal and external systems, including:</p> <ul style="list-style-type: none"> <li>• Internal KRA Systems (Kenya Revenue Authority)</li> <li>• Partner Government Agency Systems</li> <li>• Trade/Logistic Partner Systems</li> <li>• Customer (Taxpayer) Systems</li> <li>• Partner Customs Authority Systems</li> <li>• Additional integrations as needed</li> </ul>	
	<b>Security Requirements</b>	<p>The system must have robust security measures, including industry standard encryption, multi-factor authentication, access controls, and comprehensive audit trails compliant with security standards</p>	

		(ISO, KRA). Data integrity should be ensured through checksums, digital signatures or block chain, and continuous monitoring should detect threats. User
		Training, secure coding practices, and a vendor commitment to security throughout development are also required.
<b>Technical Requirements</b>		<p>The system must feature a modular microservices architecture to isolate and manage distinct customs functionalities, ensuring seamless integration and independent updates. It should incorporate AI and ML models for data analysis, outcome prediction, and decision automation. An API-First design should facilitate integration with external systems and support diverse declaration clients. The user interfaces should be intuitive and responsive, focusing on user experience.</p> <p>The system should ensure high availability and robust disaster recovery, utilize advanced algorithms for risk management, and feature AI-driven virtual assistants for real-time support. It should be mobile-ready, connect to a Data Lake/Warehouse for advanced analytics, and support cloud deployment with compatibility across various cloud service providers.</p> <p>The new platform must adhere to both regional customs regulations EACMA and the WCO's standards (WCO DM 4.0) to foster streamlined and secure cross-border trade</p>
<b>Other Features</b>		This system should have a user management system with functionalities for access control. Additionally, it includes modules for managing quotas, tracking and handling offences, and streamlining licensing and registration processes.
<b>Digital Shipment and Image Analysis using Artificial Intelligence (AI) and Machine Learning (ML)</b>		
	Feature	High level requirement

<b>1. System Features</b>	<p>Develop a structured demonstration for a custom and Border Control AI solution: Ingestion, display, and analysis of scanned documents, scanner images and other visual inputs within a dedicated transformation pipeline. Data types may include but are not limited to structured, unstructured text and image data, scanner images, photographs, geographical inputs, and human handwriting. Vendors should be scored on the quantity, robustness, and accuracy matrix of the algorithms.</p>	
<b>2. Features Extraction, Object Identification and Classification</b>	<p>The system should be able to automatically pre-process the image, conduct feature engineering based on texture, shapes, orientation, patterns, pixels of the image, compare these with the known pretrained textures, shapes, patterns, pixels of historical images evaluate and predict outcomes. The system has descriptive abilities to detect objects in the image and provide accurate classification.</p>	
<b>3. Automatic Image Comparison</b>	<p>The system should have deep learning comparative capabilities to identify similarities or differences in scanner images based on density, shapes and patterns. Evaluate outcomes and detect inconsistencies based on classification.</p>	
<b>4. Integration with Risk Analysis Engines</b>	<p>The AI should have capabilities to obtain real time transaction level risk ranking which should be integrated with the AI Image analysis solution to predict outcomes and detect risky transactions.</p>	
<b>5. Human Interactive Interface</b>	<p>The system should provide support to the secondary analyst by availing a dynamic chatbot that evaluates predefined and random information from risk analysis and image analysis and provide text feedback. The system should also provide a summary of risk indicators identified in relation to every transaction.</p>	
<b>6. Alerts Management</b>	<p>The system should have capability for alerts management including detection, alerts generation, communication &amp; feedback for both AIgenerated and human-generated alerts.</p>	
<b>7. Knowledge Based Training Platform</b>	<p>The system should accumulate data, annotate, augment, enable algorithms development, AI model training, testing, validation and deployment to accommodate user changes based on trends and risk patterns.</p>	

### a) Cargo Scanners at the border stations

Feature	Description
<b>1. Supply, installation and commissioning of 21 scanners in the identified critical ports of entry.</b>	The type of scanners should include: <ul style="list-style-type: none"> <li>• Drive-through scanner</li> <li>• Railway scanner</li> <li>• Mobile scanner</li> <li>• Bus scanner</li> <li>• Car scanner</li> <li>• Palletized scanner</li> <li>• Baggage scanner</li> </ul>
<b>2. Integrations</b>	Integrate of the 2 command centers and the 21 supplied scanners into the iScan system to enhance overall operational efficiency and coordination.
<b>3. Back up</b>	Supply and installation of a primary and back-up command centers for centralized monitoring of baggage and palletized scanners
<b>4. Training</b>	Training and certification of scanner operators and image analysts
<b>5. Post Implementation Support</b>	Maintenance, repairs and support for the scanners to ensure their optimal performance and longevity.

### b) Smart Gates and Transit Surveillance Solution

Feature	Description
<b>1. Surveillance Cameras:</b>	Surveillance system to gather essential data on transit traffic and employ advanced monitoring and analytics.
<b>2. Smart Gates at Border points and Customs areas</b>	Implement Smart Gates to enhance security, efficiency and overall management at border points and customs areas by utilizing automated identity verification, streamlining processing, integrating with databases to prevent unauthorized entries, collecting and analyzing data and seamlessly working with other surveillance and tracking systems.
<b>3. Centralized Monitoring Center</b>	Capability to have a Centralized Monitoring Center designed to oversee and manage various systems and operations from a single central location.
<b>4. Data Storage</b>	The proposed Transit Goods Surveillance System should utilize scalable and secure storage solutions for images and videos, ensuring easy retrieval and analysis of stored data for investigative purposes.

	<b>5. Integrations</b>	The solution should seamlessly integrate with the existing Customs System, Electronic Cargo Tracking System and smart gates to further enhance the management and security of transit traffic.
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## **EXPECTED DELIVERABLES**

1. C&BC and interfacing processes catalogue
2. Focus groups and process review sessions
3. Customer Journey Maps
4. AS-IS process maps
5. Current State Gap Analysis, Process points & Best practice Recommendations document
6. Future State (TO-BE) Process Maps and justification reports
7. UI/UX Prototypes
8. Training and assessment reports
9. Functional & Non-Functional Requirements Specification Document (High and Low Level)
10. Enterprise & solution architecture design documents
11. System integration documents
12. Future State Implementation Blueprint (Roadmap); Prioritization Matrix and Change Management Plan (inclusive of required activities; system changes; structural governance changes; staff resources and high level cost estimates) document(s)
13. Data migration strategy
14. Requirements Traceability reports
15. Solution Development, Implementation, Rollout & Support
16. Progress presentations to the management
17. Project management/assurance services

## **iii) DATA ANALYTICS CENTRE OF EXCELLENCE**

- a) Review the existing Data analytics systems
- b) Redesign the existing data warehouse and establishment of data lakes sizing necessary hardware to expand the storage and compute capabilities in line Authority to facilitate Large Data ingestion storage, and processing and optimization
- c) Recommend appropriate technology for data analytics/data science tools at sustainable recurrent costs
- d) Design, setup and operation of a data analytics Centre of excellence
- e) Develop functional and technical requirements to facilitate the modernization
- f) Develop requirements for an automated Revenue Assurance solution to be used in detection and prevention of tax leakages.

## **SCOPE OF WORK**

The Kenya Revenue Authority (KRA) has a mandate to increase tax collection and reduce fraud and revenue leakage across Kenya. To achieve these objectives, KRA is investigating potential digital solutions focused on Data and Artificial Intelligence. As part of this initiative,

KRA has started the process of creating a Center of Excellence (CoE) for Data Analytics. The CoE will form the foundation for enabling this mandate with the goal of building a team of world-class data scientists. A suitable facility should be identified which would house and provide the relevant resources required for the extensive training and rollout of the planned initiatives. This will position KRA as a leader in Data Analytics among Revenue Authorities around the world and increase revenue collection from the following key areas:

- Domestic Taxes, Customs, and Excise revenue enhancement
- Identification of anomalous behaviour of taxpayers to ensure compliance and appropriate revenue collection
- Enabling KRA to drive more revenue-accretive projects on their own, reducing dependency on third-party vendors
- Improved customer experience and their ability to comply

## **BUSINESS OBJECTIVES**

The CoE will enhance revenue collection and provide numerous benefits to KRA, including:

- Advanced analytics capabilities to detect and prevent fraud and revenue leakage.
- Improved data-driven decision-making processes.
- Enhanced compliance monitoring and enforcement.
- Strengthened capacity to undertake complex analytical projects independently.

Additionally, the CoE will be utilized within the whole-of-government approach and East Africa at large. By leveraging data through customs Single Customs Territory (SCT), KRA aims to enhance regional cooperation and data sharing. The CoE will be positioned as a semi-autonomous agency to attract and retain top talent, thereby achieving the above mandate effectively.

## **HIGH LEVEL REQUIREMENTS**

Revenue Collection	<p>a) Pattern and Trend Analysis:</p> <ul style="list-style-type: none"> <li>• Customer Data Analysis: By analyzing customer data, KRA can identify patterns and trends in payment behavior. This includes examining historical payment data to predict future compliance and potential delinquency.</li> <li>• Transaction Analysis: Analyzing transaction data from various sources (e.g., banks, businesses) can help identify anomalies and irregularities that may indicate underreporting or tax evasion.</li> </ul> <p>b) Predictive Modelling:</p> <ul style="list-style-type: none"> <li>• Revenue Forecasting: Predictive models can be developed to forecast revenue based on historical data and current economic indicators. This helps in setting realistic revenue targets and planning.</li> </ul>
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		<ul style="list-style-type: none"> <li>• Fraud Detection: Machine learning algorithms can identify patterns associated with fraudulent activities, such as sudden changes in income reporting or discrepancies between declared and observed business activities.</li> </ul> <p>c) Optimization of Customs and Excise Processes:</p> <ul style="list-style-type: none"> <li>• Real-Time Reporting and Benchmarking: Utilizing real-time data analytics to benchmark customs and excise processes can help identify inefficiencies and areas for improvement. This can lead to faster processing times and reduced bottlenecks.</li> <li>• Risk-Based Screening: Implementing risk assessment models to screen shipments and transactions can prioritize inspections and audits, focusing resources on high-risk areas while allowing low-risk activities to proceed smoothly.</li> </ul>	
	Enhanced Compliance Monitoring	<p>a) Integration of Third-Party Data:</p> <ul style="list-style-type: none"> <li>• Cross-Referencing Data: By integrating data from various sources such as financial institutions, customs, and other government agencies, KRA can cross-reference information to identify discrepancies and potential non-compliance.</li> <li>• Third-Party Reporting: Utilizing third-party reporting to verify taxpayer declarations can enhance the accuracy and reliability of reported information. For example, data from banks, employers, and suppliers can be used to validate income and expense declarations.</li> </ul> <p>b) Risk Assessment and Profiling:</p> <ul style="list-style-type: none"> <li>• Risk-Based Audits: Developing risk profiles for different taxpayer segments allows KRA to conduct targeted audits. High-risk taxpayers can be subjected to more frequent and thorough audits, while low-risk taxpayers can benefit from streamlined processes.</li> <li>• Behavioral Analysis: Analyzing taxpayer behavior over time can identify patterns indicative of non-compliance, enabling proactive intervention. For instance, sudden changes in income reporting or unusual transaction patterns can trigger alerts for further investigation.</li> </ul> <p>c) Advanced Analytical Techniques:</p> <ul style="list-style-type: none"> <li>• Big Data Analytics: Leveraging big data analytics to process and analyze large volumes of data from diverse sources can uncover hidden patterns and correlations that traditional methods might miss.</li> <li>• Machine Learning and AI: Employing machine</li> </ul>	

		<p>learning and AI techniques to develop predictive models and algorithms can enhance KRA's ability to detect and prevent fraud, optimize processes, and improve decision-making.</p>
	Customer Experience	<p>a) Customer Feedback and Sentiment Analysis:</p> <ul style="list-style-type: none"> <li>• Understanding Needs and Preferences: By analyzing customer feedback and sentiment data from surveys, social media, and support interactions, KRA can gain insights into taxpayer needs and preferences. This information can guide the design of more user-friendly tax services.</li> <li>• Improving Communication: Sentiment analysis can identify common pain points and issues faced by taxpayers, enabling KRA to address them proactively through better communication and support.</li> </ul> <p>b) AI-Powered Support:</p> <ul style="list-style-type: none"> <li>• Chatbots and Virtual Assistants: Deploying AI-powered chatbots and virtual assistants can provide personalized support to taxpayers. These tools can handle common queries, guide users through the tax filing process, and provide information on tax obligations.</li> <li>• 24/7 Availability: AI-powered support systems can operate around the clock, offering taxpayers assistance at any time, improving their experience and compliance rates.</li> </ul> <p>c) Declaration Process Tools:</p> <p>Automated Assistance: Developing tools that assist taxpayers in accurately declaring their incomes and deductions can reduce errors and increase compliance. These tools can use historical data and predictive models to suggest potential deductions and flag inconsistencies.</p> <p>Simplified Processes: Streamlining and simplifying the declaration process through intuitive online platforms and mobile applications can make it easier for taxpayers to comply with their obligations, thus enhancing overall compliance.</p>
<p><b>iv) CRYPTOCURRENCY ANALYSIS TOOL</b></p> <p><b>I. OVERVIEW</b></p> <p>According to global block chain analytics, Kenya is ranked as the second thriving</p>		
<p>Cryptocurrency market in Africa. It is estimated that between 2021 and 2022 Kenya's cryptocurrency market transacted approximately KSh 2.4 trillion representing 20% of Kenya's GDP. With this potential, it has become increasingly important for the KRA to develop a system to track</p>		

and collect taxes on cryptocurrency transactions. Though the sector remains unregulated by reporting authorities i.e. CBK and CMA, the earnings from the sector are legally taxable as per section 3 of the Income Tax Act. The lack of a robust system to collect taxes on cryptocurrency transactions has resulted in a significant loss of revenue for the government. Furthermore, the anonymity of cryptocurrency transactions has made it challenging for the KRA to identify and track taxpayers who engage in cryptocurrency transactions.

This document outlines the requirements for a system that will facilitate the collection of taxes on cryptocurrency transactions. The system should be able to track and record cryptocurrency transactions, calculate taxes owed, and provide a seamless payment process for taxpayers. The system should also be able to integrate with existing KRA systems and provide real-time reporting and analytics. The goal is to have a robust and efficient system that will enable the KRA to collect taxes on cryptocurrency transactions effectively and efficiently.

## **SCOPE**

- a) Develop set of specifications for a solution that will monitor cryptocurrency transactions and identify earnings derived from cryptocurrency trading in Kenya.
- b) Develop a set of specifications for a block chain analysis tool to facilitate taxing the earnings from cryptocurrency
- c) Design, develop, implement and support crypto analysis tool.

## **II. HIGH-LEVEL REQUIREMENTS**

### **Cryptocurrency transaction tracking and reporting**

- a) The system shall integrate with cryptocurrency exchanges and marketplaces to track and record cryptocurrency transactions.
- b) The system shall capture transaction details, including transaction date, time, type, and value.
- c) The system shall provide real-time reporting and analytics on cryptocurrency transactions.

### **Tax calculation and assessment**

- a) The system shall calculate taxes owed based on cryptocurrency transactions.
- b) The system shall assess taxes owed based on Kenya's tax laws and regulations.
- c) The system shall generate tax statements and notices to taxpayers.

### **Payment processing and settlement**

- b) The system shall provide a seamless payment process for taxpayers to pay taxes owed.
- c) The system shall integrate with payment gateways and banks to facilitate payment processing.
- d) The system shall settle payments and update taxpayer accounts in real-time.

<p><b>Compliance and auditing</b></p> <ul style="list-style-type: none"> <li>a) The system shall provide compliance checks to ensure taxpayers are meeting their tax obligations.</li> <li>b) The system shall generate audit trails and logs to track system activities.</li> <li>c) The system shall provide reporting and analytics to support auditing and compliance activities.</li> </ul>	<p><b>NON-FUNCTIONAL REQUIREMENTS</b></p>
<p><b>1. Integration and APIs</b></p> <ul style="list-style-type: none"> <li>a) The system shall provide APIs for integration with other systems, including cryptocurrency exchanges, payment gateways, and KRA systems.</li> <li>b) The system shall use standard APIs and protocols, such as RESTful APIs and JSON data formats.</li> <li>c) The system shall provide clear and comprehensive API documentation, including code samples and developer guides.</li> </ul>	<p><b>2. Performance and Scalability</b></p> <ul style="list-style-type: none"> <li>a) The system shall respond to user requests within an average of less 2 seconds.</li> <li>b) The system shall be able to handle a minimum of 10,000 concurrent users and 1,000 transactions per second.</li> <li>c) The system shall have a minimum uptime of 99.99%, with scheduled maintenance windows notified in advance.</li> <li>d) The system shall be designed to scale horizontally, adding more nodes as needed to handle increased traffic.</li> </ul>
<p><b>3. Security and Authentication</b></p> <ul style="list-style-type: none"> <li>a) The system shall encrypt all data transmitted between the user's browser and the server and stored in the database.</li> <li>b) The system shall require users to provide multiple forms of verification to access the system, such as username/password, biometric authentication, and one-time passwords.</li> <li>c) The system shall restrict access to authorized personnel based on their role, with levels of access defined by the KRA.</li> <li>d) The system shall provide secure APIs for integration with other systems, using standard security protocols such as HTTPS and OAuth.</li> <li>e) The system shall undergo regular security audits to identify and address potential vulnerabilities.</li> </ul>	<p><b>4. User-Friendly Interface</b></p> <ul style="list-style-type: none"> <li>a) The system shall provide an intuitive and user-friendly interface for taxpayers and KRA staff, with clear and concise instructions and guidance.</li> <li>b) The system shall provide online help and support resources, including user guides, FAQs, and support tickets</li> </ul>
	<p><b>5. Data Management and Analytics</b></p>

	<ul style="list-style-type: none"> <li>a) The system shall store all data in a secure and scalable database, with regular backups and data redundancy to ensure business continuity.</li> <li>b) The system shall process and analyze large volumes of data from various sources, including cryptocurrency transactions, taxpayer information, and payment records.</li> <li>c) The system shall use distributed processing and parallel computing techniques to ensure fast and efficient data processing.</li> <li>d) The system shall support real-time data processing and analytics, with the ability to process and analyze data in near real-time.</li> <li>e) The system shall provide advanced data analytics capabilities, including data visualization, reporting, and machine learning algorithms.</li> <li>f) The system shall provide real-time reporting and dashboards, with the ability to generate ad-hoc reports and custom dashboards.</li> </ul>	
	<p><b>v) MODERNIZATION OF ERP SOLUTION</b></p> <ul style="list-style-type: none"> <li>a) Review existing SAP ERP and identify gaps</li> <li>b) Undertake discovery journey</li> <li>c) Propose alternative improvements with sustainable recurrent costs</li> <li>d) Prepare functional and technical requirements</li> <li>e) Undertake Business Process Re-engineering</li> <li>f) Prepare ERP Upgrade/re-implementation requirements</li> </ul> <p><b>OVERVIEW</b></p> <p>KRA is committed on improving its operations to ensure efficiency and effectiveness in its service delivery. To achieve this goal, the KRA has developed a technology strategy that focuses on modernizing its operations with the best technology available. This strategy is designed to leverage technology to improve the efficiency, effectiveness, and transparency of the KRA's operations, thereby enhancing its ability to achieve its mandate and provide world-class services to taxpayers.</p> <p>Enterprise Resource Planning (ERP) system that has been a key pillar of this technology strategy. The ERP system currently in use was rolled out on April 28<sup>th</sup>, 2017, and has since undergone several significant upgrades and improvements. Over the past 7 years, the ERP system has provided reliable service to the KRA, supporting its operations and enabling it to achieve its goals. Despite its success, the current ERP has implemented only four (4) main modules serving the Corporate Support Services Department namely Human Capital Management, Finance and Controlling, Materials Management and Supplier Relationship Management and Plant Maintenance.</p> <p>The Authority recognizes the need to continue exploring new and innovative solutions to support its corporate operations, particularly in areas not currently addressed by the existing ERP system.</p> <p>This document outlines the high-level functional requirements for the ERP system, necessary to support the KRA's business processes and</p>	

	<p>operations.</p> <p><b>HIGH-LEVEL REQUIREMENTS</b></p> <p><b>FUNCTIONAL REQUIREMENTS</b></p> <p><b>1. Human Capital Management</b></p> <table border="1" data-bbox="460 359 1453 1965"> <tr> <td data-bbox="460 359 659 1965">High-level requirements</td><td data-bbox="659 359 1453 1965"> <p>The System shall support the following functionalities within human capital management</p> <ul style="list-style-type: none"> <li>a) Core Human Resource <ul style="list-style-type: none"> <li>• Organization Management (OM)</li> <li>• Policies for Contracts and Outsourcing</li> <li>• Employee Master Data</li> <li>• Organization Policies &amp; Procedures</li> <li>• General HR &amp; Administration Processes</li> </ul> </li> <li>b) Payroll <ul style="list-style-type: none"> <li>• Payroll Management</li> <li>• Personal Taxation</li> <li>• Deductions</li> <li>• Pay slip Run</li> <li>• Provident Fund (PF) &amp; Terminal Benefit Management</li> <li>• Investment of Gratuity Management</li> <li>• Pension Management</li> </ul> </li> <li>c) Staffing <ul style="list-style-type: none"> <li>• Manpower Planning</li> <li>• Succession Management</li> <li>• Recruitment</li> <li>• Selection</li> <li>• Hiring</li> <li>• Transfers &amp; Promotions</li> <li>• Deputation/Job rotation</li> <li>• Employee Status Change</li> </ul> </li> <li>d) Human Capital and Workforce Management <ul style="list-style-type: none"> <li>• Time and leave Management</li> </ul> </li> <li>e) Compensation &amp; Benefits Administration <ul style="list-style-type: none"> <li>• Compensation Management</li> <li>• Benefits Management</li> <li>• Welfare Management</li> <li>• Retirement Management</li> </ul> </li> <li>f) Employee Relations <ul style="list-style-type: none"> <li>• Employee Relations Management</li> <li>• Discipline and Grievance Management</li> </ul> </li> <li>g) Employee Self Service <ul style="list-style-type: none"> <li>• Benefits</li> <li>• Compensation Management</li> <li>• Absence and leave Management</li> <li>• Training administration</li> <li>• Performance Management</li> </ul> </li> <li>h) HR Dashboard <ul style="list-style-type: none"> <li><input type="checkbox"/> HR Analytic Dashboard</li> </ul> </li> </ul> </td></tr> </table> <p><b>2. Financial Management</b></p>	High-level requirements	<p>The System shall support the following functionalities within human capital management</p> <ul style="list-style-type: none"> <li>a) Core Human Resource <ul style="list-style-type: none"> <li>• Organization Management (OM)</li> <li>• Policies for Contracts and Outsourcing</li> <li>• Employee Master Data</li> <li>• Organization Policies &amp; Procedures</li> <li>• General HR &amp; Administration Processes</li> </ul> </li> <li>b) Payroll <ul style="list-style-type: none"> <li>• Payroll Management</li> <li>• Personal Taxation</li> <li>• Deductions</li> <li>• Pay slip Run</li> <li>• Provident Fund (PF) &amp; Terminal Benefit Management</li> <li>• Investment of Gratuity Management</li> <li>• Pension Management</li> </ul> </li> <li>c) Staffing <ul style="list-style-type: none"> <li>• Manpower Planning</li> <li>• Succession Management</li> <li>• Recruitment</li> <li>• Selection</li> <li>• Hiring</li> <li>• Transfers &amp; Promotions</li> <li>• Deputation/Job rotation</li> <li>• Employee Status Change</li> </ul> </li> <li>d) Human Capital and Workforce Management <ul style="list-style-type: none"> <li>• Time and leave Management</li> </ul> </li> <li>e) Compensation &amp; Benefits Administration <ul style="list-style-type: none"> <li>• Compensation Management</li> <li>• Benefits Management</li> <li>• Welfare Management</li> <li>• Retirement Management</li> </ul> </li> <li>f) Employee Relations <ul style="list-style-type: none"> <li>• Employee Relations Management</li> <li>• Discipline and Grievance Management</li> </ul> </li> <li>g) Employee Self Service <ul style="list-style-type: none"> <li>• Benefits</li> <li>• Compensation Management</li> <li>• Absence and leave Management</li> <li>• Training administration</li> <li>• Performance Management</li> </ul> </li> <li>h) HR Dashboard <ul style="list-style-type: none"> <li><input type="checkbox"/> HR Analytic Dashboard</li> </ul> </li> </ul>
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	High-level requirements	<p>The System shall support the following functionalities within financial management</p> <ul style="list-style-type: none"> <li>a) General Ledger <ul style="list-style-type: none"> <li>• Manage Ledger Relationships</li> <li>• Manage Calendar</li> <li>• Manage Chart of accounts</li> <li>• Manage GL Account enquiry</li> <li>• Manage GL Transaction Posting</li> <li>• Manage Inter-office transactions</li> <li>• Manage accounting year-end closing</li> <li>• Manage consolidation</li> <li>• Manage year-end reporting</li> </ul> </li> <li>b) Accounts Receivable <ul style="list-style-type: none"> <li>• Manage Receivable processing</li> <li>• Manage incoming payments</li> <li>• Manage dishonored cheque processing</li> <li>• Manage vendor master data</li> <li>• Manage payable processing</li> <li>• Manage document posting</li> <li>• Manage Vendor account enquire</li> <li>• Manage accounts payable reporting</li> </ul> </li> <li>c) Cash Management/Treasury <ul style="list-style-type: none"> <li>• General function (Monitor payment flows and monitor liquidity)</li> <li>• Manage cash book</li> <li>• Manage inter-unit accounting</li> <li>• Manage banking and bank reconciliation</li> <li>• Cash forecasting and cash Management</li> <li>• Manage cash flow forecast and information systems</li> <li>• Manage Loans/ rants and deposit Management</li> <li>• Manage inter-unit transfer details</li> <li>• Manage cash Management Treasury reporting</li> </ul> </li> </ul>	
	High-level requirements	<ul style="list-style-type: none"> <li>d) Budgeting /Analysis <ul style="list-style-type: none"> <li>• Manage budget planning and preparation</li> <li>• Manage revenue/operating expenditure budget</li> <li>• Manage Capital expenditure budget</li> <li>• Manage budget control</li> <li>• Manage budgeting reporting <ul style="list-style-type: none"> <li>• Manage enter rise planning</li> </ul> </li> </ul> </li> <li>e) Costing and Financial Control <ul style="list-style-type: none"> <li>• Manage Cost Allocation: General function</li> <li>• Manage costing allocations</li> <li>• Manage costing Analysis</li> <li>• Manage activity-based costing</li> <li>• Manage costing enquiry/reporting</li> <li>• Manage profitability Analysis — General functions</li> <li>• Manage profitability Analysis — planning</li> <li>• Manage profitability Analysis —enquiry</li> </ul> </li> </ul>	

		<p>reporting</p> <p>f) Fixed Asset Accounting</p> <ul style="list-style-type: none"> <li>• Manage Fixed assets master data maintenance</li> <li>• Manage fixed assets register</li> <li>• Manage assignments</li> <li>• Manage addition of fixed assets</li> <li>• Manage transfer/splitting of fixed assets</li> <li>• Manage fixed assets disposal/retirement</li> <li>• Manage depreciation of fixed assets</li> <li>• Manage insurance of fixed assets</li> <li>• Manage revaluation of fixed assets</li> <li>• Manage physical inventory of fixed assets</li> <li>• Manage integration with relevant modules</li> <li>• Manage fixed asset reporting and enquire</li> </ul> <p>g) Financial Reporting Requirements</p> <ul style="list-style-type: none"> <li>• Reporting Requirements for estimates of financial resources</li> <li>• Reporting Requirements for annual financial statements</li> <li>• Reporting Requirements for revenue Monitoring</li> <li>• Reporting requirements applicable to all processes of the module</li> </ul> <p>h) Analytic Dashboards</p>
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<b>3. Procurement and material management</b>	
High-level requirements	<p>The System shall support the following functionalities within procurement and material management</p> <ul style="list-style-type: none"> <li>• Procurement Planning</li> <li>• Manage Annual Procurement Planning</li> <li>• Integrate Procurement Planning with Budget Process</li> <li>• Procurement</li> <li>• Manage Purchase Requisition</li> <li>• Manage sourcing / Tendering Process: Direct Request for Quotations (RFQ)/Request for Proposal (RFP) /Tenders</li> <li>• Purchase/Service Order Management</li> <li>• Manage Contracts (Monitoring and Evaluation</li> <li>• Supplier Management (Supplier Master)</li> <li>• Inventory Management</li> <li>• Material Records Management (Material Master)</li> <li>• Manage Inventory</li> <li>• Manage Material Requirements Planning</li> <li>• Manage Goods Receipt including inspection and acceptance</li> </ul>

		<ul style="list-style-type: none"> <li>• Manage Goods Issue</li> <li>• Manage Inter-Store Transfer</li> <li>• Manage Store Returns</li> <li>• Manage Stock Take and Reporting (Physical Inventory Verification)</li> <li>• Manage Material Disposal</li> <li>• Analytic Dashboards</li> </ul>	
<b>4. Plant maintenance/Asset management</b>			
High-level requirements		<p>The System shall support the following functionalities within plant maintenance management</p> <p>a) Enterprise Asset Management</p> <ul style="list-style-type: none"> <li>• Create and classify enterprise assets</li> <li>• Manage enterprise asset register</li> <li>• Track enterprise assets (from fixed assets to movable assets, line assets (equipment, accessories), etc.), including location, status, ownership/assignee and maintenance responsibility, insurance, transfers and deactivation</li> <li>• Certification of physical Inventory for locations</li> <li>• Manage asset conditions (condition analysis, root cause analysis of failures, probability of failure, criticality of the failure, etc.)</li> <li>• Track asset insurance values (replacement values)</li> <li>• Manage spares for each asset and assessment of spares Requirement</li> <li>• Identify assets that have been missed and not updated by the physical inventory process missing, lost, stolen, destroyed, etc.)</li> <li>• Manage and track leased assets</li> <li>• Generate management reports detailing cost of new assets acquired to replace an asset lost, missing, stolen, or destroyed; and insurance reporting for risk Management</li> </ul>	
<b>5. Supply chain management</b>			
High-level requirements		<p>The System shall support the following functionalities within supply chain management</p> <p>a) Invoice Management</p> <ul style="list-style-type: none"> <li>• Allow creation of an Invoice</li> <li>• Invoice created must be verifiable and approved.</li> <li>• There should be a facility that will reconcile invoices with their related PO, Contract or receipts.</li> </ul>	

		<ul style="list-style-type: none"> <li>• The system should allow for a payment request to be made to the ERP</li> </ul> <p>b) Spend Analysis</p> <ul style="list-style-type: none"> <li>• A display of how the spend in KRA will be distributed among different factors and trends for a period of 8 quarters.</li> <li>• The system should Highlight important spend categories having the highest number of suppliers or having unique source supplier.</li> <li>• Suppliers with compliance issues should be easily identified.</li> <li>• The system should provide opportunities to consolidate low spend suppliers</li> <li>• The system should highlight saving opportunities where the organization is purchasing the same parts from different suppliers, from the same supplier at different prices or different company site purchased at different prices.</li> <li>• Provides a general overview of the company's current spend with diverse suppliers.</li> </ul> <p>c) Contract Management</p> <ul style="list-style-type: none"> <li>• There should be a facility that will enable contract drafting</li> <li>• System should have a facility that will allow for storing of contracts of different versions.</li> <li>• The system should be able to track contract change</li> <li>• Monitor compliance of contracts</li> <li>• In cases of contract renewal there should be able to track</li> </ul> <p>d) Inventory Management (Operational Management)</p> <ul style="list-style-type: none"> <li>• The application should provide a simple and integrated solution for organizations to track internal stock items.</li> <li>• Enhanced demand tracking and analytics</li> <li>• Automated replenishment processes based on re-order points</li> <li>• Inventory Reservations the ability of the system to perform inventory reservation.</li> <li>• Inventory Collaboration: SAP offers an add-on called Inventory Collaboration. This solution enables real-time inventory visibility between suppliers and buyers, fostering more efficient collaboration in the supply chain</li> </ul> <p>e) Payments</p> <ul style="list-style-type: none"> <li>• Tracking payments with the invoices</li> <li>• Users should be able to see the status of a</li> </ul>
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		payment at any Phase of the process.
<b>6. Workforce and talent management</b>		
High-level requirements	<p>The System shall support the following functionalities within Workforce and talent management</p> <p>a) Talent Management</p> <ul style="list-style-type: none"> <li>• Capture Talent Plan that will ensure talent strategies align with the needs of the business. Leadership teams will have access to them.</li> <li>• Recruit candidates and automate recruitment process to allow for tracking of applications.</li> <li>• Performance Management - Manage employee performance. Help employees manage their goals. Use guided action planning for continuous performance management.</li> <li>• Rewards and Sanctions: - Plan and design compensation models. Reward and recognize strong performers.</li> <li>• Training of Employees: - Develop and retain employees. Provide modern and engaging learner experiences.</li> </ul> <p>b) Recruitment</p> <ul style="list-style-type: none"> <li>• Perform requisition creation and approval</li> <li>• Job posting and sourcing</li> <li>• Candidate application.</li> <li>• Candidate selection management Offer management – For those successful candidates offer letters should be generated and emailed.</li> </ul> <p>c) Succession Planning</p> <ul style="list-style-type: none"> <li>• Place the right people in the right roles with employee development planning and succession planning tools.</li> <li>• Foster a career path by helping employees expand their skills and advance their careers with ongoing employee development and leadership development.</li> <li>• Optimize succession planning by leveraging other talent management processes. Describe how this is done.</li> </ul> <p>d) Learning Management</p> <ul style="list-style-type: none"> <li>• Create customized training programs based on roles and responsibilities</li> <li>• create training plans that can be followed</li> </ul>	

		<ul style="list-style-type: none"> <li>• capture results and keep performance of trainings attended</li> <li>• capture trainee evaluations after training is complete</li> </ul> <p>e) Compensation and Benefits</p> <ul style="list-style-type: none"> <li>• Categorize performance of staff</li> <li>• Establish linkage to Payroll Management and can requests for compensation or benefit be sent to the payroll</li> <li>• Track compensation trends provided so that users have insights</li> </ul> <p>f) Analytics and Reporting</p> <ul style="list-style-type: none"> <li>• Staff Listing</li> <li>• Transfer reports</li> <li>• Promotion Reports</li> <li>• Performance Reports</li> <li>• Staff turnover report</li> <li>• Employee Engagement report</li> </ul>
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<b>7. Travel and expense management</b>	
High-level requirements	<p>The System shall support the following functionalities within travel and expense management</p> <p>a) Travel Booking</p> <ul style="list-style-type: none"> <li>• The system shall allow employees to book travel arrangements, including flights, hotels, and rental cars, directly within the platform.</li> <li>• The system shall provide a user-friendly interface for employees to search and book travel arrangements.</li> </ul> <p>b) Expense Reporting</p> <ul style="list-style-type: none"> <li>• The system shall enable employees to easily submit and track expense reports, including receipts and invoices.</li> <li>• The system shall provide a standardized template for expense reports and automatically calculate totals and taxes.</li> </ul> <p>c) Invoice Management</p> <ul style="list-style-type: none"> <li>• The system shall automate the processing and payment of invoices, including electronic invoicing and payment.</li> <li>• The system shall provide a secure and tamper-proof invoice processing and payment system.</li> </ul> <p>d) Compliance</p> <ul style="list-style-type: none"> <li>• The system shall ensure compliance with organizational policies and regulatory requirements, including travel and expense policies.</li> <li>• The system shall provide alerts and</li> </ul>

		<p>notifications for noncompliance and enable managers to approve or reject expense reports.</p> <p>e) Analytics</p> <ul style="list-style-type: none"> <li>• The system shall provide insights and analytics on travel and expense trends, including spend analysis and benchmarking.</li> <li>• The system shall enable managers to track and analyze travel and expense data to identify areas for cost savings.</li> </ul>	
		<p>f) Mobile App</p> <ul style="list-style-type: none"> <li>• The system shall offer a mobile app for employees to submit expenses and book travel on-the-go.</li> <li>• The system shall provide a user-friendly and intuitive mobile app experience.</li> </ul> <p>g) Integration</p> <ul style="list-style-type: none"> <li>• The system shall integrate with KRA systems and other third-party systems.</li> <li>• The system shall provide a standardized API for integration</li> </ul>	

#### **vi) PROVISION OF END USER PRODUCTIVITY TOOLS AND EQUIPMENT**

- a) Review the existing end user productivity and collaboration tools and identify gaps
- b) Develop functional and technical requirements to facilitate the modernization to achieve paperless business operations and seamless staff mobility support

### **End User, Productivity and Collaboration Tools**

#### **High Level Requirements**

#### **SCOPE OF SERVICES**

- a. **Review the existing end user, productivity and collaboration tools and identify gaps**
  - i. Review all end user, end-to-end technology project delivery pipeline, collaboration, testing, development, deployment and audit processes.
  - ii. Review existing productivity and collaboration tools
  - iii. Identify gaps between processes in (i) and existing tools in (ii).
- b. Review and refine functional and non-functional requirements for productivity and collaboration tools

Tool Category	High-Level Requirements
<b>End User Tools</b>	The end user IT equipment are the tools that each employee of KRA would use to deliver the

	<p>IT related tasks in the Authority. These are;</p> <ul style="list-style-type: none"> <li>• PCs that are the preferred assets where staff work in shifts.</li> <li>• Laptops for use in office and off site</li> <li>• Printers for use in offices to produce the outputs in B/w or colour.</li> </ul> <p>The assets procured should be new and NOT Grey market products and with full warranty from the Manufacturer.</p> <ol style="list-style-type: none"> <li>1. <u>PCs</u> <ul style="list-style-type: none"> <li>• Should be internationally recognized brand with at least three (3) years local Manufacturer's warranty</li> <li>• Minimum processor specification 12<sup>th</sup> Generation Intel Core i7 with Processor base frequency of 2.1 GHz and Turbo boost technology.</li> <li>• Memory of least 16 GB DDR4</li> <li>• Should have at least 1 TB SSD internal storage</li> <li>• Display unit should be at least '21.5" with 1920 x 1080 resolution and LED backlit</li> <li>• Should have Integrated 10/100/1000 Ethernet LAN NIC Wireless: Bluetooth 5.2, Wi-Fi 6E AX211 (2x2) WLAN Card.</li> <li>• Should have wired keyboard and mouse</li> <li>• I/O ports should have at least <ul style="list-style-type: none"> <li>◦ 1 headphone/microphone combo</li> <li>◦ 1 audio-out</li> <li>◦ 1 RJ-45</li> <li>◦ 1 HDMI</li> </ul> </li> </ul> <p>The PC should come with a free DOS or Windows 10 without license (KRA has Microsoft Enterprise Agreement</p> </li> <li>2. <u>Laptops</u> <ul style="list-style-type: none"> <li>• Should be internationally recognized brand with at least one year local Manufacturer's warranty</li> <li>• Minimum processor specification 12<sup>th</sup> Generation Intel Core i7 with Processor base frequency of 1.7 to 4.7 GHz and Turbo boost technology.</li> <li>• Memory of least 16 GB DDR4</li> </ul> </li> </ol>	
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		<ul style="list-style-type: none"> <li>• Should have 12 MB smart L3 Cache</li> <li>• Should have at least 1 TB SSD internal storage</li> <li>• Display should be at least 14" diagonal HD (1366x768)</li> <li>• Connectivity should adhere to the 802.11 standard (Realtek 802.11a/b/g/n/ac (2x2) Wi-Fi and Bluetooth 5 combo 10/100/1000GbE NIC</li> <li>• Touch pad and wireless optical mouse</li> <li>• I/O ports should have at least <ul style="list-style-type: none"> <li>◦ At least 2 USB 3.0 ports</li> <li>◦ 1 stereo microphone in and headphone out</li> <li>◦ Inbuilt speakers</li> <li>◦ 1 Integrated RJ-45</li> <li>◦ 1 HDMI</li> </ul> </li> </ul> <p>The laptop should come with a free DOS or Windows 10 and above without license (KRA has Microsoft Enterprise Agreement)</p> <p>3. <u>Black and White Printers</u></p> <ul style="list-style-type: none"> <li>• Should be internationally recognized brand with at least one year local Manufacturer's warranty.</li> <li>• Should have laser print technology with quality of 1200 x 1200 dpi and at least 40ppm</li> <li>• Should have memory of 256 MB RAM and processor speed of 1.2 Ghz</li> <li>• The printer should support automatic duplex printing</li> </ul> <p>4. <u>Colour Printers</u></p> <ul style="list-style-type: none"> <li>• Should be internationally recognized brand with at least one year local Manufacturer's warranty.</li> <li>• Should have laser colour print technology with quality of 1200 x 1200 dpi and at least 35 ppm</li> <li>• Should have memory of 1GB RAM and processor speed of 1.2 Ghz</li> <li>• The printer should support automatic duplex printing</li> <li>• 4 Print cartridges (1 each - black, cyan, magenta, yellow)</li> </ul>	
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	<p><b>Collaboration Tools</b></p> <ol style="list-style-type: none"> <li>1. Project Management: It should help teams plan, track, and manage projects by offering tools for creating and assigning tasks, setting priorities, and monitoring progress.</li> <li>2. Issue Tracking: It allows users to report, track, and resolve bugs and issues, providing a centralized platform for logging problems, documenting fixes, and ensuring accountability.</li> <li>3. Agile Development: It should support agile methodologies, including Scrum and Kanban, with features like sprint planning, backlog grooming, and customizable workflows to improve team collaboration and productivity.</li> <li>4. Document Collaboration: It should provide a platform for teams to create, share, and collaborate on documents, offering real-time editing, comments, and feedback to improve teamwork and communication.</li> <li>5. Knowledge Management: It should allow KRA to store and organize knowledge in a centralized location, making it easy to document processes, guidelines, and project details, and to search for and retrieve information quickly.</li> </ol>	
	<p><b>Development Tools</b></p> <ol style="list-style-type: none"> <li>1. Integrated Development Environment (IDE): Should provide a comprehensive IDE for developing applications, offering a wide range of tools and features like code completion, refactoring, and syntax highlighting to improve developer productivity.</li> <li>2. Support for Multiple Languages and Frameworks: Should supports a variety of programming languages (e.g., Java, Kotlin, Python) and frameworks (e.g., Spring, Angular), making it versatile for different types of software development projects.</li> <li>3. Smart Code Assistance: It should include advanced code analysis, intelligent code suggestions, and debugging tools, which help developers write error-free code, identify issues quickly, and maintain high code quality.</li> <li>4. Source Code Management: Should offers version control through Git, etc, allowing teams to manage and track changes to their</li> </ol>	

		<p>source code, collaborate on code development, and maintain a history of revisions.</p> <ol style="list-style-type: none"> <li>Dependency Management: Should simplifies the process of managing project dependencies by automatically downloading and updating libraries and plugins from central repositories, ensuring consistency and reducing manual effort.</li> <li>Project Build Automation: Should provide a standardized way to build projects, using a Project Object Model (POM) file to define project structure, dependencies, and build configurations, facilitating automated builds and reducing build complexity.</li> <li>Consistent Project Structure: Should enforce a uniform project structure and lifecycle, making it easier for developers to understand and navigate projects, ensuring that projects are organized in a predictable manner.</li> </ol>	
	<b>Continuous Development , Continuous Integration tools</b>	<ol style="list-style-type: none"> <li>Should automate the process of integrating code changes, building, testing, and deploying applications, facilitating faster and more reliable software delivery.</li> <li>Should supports a vast array of plugins that extend its functionality, enabling integration with various tools and technologies for version control, build automation, deployment, and monitoring.</li> <li>Should allow for the execution of automated tests and provides detailed reports on build and test results, helping teams catch issues early and maintain code quality throughout the development lifecycle</li> </ol>	
	<b>Testing Tools</b>	<ol style="list-style-type: none"> <li>Code Quality Analysis: Should performs static code analysis to identify code smells, bugs, and security vulnerabilities, helping developers improve the overall quality and maintainability of their codebase.</li> <li>Continuous Inspection: Should integrate with CI/CD pipelines to provide continuous code inspection, allowing teams to automatically analyze code quality and receive feedback on every code change, ensuring consistent quality standards.</li> <li>Detailed Reporting and Metrics: Should</li> </ol>	

		<p>provide comprehensive dashboards and reports with metrics on code coverage, technical debt, and code quality trends, enabling teams to track progress and make informed decisions about their code health</p>	
	<b>Audit Tools</b>	<ol style="list-style-type: none"> <li>1. Should have the capability to access databases and data stores across multiple platforms (e.g. Oracle, MS-SQL, MySQL, PostgreSQL, etc)</li> <li>2. Should have a toolkit for facilitating digital forensics investigations and enables collection, processing, analyzing, and preservation of electronic evidence from computers, mobile devices, and other digital storage media.</li> <li>3. Data Recovery and Analysis: Should provide powerful data recovery capabilities, allowing investigators to recover deleted files, analyze file systems, and search for hidden or encrypted data, helping to uncover crucial evidence.</li> <li>4. Case Management and Reporting: Should offer comprehensive case management tools and automated reporting features, which help investigators organize their findings, document the investigative process, and generate detailed reports for legal proceedings.</li> <li>5. Data Visualization: Should allow users to create interactive and visually appealing dashboards and reports, helping to transform raw data into meaningful insights through charts, graphs, and other visual elements.</li> <li>6. Data Integration: Should allow users to connect to a wide variety of data sources, including databases, cloud services, and spreadsheets, facilitating seamless data integration and enabling comprehensive analysis across different data sets.</li> <li>7. Real-Time Analytics: Should provide real-time data analytics capabilities, allowing users to monitor key metrics, track performance, and make data-driven decisions with up-to-date information, enhancing business intelligence and operational efficiency for audits and investigations.</li> <li>8. Should handle the audit process, the result of the process and to store working papers</li> </ol>	

<b>vii) UPGRADE OF ICT INFRASTRUCTURE</b>	
<b>Enterprise Monitoring Solution</b>	<p><b>Background</b></p> <p>Monitoring and Capacity Planning is currently being done using open source tools and DCIM tool that came with the Data Center. Getting data from open source monitoring tools has limitations such as :-</p> <ul style="list-style-type: none"> <li>• Lack of detailed and proactive visibility/observability hence limited in support of operations</li> <li>• Lack of vendor support.</li> <li>• Lack of adequate training.</li> </ul> <p><b>Requirements</b></p> <p>The solution should provide end to end monitoring and reporting of our enterprise services and infrastructure;</p> <ol style="list-style-type: none"> <li>a) Data Centre Monitoring</li> <li>b) Network (LAN/WAN/KIXP and Internet)</li> <li>c) Compute platform and applications monitoring</li> <li>d) Business transactions performance metrics monitoring</li> </ol>
<b>Refresh of Core Network Infrastructure</b>	<p><b>Background</b></p> <p>In 2017, KRA procured and deployed new IT infrastructure this was part of wider modernization strategy which included implementation of the New Data Center (Primary Data Centre). The planned useful life span of the installed IT infrastructure is five years.</p> <p>The objective of this investment is to address connectivity challenges and replace obsolete technologies, in order to enhance reliability and efficiency of IT infrastructure.</p> <p><b>Requirements</b></p> <ol style="list-style-type: none"> <li>1. Replace/Refresh the current Data Center hierarchical architecture and implement zero trust network leveraging on software defined Network (SDN) at the Data Center core network layer based on leaf and spine technology.</li> <li>2. The new technology architecture should enhance security for east west and north south traffic and also enhance data center speeds to meet the increasing speed demands for data analytics, AI and ML.</li> <li>3. The scope of refresh shall include;</li> </ol>

		<ol style="list-style-type: none"> <li>a) Compute and Storage</li> <li>b) Core Switches</li> <li>c) Campus Aggregation Switches</li> <li>d) WAN routers</li> <li>e) Application Delivery Controllers/load balancers</li> <li>f) Data center and Edge firewalls</li> <li>g) Dark Fiber Equipment</li> <li>h) Enterprise Data-Backup Solution</li> <li>i) Data Protection (Air-Gap Technology)</li> </ol>	
	<b>Private Cloud</b>	<p><b>Background</b></p> <p>KRA is currently running its mission critical applications in two data centers at KRA premises. The core infrastructure at the two data centers is based on older virtualization technology with security. Performance and operational limitations.</p> <p>However, the older data center technologies limit both the speed of innovation and the ability to offer our taxpayers better customer experiences.</p> <p><b>Scope</b></p> <p>The scope of the implementation of the cloud will be restricted to a private cloud that will offer the following to users:-</p> <ol style="list-style-type: none"> <li>a) Infrastructure as a service (IaaS)</li> <li>b) Platform as a service (PaaS)</li> <li>c) Software as a service (SaaS)</li> </ol> <p><b>Requirements</b></p> <ul style="list-style-type: none"> <li>• Virtualization of switches, routers, firewalls and other network services from Layer 2 to Layer 7 of the OSI model.</li> <li>• Software defined networking support for multi-cloud environments, on-premises data centers, bare metal servers and containerized workloads</li> <li>• Automation capabilities enabling automatic security policy application and consistent configuration management</li> <li>• Security features enabling micro-segmentation for granular security policies, protection of individual workloads, logical DMZ creation.</li> <li>• Cloud-native application support providing advanced networking and security features for micro-services and containerized applications.</li> </ul>	

<b>Upgrade of LAN and WAN</b>	<b>Background</b> Most of the KRA Local Area Networks (LANs) were deployed around 2005. During the initial automation rollout, around 60 LANs were installed to provide ICT service access to 4500 staff. However, the number of staff has grown over time and currently stands at over 9000. This huge growth has not been accompanied by a corresponding upgrade in the Authority's LAN infrastructure, and for a while this had led to the installation of unstructured temporary LANs. To address the current challenges brought by expansion in business automation and increase in usage, the
	Authority proposes to upgrade and enhance Network Infrastructure across the country. <b>Scope</b> <ul style="list-style-type: none"> <li>• Supply, Delivery, Installation and Commissioning of Local Area Networks (LANs) for identified KRA Stations (60).</li> <li>• Supply and Delivery of Branch Routers</li> <li>• Access Switches</li> <li>• Wireless Access Points (Wi-Fi)</li> <li>• On board KRA Stations to NOFBI Backbone Network</li> <li>• Implement Software Defined WAN(SD-WAN) – 127 Stations</li> </ul>

### **viii) INFORMATION SECURITY INITIATIVES**

- a) Review the existing information Security infrastructure and identify gaps
- b) Assess and recommend security infrastructure and tools to close the gaps
- c) Assess and recommend improvements on the existing Security Operations Centre and its pending scope.
- d) Recommend appropriate technology with sustainable recurrent costs to close the gaps
- e) Develop functional and technical requirements to facilitate the modernization.

### **Information Security Initiatives**

<b>Expected Outcome</b>	Enhanced cyber resilience on KRA business systems and infrastructure by improving network security, privilege access management, Data protection and privacy. Improved security posture by enhancing threat detection, awareness, prevention and monitoring. Increased compliance with relevant standards.
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<b>Sub initiatives</b>	
	<b>1. Firewalls</b>
<b>High level requirements</b>	<ol style="list-style-type: none"> <li>1. Renewal of SandBlast package Subscription Licenses for existing Checkpoint firewalls and Threat Emulation Appliances for the Primary Data Centre (PDC).</li> <li>2. Delivery, installation, configuration and commissioning of Eight (8) new Quantum Force 29200 Appliances and SandBlast package Subscription Licenses.</li> <li>3. Delivery, installation, configuration and commissioning of Four (4) new SandBlast TE2000XN-28VM Appliances and Subscription Licenses.</li> <li>4. Renewal of Subscription Licenses for Checkpoint Smart-1 Appliances for both Primary Data Centre (PDC) and Secondary Data Centre (SDC).</li> <li>5. Vendor has attained ELITE partnership Level with Checkpoint OEM.</li> <li>6. Unlimited premium Local Vendor onsite Implementation, Maintenance and Support Services on a 24*7*365 Basis.</li> <li>7. Unlimited OEM premium for Implementation, Maintenance and Support Services on a 24*7*365 Basis covering Hardware equipment, interfaces, accessories, Software and Services.</li> <li>8. OEM authorized training including professional certification for the checkpoint solution for fifteen (15) staff.</li> </ol>
	<b>2. Network Access Control</b>
<b>High-level Requirements</b>	<p>Network access control (NAC), solution supports network visibility and access management through policy enforcement on devices and users of corporate networks.</p> <ol style="list-style-type: none"> <li>1. Provide consultancy services for the gap analysis, design and architecture of an enterprise Network Access Control (NAC) solution to be meet the requirements of the Authority.</li> <li>2. Provide a schedule of pre-requisite of</li> </ol>

	<p><b>PRIVILEGED ACCESS MANAGEMENT</b></p>	<p>Compute, Storage, environment, infrastructure and other requirements for successful implementation of the solution.</p> <ol style="list-style-type: none"> <li>3. Deliver, install, configure, optimize, integrate, and provide licenses for all the necessary software and hardware components required for successful implementation of the solution.</li> <li>4. Provide a solution scalable to at least twenty-five thousand (25,000) Endpoint devices including Desktop computers, Laptops, Printers, IP phones, CCTV infrastructure, Routers, Switches and any other endpoint devices.</li> <li>5. Conduct skills transfer to KRA staff through hands on involvement during the entire implementation process.</li> <li>6. OEM authorized training for Twenty (20) staff including professional certification for solution.</li> <li>7. Integrate the solution to existing Information Technology and Security Infrastructure including existing LAN and WAN, EPP, EDR, Windows AD environment, Patching Solution, SIEM, SOAR and other existing solutions.</li> <li>8. Ensure that the solution passes the Acceptance Test (UAT) conducted by the Authority before rollout.</li> <li>9. Vendor has partnership with OEM.</li> <li>10. Unlimited premium Local Vendor onsite Implementation, Maintenance and Support Services on a 24*7*365 Basis.</li> <li>11. Unlimited OEM premium for Implementation, Maintenance and Support Services on a 24*7*365 Basis covering Hardware equipment, interfaces, accessories, Software and Services.</li> </ol> <p><b>HIGH LEVEL REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. Conversion of existing fifty (50) CyberArk PAM (Privileged Access Manager) Solution perpetual licenses to the subscription model.</li> <li>2. Supply new one hundred (100) CyberArk PAM licenses.</li> <li>3. Provide OEM direct premium support for the entire CyberArk PAM Solution on a 24*7*365 Basis.</li> <li>4. Provide Vendor's onsite</li> </ol>	
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		<p>Implementation, Maintenance, and support services/SLA for the entire CyberArk PAM on a 24*7*365 Basis.</p> <p>5. Configure the solution to accommodate at least one thousand (1000) privileged accounts for devices including BUT not limited to Endpoint Systems, NIX* Servers, OSX Servers, Windows Servers, Printers, Applications, Routers, Switches, and any other infrastructure device.</p> <p>6. Integrate the solution with existing enterprise applications and systems, including Business applications and databases, Active Directory, SIEM platforms, ticketing systems, and identity governance solutions, to streamline workflows and enhance security posture.</p> <p>7. Integrate the solution with existing Information Technology &amp; Security Infrastructure tools including existing LAN and WAN, EPP (Endpoint Protection Platform), EDR (Endpoint Detection and Response), Windows AD (Active Directory) environment, Patching Solutions, SIEM (Security Information and Event Management), SOAR (Security Orchestration, Automation, and Response), among others as required.</p> <p>8. Provide Manufacturer Authorized Administrator and support training for fifteen (15) KRA staff for the CyberArk PAM Solution</p> <p>9. Conduct skills transfer to KRA staff through hands on involvement during the entire implementation process.</p>	
	<p><b>Data Loss Prevention (DLP) Solution</b></p>	<p><b>HIGH LEVEL REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. Provide consultancy services for the gap analysis, design and architecture of an enterprise Data Loss Prevention (DLP) solution to be meet the requirements of the Authority.</li> <li>2. Provide a schedule of pre-requisite of Compute, Storage, environment, infrastructure and other requirements for successful implementation of the solution.</li> <li>3. Deliver, install, configure, optimize, integrate, and provide licenses for all the</li> </ol>	

		<p>necessary software and hardware components required for successful implementation of the DLP solution.</p> <ol style="list-style-type: none"> <li>4. Provide a solution capable to perform data discovery, classification</li> <li>5. Monitoring, protection, unauthorized transmission, Policy Creation and Enforcement.</li> <li>6. The solution must offer centralized management and configuration of DLP policies, activities, Device control and reporting.</li> <li>7. Unlimited premium Local Vendor onsite Implementation, Maintenance and Support Services on a 24*7*365 Basis.</li> <li>8. Unlimited OEM premium for Implementation, Maintenance and Support Services on a 24*7*365 Basis covering Hardware equipment, interfaces, accessories, Software and Services.</li> <li>9. Provide Manufacturer Authorized Administrator and support training for fifteen (15) KRA staff for the DLP Solution</li> <li>10. Conduct skills transfer to KRA staff through hands on involvement during the entire implementation process.</li> </ol>	
	<p><b>Database Application Monitoring solution (DAM)</b></p>	<p><b>HIGH LEVEL REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. Provide consultancy services for the gap analysis, design and architecture of an enterprise Database Access and Monitoring (DAM) solution to be meet the requirements of the Authority.</li> <li>3. Provide a schedule of pre-requisite of Compute, Storage, environment, infrastructure and other requirements for successful implementation of the solution.</li> <li>4. Deliver, install, configure, optimize, integrate, and provide licenses for all the necessary software and hardware components required for successful implementation of the DAM solution.</li> <li>5. Provide a solution capable to perform access control and auditing as per the KRA security requirements.</li> <li>6. Provide a solution capable and scalable to integrate with other security tools and different relational database management systems (DBMS).</li> <li>7. Unlimited premium Local Vendor onsite Implementation, Maintenance and</li> </ol>	

		<p>Support Services on a 24*7*365 Basis.</p> <p>8. Unlimited OEM premium for Implementation, Maintenance and Support Services on a 24*7*365 Basis covering Hardware equipment, interfaces, accessories, Software and Services.</p> <p>9. Provide Manufacturer Authorized Administrator and support training for fifteen (15) KRA staff for the DAM Solution</p> <p>Conduct skills transfer to KRA staff through hands on involvement during the entire implementation process.</p>	
	<b>Security Operation center</b>	<p><b>HIGH LEVEL REQUIREMENTS</b></p> <p>1. Provide consultancy services for the gap analysis, design and architecture of monitoring, threat hunting and incident response solutions to meet the requirements of the Authority.</p> <p>2. Provide a schedule of pre-requisite of tools, capabilities, frameworks and other requirements for successful implementation of the solution.</p> <p>3. Deliver, install, configure, optimize, integrate, and provide support to existing SOC infrastructure.</p> <p>4. Provide a solution capable to perform threat hunting, vulnerability assessment and penetration testing of containerized applications, API, Network devices as per the KRA security requirements.</p> <p>5. Provide scalable solution for dynamic and static testing.</p> <p>6. Unlimited premium Local Vendor onsite Implementation, Maintenance and Support Services on a 24*7*365 Basis.</p> <p>7. INTERNAL Unlimited OEM premium for Implementation, Maintenance and Support Services on a 24*7*365 Basis covering Hardware equipment, interfaces, accessories, Software and Services.</p> <p>8. Provide Manufacturer Authorized Administrator and support training for fifteen (15) KRA staff for the VA/PT Solution</p> <p>9. Conduct skills transfer to KRA staff through hands on involvement during the entire implementation process.</p>	

	<b>INFORMATION AWARENESS SOLUTION</b>	<p>Deliver, install, configure, optimize, integrate, and provide licenses for all the necessary software and hardware components required for successful implementation of the Information Security Awareness Solution. The solution shall provide:</p> <ol style="list-style-type: none"> <li>1. Security awareness training loaded with content that provide role based training with personalized learner dashboards.</li> <li>2. Unlimited phishing simulation templates with capability of creating customised campaign</li> <li>3. simulate ransomware attacks and automate phishing campaigns.</li> <li>4. Ability to integrate data from KRA systems and Third party platforms.</li> <li>5. Provide prebuilt and customized reports as per KRA requirements.</li> <li>6. The licenses provided should be scalable but not limited to 8000 users.</li> <li>7. Unlimited premium Local Vendor onsite Implementation, Maintenance and Support Services on a 24*7*365 Basis.</li> <li>8. Unlimited OEM premium for Implementation, Maintenance and Support Services on a 24*7*365 Basis covering Hardware equipment, interfaces, accessories, Software and Services.</li> <li>9. Provide Manufacturer Authorized Administrator and support training for fifteen (15) KRA staff for the Solution</li> <li>10. Conduct skills transfer to KRA staff through hands on involvement during the entire implementation process.</li> </ol>		
	<b>ix) DISASTER RECOVERY SITE</b> <ol style="list-style-type: none"> <li>a) Review the existing Primary and secondary data centers and identify any gaps therein.</li> <li>b) Develop alternatives for establishing a DR site as per industry best practices</li> </ol> <p><b>Disaster Recovery High Level Requirements</b></p>			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; background-color: #cccccc;">Component</th> <th style="text-align: center; background-color: #cccccc;">Description</th> </tr> </thead> </table>		Component	Description
Component	Description			

<p>Co-location Services/Disaster Recovery Site as a Service</p>	<p><b>Back ground and Justification</b></p> <p>KRA online services are hosted in KRA on premise primary and secondary data centers at UPT and Times Tower. The dependence on online services underlies the criticality of an effective ICT disaster recovery (DR) plan to prevent downtime and loss of data critical to the normal operations of the organization.</p> <p>In addition to immediate revenue loss due to an inability to conduct business, downtime can cause damage to KRA reputation, impact productivity, jeopardize regulatory compliance and disrupt regional trade.</p>	
	<p><b>Current challenges</b></p> <p>Monitoring and Capacity Planning is currently done using open source tools and DCIM tool that came with the Data Center. Getting data from open source monitoring tools has limitations such as :-</p> <ul style="list-style-type: none"> <li>- Lack of detailed and proactive visibility/observability hence limited in support of operations</li> <li>- Lack of vendor support.</li> <li>- Lack of adequate training.</li> </ul> <p><b>HIGH LEVEL REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>• Location to be at least 50 KM from the Primary DC with Redundant Power (At least N+1)</li> <li>• Uptime institute tier III Standards Complaint</li> <li>• Power Density of 250 KW</li> <li>• Scalability of About 10 Racks</li> <li>• The facility to provide standard Monitoring tools (DCIM Properly Implemented and Operated DCIM)</li> <li>• Network Capacity - Bandwidth availability 25 GB to Primary DC</li> </ul>	
	<p><b>x) POWER BACKUP SOLUTIONS</b></p> <ul style="list-style-type: none"> <li>a) Review power requirements for various stations.</li> <li>b) Design appropriate power backup solution for each while utilizing green energy where appropriate.</li> </ul>	

	<p><b>Power Backup Solution</b></p> <p><b>Background and Justification</b></p> <p>KRA has installed inverter plus battery-based grid-tie Power Backup Systems (PBS) in 69 out stations, 58 stations remain without any while 54 of the installed ones requires upgrade.</p> <p>The main purpose of the PBS facility is to provide Backup power to KRA systems during power interruptions in order to achieve the following results:</p> <ol style="list-style-type: none"> <li>i. Ensure KRA Business Systems are available even during power interruptions/outages.</li> <li>ii. Protect Authority's ICT network equipment from being damaged by the unstable KPLC power.</li> <li>iii. Ensure continuity of business operations to users.</li> </ol> <p>The Authority has identified further needs required for the on-line monitoring of the installed systems for proactive maintenance of the systems.</p> <p><b>Scope</b></p> <ol style="list-style-type: none"> <li>1. Installation and upgrade of Hybrid inverter plus battery-based grid-tie Power Backup Systems (PBS). Power requirements will depend on individual station depending on the number of users.</li> <li>2. Separation of the raw power sockets from the clean power sockets.</li> <li>3. Configuration of the monitoring of the installed systems.</li> </ol>
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<p><b>xi) MODERNIZATION OF CUSTOMER RELATION MANAGEMENT SYSTEM AND UNIFIED TAXPAYER PORTAL</b></p> <ul style="list-style-type: none"> <li>• Review the existing CRM and identify any gaps</li> <li>• Undertake Business Process Reengineering</li> <li>• Redesign of the CRM to integrate with all revenue and other systems to provide a single view of the taxpayer to customer care agents and staff.</li> <li>• Recommend appropriate technology with sustainable recurrent costs</li> <li>• Develop functional and technical requirements to facilitate the modernization</li> </ul> <p><b>HIGH LEVEL REQUIREMENTS FOR MODERNIZATION OF CUSTOMER RELATION MANAGEMENT SYSTEM AND UNIFIED TAXPAYER PORTAL</b></p> <p><b>OVERVIEW</b></p>
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KRA seeks to modernize its current Customer Relationship Management & Taxpayer Services platforms to respond to emerging changes in business and technology needs, adopt modern technologies and achieve a Unified Taxpayer Services Access. The vendor shall be expected to undertake the defined activities as detailed in the scope of services at minimum.

### **SCOPE OF SERVICES**

- a. **Assessment & Business Process Reengineering (BPR) for CRM and interfacing processes**
  - i. Identify and document existing methods and tools for Customer Interaction and issue resolution management in the Authority
  - ii. External and Internal Stakeholder engagements for:
    - a. Customer Journey Mapping
    - b. Map and document the “AS-IS” processes highlighted in (i) with the various process owners and relevant stakeholders
    - c. Identification of process pain points and opportunities for improvement
    - d. Undertake/facilitate the relevant training of members of staff on any aspect of the exercise e.g. process analysis methodologies and process documentation tools
  - iii. Analyze the “AS-IS” processes defined under (ii) on the basis of the Authority’s mandate and strategic context and determine the process and system gaps in terms of suitability, best practice, efficiency and effectiveness, and other relevant factors.
  - iv. Redesign and establish a portfolio of “TO-BE” processes in consultation with relevant stakeholders, appropriate benchmarking and efficiency considerations.
  - v. Provide specific justification for the proposed processes
  - vi. Assessment of the required skill sets to achieve the project implementation and redesigned processes
- b. **Functional and non-functional requirements documentation (“TO-BE”)**
  - i. Review and refine functional and non-functional requirements for CRM and the Unified Taxpayer portal

Functionality	High Level Business Requirements
Unified Taxpayer Portal	<ul style="list-style-type: none"> <li>1. All KRA services for both internal and external users, to be accessed through a common Portal</li> <li>2. The Portal will control data and the exchange of information between KRA and third parties</li> <li>3. The portal will facilitate e-commerce by allowing the seamless interchange of data between customers and other government agencies</li> <li>4. The functionality of the portal will include at minimum:           <ul style="list-style-type: none"> <li>· Single Sign On Access Control.</li> <li>· Content Management.</li> <li>· Search Engines.</li> <li>· Wireless and Remote Access.</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>• Hosting website.</li> <li>• Content Privatisation.</li> </ul> <p>5. The Portal will allow taxpayers to access KRA services including but not limited to file taxes returns, make payments, lodge queries and complaints, download statements and lodge compliance related requests.</p>	
	Taxpayer Services	<ol style="list-style-type: none"> <li>1. 360 view of tax transactions and taxpayer ledger</li> <li>2. CRM to track in real time case approval status and levels</li> <li>3. Dashboard with overview of pending/ongoing processes</li> <li>4. Ability for TP to choose preferred mode of communication.</li> <li>5. The system should enable devolved TP Stationless services</li> </ol>	
	Service requests & complaints management-	<p>Ability of the system to facilitate the creation of various categories of service requests (Incident/problem / general request etc.)</p> <p>The system should also enable the Taxpayer to create or review a service request and monitor status of the same on a real-time basis.</p>	
	Contact Management	<p>Ability to set up and maintain data fields e.g. drop-down lists, field protection etc. Management of taxpayer details for a minimum of 10million taxpayers (individual &amp; corporations) Details including:</p> <ul style="list-style-type: none"> <li>• Taxpayer name</li> <li>• Taxpayer identifier</li> <li>• Address Information</li> <li>• Contact Details - Email, Phone, Mobile etc</li> <li>• Taxpayer Type (trader, student, government institutions, schools, SACCOS etc)</li> </ul>	
	Workflow Management	<p>The system must have the ability to send alerts on a new task delivery</p> <p>Manual assignments of tasks to a specific user or to specific queues.</p>	
	SLA Management	<p>Ability to define Service Level Agreements (SLA's) for various types of service requests</p> <p>Track the SLAs and escalate a service request if the agreed SLA has been breached</p>	
	Single View of Customer Data	<p>The system must have the Ability to provide history of taxpayers' interactions (service requests, complaints) with the Authority.</p>	

		Support a visual dashboard for agents & taxpayers, which will provide relevant summarized taxpayer information on one screen.	
	User Interface	The system must have a user interface that is simple and easy to navigate, with customizable user interface that allows the use of KRA brand colors.	
	Omni-Channel Management	The solution must be able to support multiple channels of communication including voice and non-voice channels such as WhatsApp Business Platform, Social Media Platforms, SMS Push/Pull, Emails, Live chat, video calls, web calls etc.	
	Self-Service options	The system must support self-service requests based on a list of predefined services and allow the requestor to create a service request based on the catalogue of services.	
	Knowledge Management	The system should have the capability to support a knowledge base and provide advanced search capabilities and allow authorized users to write or update new knowledge into the knowledge base.	
	Collaborative Spaces	The system should have the capability to support community forums and allow Taxpayers to interact with each other through this Forum.	
	Self Help-Chat Bot Support	Ability of the system to provide AI powered Chabot to resolve typical customer queries and AI-driven suggestions on case resolution for agents.	
	Notifications-User	Ability to notify users through email/SMS when tasks are assigned and/escalated to them.	
	File Management	System must allow downloading and uploading of files and have the ability to support various files formats pdf.png.jpeg etc	
	Feedback Management	The system should provide real time service quality metrics such as Net Promoter Score (NPS), CSAT, CES to benchmark the desired level of service quality and must be able to send survey to a particular segment of taxpayers following fulfillment of a particular business rule or criteria such as nil-filers, non-filers etc	
	Integration requirement	The system should have the capability to be integrated with core M&C systems (Computer Telephony Integration (CTI)/Call Centre System, WhatsApp Business Platform, Social Media Platforms, SMS Push/Pull, Emails, Live chat, video calls, web calls) and Business systems such as SMS Gateway, iTax, iCMS, iSupport,	

		DWBI, OS Ticketing tool, iTSM, iTop etc.	
User Management/ Administration Functionalities		The system should have the ability to allow administrators to create standard responses to frequently asked questions.	
Reports		The system shall be capable of generating real-time reports on demand reports and should allow for the export of reports and report information into the various formats: (Word, Excel, PDF, and CSV). Voice solution (Call Centre) Ability of the solution to integrate with the Contact Centre system to	
Voice solution (Call Centre)		Ability of the solution to integrate with the Contact Centre system to provide immediate caller identification and information.	

### Desired Outcomes

Desired Outcomes	<ol style="list-style-type: none"> <li>1. Provision of Omni-channel support to ensure a consistent experience across various communication channels.</li> <li>2. Multichannel access of services by taxpayers and back end users through their mobile devices and web portal.</li> <li>3. Avail self-service support (Tier 0) based on a list of pre-defined services and thereafter implement smart routing from conversations when live agent support is required</li> <li>4. Virtual Tax Assistance e.g. generative AI-powered chatbots to resolve typical customer queries to support automatic service</li> <li>5. AI-driven suggestions on case resolution for Officers based on existing knowledge base.</li> <li>6. 360 degree view of the Taxpayer (client interactions tracking, TP compliance status) and customizable dashboards and reports</li> <li>7. Automatic case assignment to specific users/ user groups (workflows) and escalation (SLA management)</li> <li>8. Integration with M&amp;C (Call Center, Social Media) and Business systems (iTax, ICMS, Ticketing tools, iSupport) for automated case management.</li> <li>9. Enable detection, grouping and closure (upon resolution) of duplicate/similar TP requests.</li> <li>10. Consolidation of the various current systems to utilize a single system for capturing, escalation and resolution of customer queries across all tiers.</li> </ol>
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### ii. Enterprise & solution architecture requirements

1. The use of the modern architectural designs that supports high availability within the data centers and across multiple data centers for both the applications and databases to ensure at least 99.999% availability.
2. Ability to carry out maintenance without downtime experience by the end-users.
3. Auto scale in response to traffic based on defined metrics.
4. Applications should be developed as loosely coupled components implemented as micro services.
5. Applications should be flexible enough to seamlessly integrate to internal and external systems for efficient and effective service delivery (API First).
6. Provide a fully integrated (end-to-end) design encompassing the core applications with integrations to internal and external systems through the Enterprise Integration and API Management Platform.
7. All applications should be designed in a manner that allows real time update of transaction data to data warehouse and analytics clusters.
  - i. Enforcement of data security protocols in data exchange and processing, with assurance of data integrity at all times.
  - ii. Implement a highly configurable platform agnostic to tax policy & business rule changes, advanced technology capabilities; parameterized functionalities and redesigned business processes to cater for all evolving business needs.
8. Data migration strategy - Assess current Taxpayer data sources and propose data conversion and migration strategy with justifications
9. Solution Design, Development & Implementation & Post Implementation Support

### **EXPECTED DELIVERABLES**

1. Focus groups and process review sessions
2. Customer Journey Maps
3. AS-IS process maps
4. Current State Gap Analysis, Process points & Best practice Recommendations document
5. Future State (TO-BE) Process Maps and justification reports
6. UI/UX Prototypes
7. Training and assessment reports
8. Functional & Non-Functional Requirements Specification Document (High and Low Level)
9. Enterprise & solution architecture design documents
10. System integration documents
11. Future State Implementation Blueprint (Roadmap); Prioritization Matrix and Change Management Plan (inclusive of required activities; system changes; structural governance changes; staff resources and high level cost estimates) document(s)
12. Data migration strategy
13. Requirements Traceability reports
14. Solution Development, Implementation, Rollout & Support
15. Progress presentations to the management
16. Project management/assurance services

**xii) MODERNIZATION OF DOCUMENT MANAGEMENT, MESSAGING SOLUTIONS AND COLLABORATION TOOLS**

- Review the existing DMS
- Review functional and technical requirements to facilitate the modernization
- Recommend appropriate technology with sustainable Total Cost of Ownership over 3–5-year period
- Develop functional and technical requirements to facilitate the modernization
- Corporate mail footer generator

**HIGH LEVEL REQUIREMENTS FOR MODERNIZATION OF DOCUMENT MANAGEMENT, MESSAGING SOLUTIONS AND COLLABORATION TOOLS**

**INTRODUCTION**

KRA seeks to implement a document management system, messaging solutions and collaboration tools to respond to emerging changes in business and technology needs to adopt modern technologies. The vendor shall be expected to undertake the defined activities as detailed in the scope of services at minimum.

**SCOPE OF SERVICES**

The vendor will be expected to undertake the below activities:

- a. Business Process Reengineering (BPR) for the Corporate DMS and interfacing processes
  - i. Identify and document existing methods and tools used for document management in the Authority.
  - ii. Assess the volume and types of documents handled by each unit (customs and border control, domestic taxes, and corporate support services) (Scope of Works)
  - iii. Internal Stakeholder engagements for:
    - a. Customer Journey Mapping
    - b. Identification of process pain points and opportunities for improvement
    - c. Undertake/facilitate the relevant training of members of staff on any aspect of the exercise e.g. process analysis methodologies and process documentation tools
  - iv. Analyze the “AS-IS” processes defined under (ii) on the basis of the Authority’s mandate and strategic context and determine the process and system gaps in terms of suitability, best practice, efficiency and effectiveness, and other relevant factors.
  - v. Redesign and establish a portfolio of “TO-BE” processes in consultation with relevant stakeholders, appropriate benchmarking and efficiency considerations.
  - vi. Assess the current IT infrastructure to determine compatibility with a new DMS(Architecture)
  - vii. Evaluate the readiness for integration with existing systems (e.g. ERP, CRM)
  - viii. Develop and Obtain approval for architecture design of the TO BE architectural layout
  - ix. Design, develop and obtain intuitive UI/UX design
  - x. Review and document regulatory and compliance requirements

for document management

xi. Provide specific justification for the proposed processes

xii. Obtain approval for the proposed Future State (BRD)

xiii. Assessment of the required skill sets to achieve the project implementation and redesigned processes

b. Functional and non-functional requirements documentation ("TO-BE")

iii. Develop, review and validate functional and non-functional requirements for the Document Management System as defined below to facilitate the modernization

<b>Requirement</b>	<b>Future State</b>
<p>Functional Requirements</p>	<p><b>Document Management System (DMS)</b></p> <ul style="list-style-type: none"> <li>• Define the key features needed in the DMS (e.g. document capture, indexing, retrieval, version control, audit trails).</li> <li>• Determine and document user roles and access controls. Design user-friendly interfaces and workflows.</li> <li>• Ensure accessibility for all relevant staff.</li> <li>• Identify systems that need to integrate with the DMS. Specify data migration requirements.</li> </ul> <p><b>Collaborative tools</b></p> <ul style="list-style-type: none"> <li>• Allow multiple users to edit documents simultaneously.</li> <li>• Provide visual indicators to show who is editing which part of the document in real-time.</li> <li>• Support real-time saving and synchronization of changes made by different users.</li> <li>• Implement document locking mechanisms to prevent conflicts when multiple users attempt to edit the same document simultaneously.</li> <li>• Allow users to check out documents for exclusive editing and check them back in upon completion.</li> <li>• Maintain a version history for all documents, allowing users to view, compare, and revert to previous versions.</li> <li>• Automatically create new versions upon saving changes.</li> <li>• Enable users to add comments or notes to specific versions for clarity.</li> </ul> <p><b>Commenting and Annotations:</b></p> <ul style="list-style-type: none"> <li>• Allow users to add comments and annotations directly on documents.</li> <li>• Provide threaded discussions to facilitate conversations around specific document</li> </ul>

		<p>sections.</p> <ul style="list-style-type: none"> <li>• Enable notifications for users when new comments or annotations are added.</li> <li>• Allow users to assign tasks related to document creation, review, and approval.</li> <li>• Provide task tracking features, including due dates, priorities, and status updates.</li> <li>• Integrate task notifications to alert users of new assignments and upcoming deadlines.</li> <li>• Support customizable approval workflows for document reviews and sign-offs.</li> <li>• Provide options for sequential and parallel approval processes.</li> <li>• Enable users to track the status of documents within the workflow and receive notifications for pending approvals.</li> </ul>	
Non-Functional Roles	<p><b>Document Management System (DMS)</b></p> <p><b>System Response Time :</b></p> <ul style="list-style-type: none"> <li>• Document Retrieval: Response Time: &lt; 2 seconds</li> </ul> <p><b>Document Upload:</b></p> <ul style="list-style-type: none"> <li>• Response Time: &lt; 5 seconds for documents up to 10 MB document sizes.</li> </ul> <p><b>Document indexing and metadata entry:</b></p> <p>Response Time: &lt; 2 seconds</p> <p>System Navigation (e.g., moving between different sections, opening menus): Response time: &lt; 1 second</p> <p>Document Preview</p> <p>Response Time: &lt; 3 seconds for previewing documents up to 10 pages</p> <p>The system must support up to 10,000 concurrent users across all departments without performance degradation.</p> <p>The DMS should handle at least 1,000 document transactions per minute during peak hours.</p> <p><b>Reliability and Availability</b></p> <p><b>Uptime:</b> The system should maintain an uptime of 99.9%, ensuring high availability for all departments.</p> <p><b>Failover Mechanism to be implemented:</b> Define a comprehensive failover mechanism</p> <p><b>Data Integrity:</b> Ensure data consistency and integrity across all transactions and <b>storage</b>.</p> <p><b>Security:</b></p>		

	<p>Access Control: Implement role-based access control (RBAC) to restrict access based on user roles and departmental requirements.</p> <p><b>Data Encryption:</b> Encrypt all sensitive data both at rest and in transit using industry standard encryption methods.</p> <p><b>Authentication:</b> Use multi-factor authentication (MFA) for all users to enhance security.</p> <p><b>Audit Trails:</b> Maintain comprehensive audit logs for all document transactions and user activities.</p> <p><b>Usability:</b></p> <p><b>User Interface:</b> Provide an intuitive and user-friendly interface that accommodates users with varying technical expertise.</p> <p>User Training: Provide comprehensive training materials and support to facilitate user adoption.</p> <p>Maintainability:</p> <p>Modularity: Design the system with modular components to facilitate easy updates and maintenance.</p> <p>Documentation: Provide thorough documentation for all system components, including design, development, and user manuals.</p> <p><b>Error Handling:</b> Implement robust error handling and logging mechanisms to aid in troubleshooting and maintenance.</p> <p>Interoperability:</p> <p>Integration: Ensure seamless integration with existing systems used by customs, domestic taxes, and corporate support services.</p> <p>Standards Compliance: Adhere to industry standards for data formats and communication protocols to facilitate interoperability.</p> <p>Scalability:</p> <p>Horizontal Scaling: Design the system to support horizontal scaling to accommodate increasing user loads and data volumes.</p> <p>Vertical Scaling: Ensure the system can scale vertically with hardware upgrades to improve performance.</p> <p>Legal and Regulatory Compliance:</p> <p>Data Privacy: Comply with data privacy regulations ensuring user data is protected and</p>	
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	<p>managed appropriately.</p> <p><b>Regulatory Compliance:</b> Ensure the system meets all regulatory requirements specific to customs, domestic taxes, and corporate support services.</p> <p><b>Backup Frequency:</b> Perform daily backups of all critical data and system configurations.</p> <p><b>Recovery Time Objective (RTO):</b> The system should be recoverable within 2 hours in the event of a failure.</p> <p><b>Incident Resolution Time:</b> Ensure incidents are resolved within 4 hours for high-priority issues and 24 hours for lower-priority issues.</p> <p><b>User Experience:</b> Design user-friendly interfaces and workflows. Ensure accessibility for all relevant staff.</p> <p><b>Integration Needs:</b> Identify systems that need to integrate with the DMS. Specify data migration requirements/strategy.</p> <p><b>Collaborative tools:</b> Collaborative features, such as real-time editing and commenting, should reflect changes within 1 second</p>	
	<p>The system must support up to 10,000 concurrent users without performance degradation.</p> <p>It should be able to handle high volumes of document transactions and user interactions, especially during peak usage times.</p> <p>Ensure that collaborative and messaging tools are seamlessly integrated with the DMS to provide a cohesive user experience.</p> <p>Maintain comprehensive audit logs for all document transactions and user activities, with detailed tracking of edits, comments, and shares.</p> <p><b>Communication and Messaging:</b> Ensure messaging tools are accessible on all mobile devices, with responsive design for different screen sizes.</p> <p>Ensure that messaging tools are seamlessly integrated with the DMS to provide a cohesive user experience.</p> <p>Ensure seamless integration with existing systems and tools used by customs, domestic</p>	

	<p>taxes, and corporate support services.</p> <p>The system should handle high volumes of messages and notifications during peak usage times.</p> <p>Implement role-based access control (RBAC) to restrict messaging access based on user roles and departmental needs.</p> <p>Use multi-factor authentication (MFA) for all users to enhance security</p> <p>Maintain comprehensive audit logs for all messaging activities, including sent, received, and read messages.</p>	
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### **i. Enterprise & solution architecture requirements**

- The use of the modern architectural designs that supports high availability within the data centers and across multiple data centers for both the applications and databases to ensure at least 99.999% availability.
- Ability to carry out maintenance without downtime experience by the end-users.
- Auto scale in response to traffic based on defined metrics.
- Applications should be developed as loosely coupled components implemented as micro services.
- Applications should be flexible enough to seamlessly integrate to internal and external systems for efficient and effective service delivery (API First).
- Provide a fully integrated (end-to-end) design encompassing the core applications with integrations to internal and external systems through the Enterprise Integration and API Management Platform.
- All applications should be designed in a manner that allows real time update of transaction data to data warehouse and analytics clusters.
- Enforcement of data security protocols in data exchange and processing, with assurance of data integrity at all times.
- Implement a highly configurable platform agnostic to tax policy & business rule changes, advanced technology capabilities; parameterized functionalities and redesigned business processes to cater for all evolving business needs.

### **ii. Document module prioritization matrix and project implementation blueprint/road map**

- a. Data migration strategy
  - i. Assessment of current DMS tools in use
  - ii. Create the proposed Data conversion and migration strategy with justifications
- b. Solution Development, Implementation & Support
  - a. Develop detailed technical specifications for the DMS.
  - ii. Define hardware and software requirements.

- c. Training and Change Management:
  - a Develop a comprehensive training program for staff.
  - b Implement change management strategies to ensure smooth adoption.
- d. Deployment:
  - i. Conduct System Testing pre-deployment and obtain approvals.
  - ii. Roll out the system in phases, starting with high-priority areas.
  - iii. Monitor and support the system post-implementation.

## **EXPECTED DELIVERABLES**

- i. Detailed Needs Assessment Report:
- ii. A comprehensive report outlining current document management practices and stakeholder needs management practices and stakeholder needs.
- iii. Functional and Technical Specifications:
- iv. Documented and Validated Business requirements for the DMS, including functional and technical specifications.

### **UI/UX Designs**

Documented and approved  
UI/UX prototypes

### Implementation Plan:

A detailed roadmap for the design, development, and implementation phases Pilot

### Phase Results:

Insights and feedback from the pilot phase, including identified issues and recommended solutions.

### **Training Materials:**

Development of training programs and materials for staff.

### Change Management Strategy:

A clear strategy for managing organizational change and ensuring user adoption.

### **Key Performance Indicators**

Document Processing Time: Measure the time taken to process and retrieve documents before and after implementation

### User Adoption Rate:

Track the percentage of staff using the DMS regularly.

### Reduction in Paper Usage:

Monitor the decrease in paper consumption.

### Error Rate:

Measure the reduction in document handling errors Compliance

	<p><b>Adherence:</b> Track the system's ability to meet regulatory and compliance requirements.</p> <p><b>User Satisfaction:</b> Conduct surveys to assess user satisfaction with the new systems</p> <p><b>Document Processing Time:</b> Measure the time taken to process and retrieve documents before and after implementation.</p> <p><b>User Adoption Rate:</b> Track the percentage of staff using the DMS regularly.</p> <p><b>Reduction in Paper Usage:</b> Monitor the decrease in paper consumption.</p> <p><b>Error Rate:</b> Measure the reduction in document handling errors.</p> <p><b>Compliance Adherence:</b> Track the system's ability to meet regulatory and compliance requirements.</p> <p><b>System Uptime:</b> DMS availability vis a vis downtime.</p> <p><b>User Satisfaction:</b> Conduct surveys to assess user satisfaction with the new system.</p>
<b>3. Time Frame</b>	The <b>Phase I</b> assignment is expected to be completed within a period of <b>Three (3) Months</b> from the date of contract execution
<b>4. Methodology</b>	<p>The successful bidder shall:</p> <p><b>Phase I</b></p> <ol style="list-style-type: none"> <li>1. Conduct a baseline survey on; <ul style="list-style-type: none"> <li>• The development of the Enterprise Architecture</li> <li>• Conducting Business Process Reengineering</li> <li>• Development of the Terms of Reference (TORs) for the specific initiatives.</li> </ul> </li> <li>2. Design solutions to fit the re-engineered business process and</li> </ol>

	<p>the Enterprise API.</p> <p><b>Phase II</b></p> <p>3. Implementation of the design solutions as per the validated and agreed Phase I terms of reference.</p> <p><b>*Note</b> An RFP will be issued to the vendor after completion of Phase I which will incorporate the agreed TOR and any other requirements. The Consultant shall be required to submit a detailed technical and financial proposal for Phase II.</p>
<p><b>5. Expected Deliverables/</b></p>	<p><b>Expected Deliverables for Phase 1</b></p> <p>The following are the expected deliverables for phase 1</p> <ul style="list-style-type: none"> <li>• Baseline Survey report <ul style="list-style-type: none"> <li>○ Gap Analysis report</li> <li>○ Enterprise Architecture blue print</li> <li>○ Solution architecture</li> <li>○ Business Process Re-engineering documentation</li> <li>○ Detailed Terms of Reference (TOR) for the 12 initiatives</li> <li>○ Proposed implementation approach and road map</li> <li>○ Design documentation, data migration strategy, and transition plan</li> </ul> </li> </ul> <p><b>*Note</b> that the recommendations in the reports will be agreed upon and signed off by both parties after a validation exercise.</p> <p><b>Phase II</b></p> <ul style="list-style-type: none"> <li>• Implementation</li> <li>• Acquisition of relevant solutions that fit the design</li> <li>• Building new solutions that fit the design</li> </ul>
<p><b>6. Expertise</b></p>	<p><b>Mandatory requirements:</b></p> <p><b>CONSULTING FIRM</b></p> <p>1) A well-established Information Technology firm/consortium having experience in offering and deploying Tax administration Revenue solutions.</p> <p>2) Must have very strong knowledge of national and international law /regulatory requirements, standards and practices relating to Customs and Domestic Taxes administration.</p> <p>3) The legal and professional status of the vendor in form of a certificate of registration, current licenses and any other testimonials for ease of reference.</p> <p><b>PROPOSED PERSONNEL (Team Lead/Key Experts)</b></p> <p>There should be a lead expert/project manager and at least Two (2) key functional/technical personnel for each of the Twelve (12) technology modernization initiatives.</p> <p><b>1. Modernization of Domestic Taxes systems</b></p>

	<ul style="list-style-type: none"> <li>• Domain Knowledge in Domestic revenue Tax administration (Preferably having worked in a tax administration)</li> <li>• Experience in digital transformation</li> <li>• Business process re-engineering expertise</li> <li>• Business requirements specification documentation</li> <li>• Technical specifications documentation (API first and micro-services ready)</li> <li>• Solution architecting</li> </ul>
	<p><b>2. Modernization of Customs and Border Control Systems</b></p> <ul style="list-style-type: none"> <li>• Domain Knowledge in Customs revenue Tax administration (Preferably having worked in a Customs administration)</li> <li>• Domain Knowledge in Scanning technologies as used in Customs revenue Tax administration</li> <li>• Experience in digital transformation</li> <li>• Business process re-engineering expertise</li> <li>• Business requirements specification documentation</li> <li>• Technical specifications documentation (API first and micro-services ready)</li> <li>• Solution architecting</li> </ul>
	<p><b>3. Data Analytics Centre of Excellence (including integrations)</b></p> <ul style="list-style-type: none"> <li>• Experience in the design, setup and operations of a data analytics Centre of excellence</li> <li>• Data science, Machine learning, Artificial intelligence, advanced analytics and visualization tooling and application</li> <li>• Large Data ingestion storage, and processing optimization and tooling</li> <li>• Experience in digital transformation</li> <li>• Experience in Revenue Assurance solutions</li> <li>• Business process re-engineering expertise</li> <li>• Business requirements specification documentation</li> <li>• Technical specifications documentation (API first and micro-services ready)</li> <li>• Solution architecting</li> </ul>
	<p><b>4. Cryptocurrency Analysis tool</b></p> <ul style="list-style-type: none"> <li>• Cryptocurrency knowledge: Demonstrate in-depth knowledge of cryptocurrencies, major cryptocurrencies.</li> <li>• Kenyan cryptocurrency market: Demonstrate familiarity with the Kenyan cryptocurrency market, including: <ul style="list-style-type: none"> <li>• Local cryptocurrency exchanges</li> <li>• Cryptocurrency regulations in Kenya (e.g., Central Bank of Kenya guidelines)</li> <li>• Local cryptocurrency community and industry players</li> </ul> </li> <li>• Revenue Collection: Demonstrate experience on projects related to revenue collection, including: <ul style="list-style-type: none"> <li>• Taxation and revenue authority regulations</li> <li>• Experience with revenue collection systems and processes in Kenya</li> </ul> </li> </ul>
	<p><b>5. Modernization of ERP solution</b></p> <ul style="list-style-type: none"> <li>• The bidder must be a certified SAP PE Service Partner</li> <li>• Domain knowledge in SAP ERP</li> <li>• Provide references or case studies for previous implementations of these modules</li> <li>• The bidder must provide a Manufacturer Authorization Form</li> </ul>

	<p>(SAP) for provision of SAP ERP</p> <p>The vendor must possess the following relevant SAP Certification:</p> <ul style="list-style-type: none"> <li>- FICO, MM, SRM, PM, BASIS, ABAP and FIORI</li> </ul>
6.	<p><b>Provision of End User productivity tools and equipment</b></p> <ul style="list-style-type: none"> <li>• Domain knowledge in End user productivity tools, including e-signing solutions</li> <li>• Competence in the Technical aspects of Information systems and end user productivity tools</li> <li>• Knowledge in preparation of hardware requirements and specifications</li> </ul>
7.	<p><b>Upgrade of the IT infrastructure</b></p> <ul style="list-style-type: none"> <li>• The vendor should be a professional firm or joint venture or a consortium with Enterprise IT/Data Center Networks, Cyber Security, Cloud Computing &amp; Expertise in Enterprise Storage,</li> <li>• Systems &amp; Database Management,</li> <li>• Power Backup Systems and with</li> <li>• Experience in supervision of implementation works in a Data Center of similar magnitude to KRA and of similar value and scope with the following competencies.</li> </ul>
8.	<p><b>Information Security initiatives</b></p> <ul style="list-style-type: none"> <li>• Proven expertise in cybersecurity domains including:</li> <li>• Security Operations Centre (SOC)</li> <li>• Firewalls, PAM, SIEM, vulnerability assessment, penetration testing,</li> <li>• Identity and access management</li> <li>• Data loss prevention</li> <li>• Database activity monitoring</li> <li>• Incident Response, advanced threat analytics,</li> <li>• Network Access Control solutions.</li> <li>• Relevant information security certifications</li> </ul>
9.	<p><b>Disaster Recovery Site</b></p> <ul style="list-style-type: none"> <li>• The vendor should be a professional firm or joint venture or a consortium with Enterprise IT/Data Center Networks, Cyber Security, Cloud Computing &amp; Expertise in Enterprise Storage,</li> <li>• Systems &amp; Database Management,</li> <li>• Power Backup Systems and with</li> <li>• Experience in supervision of implementation works in a Data Center of similar magnitude to KRA and of similar value and scope with the following competencies.</li> </ul>
10.	<p><b>Power Backup solution</b></p> <ul style="list-style-type: none"> <li>• Technical skills and experience in Design and Deployment of a Power Backup Solution.</li> <li>• Academic qualification in the field of Electrical and Electronic Engineering</li> <li>• Valid Professional Certification (s) in Power back up/ Solar Power Installation.</li> <li>• Degree or Post Graduate Degree in Electrical &amp; Electronics Engineering or related field.</li> <li>• Valid Professional Certification from OEMs or Regulatory Authorities</li> </ul>
11.	<p><b>Modernization of CRM and Unified Taxpayer Portal</b></p> <ul style="list-style-type: none"> <li>• Domain Knowledge in implementation of Customer Relationship Management</li> </ul>

	<ul style="list-style-type: none"> <li>• Business process re-engineering expertise</li> <li>• Minimum 5 years' Experience in selection and implementation of CRM platform that aligns with specific business needs</li> </ul>
	<p><b>12. Modernization of document management, messaging solutions and collaboration tools</b></p> <ol style="list-style-type: none"> <li>1. Domain Knowledge in electronic document management, messaging solutions and collaboration system.</li> <li>• Business process re-engineering expertise Minimum 5 years' Experience in selection and implementation of Document management system that aligns with specific business needs</li> </ol>
<b>7. Reference</b>	<p>Provide a list of at least two (2) reputable corporate clients where you have conducted a similar assignment. Attach documentary evidence i.e. Contracts/LSO</p> <p><b><i>Proof of satisfactory service from the clients listed above.</i></b></p> <p>Submit letters of reference/recommendation letters dated within six (6) months from the date of tender closing, from the client (on clients' letterhead), which should include: summary of services rendered, value of contracts and contact person, address and telephone numbers.</p>
<b>8. Assessment Parameters/ Criteria</b>	<ol style="list-style-type: none"> <li>A. Understanding of the TORs/assignment</li> <li>B. Competencies in the relevant areas</li> <li>C. Prior Experience in delivering a similar assignment within the last 3 years</li> <li>D. Experience of Team Lead in relevant areas</li> <li>E. References - Organizations of KRA size where a similar assignment undertaken</li> <li>F. Methodology</li> <li>G. Key Subject Matter Experts</li> </ol>
<b>9. Workplan</b>	<ul style="list-style-type: none"> <li>• Provide a summary of the assignment's work plan</li> <li>• Provide the activity schedule template</li> <li>• Indicate the timelines for each of the key activities</li> </ul>
<b>10. Terms of Payment</b>	<p>Payment will be made once the assignment is complete and shall be performance based i.e. It shall be conditional on the successful implementation of deliverables in phase II.</p> <p>The bidder should indicate the delivery milestones, cost payable and how the amounts have been arrived at.</p>

Technical and financial proposals will need to be submitted as separate documents. Financial proposals for non-responsive technical proposals will not be opened.

### **Supervision**

The vendor will report to the Deputy Commissioner, Information Communication Technology

**Disclaimer:** The material arising from the contract shall be the property of KRA and cannot be used without expressed written consent by the Authority.

## DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

A description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

The structure of your Technical Proposal:

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing; Provide organization structure, team composition and CV and certificates of the Key personnel.
4. In the case of a joint venture/consortium, a detailed responsibility matrix, as provided below, should be completed, indicating the responsibilities of each member in the joint venture/consortium. The responsibilities matrix should be aligned with the roles and responsibilities as captured in the Joint Venture/Consortium Agreement.
5. Write-up on the Overall Architecture and Modules of the solution as Section 5

<b>JOINT VENTURE / CONSORTIUM RESPONSIBILITY MATRIX</b>						
<b>Solution/Scope Component</b>	<b>Solution Scope Owner</b>	<b>OEM Bidder</b>	<b>Implementation Scope Owner</b>	<b>Level 1 Support Scope Owner</b>	<b>Level 2 Support Scope Owner</b>	<b>Level 3 Support Scope Owner</b>
Baseline assessment						
1. Modernization of domestic taxes systems						
2. Modernization of Customs and Border Control Systems						
3. Data Analytics centre of excellence						
4. Cryptocurrency Analysis Tool						
5. Modernization of ERP Solution						
6. Provision of End User Productivity tools and equipment						
7. Upgrade of IT Infrastructure						

8. Information Security Initiatives					
9. Implementation of Disaster Recovery Site					
10. Power Backup solution					
11. Modernization of Customer Relationship Management system (CRM) and Unified Taxpayer Portal					
12. Modernization of Document Management System, Messaging Solutions and collaboration tools					

### **PROPOSED FUNDING AND SUSTAINABILITY FRAMEWORK**

Recovery of the costings for Phase I shall be performance based i.e. It shall be tied to the successful implementation of deliverables in phase II.

In Phase II, the bidder should provide a detailed funding proposal detailing how they envision the full scope of the project outlined will be financed and supported throughout the term of the contract. The proposal should include a detailed sustainability framework proposed to support the sustainability of the project.

1. The funding and sustainability framework should detail the operating assumptions made in the development of the framework.
2. The funding and sustainability framework should detail the anticipated revenues generated through the proposed systems.
3. The funding and sustainability framework will detail the proposed capex funding and recovery framework on all fixed costs.
4. The funding and sustainability framework will provide a sensitivity analysis by considering a best case, most likely and worst-case scenarios validate the survivability of the sustainability framework even in the worst-case scenario.
5. The funding and sustainability framework will detail the project financing sources.
6. The funding and sustainability framework should detail any interventions needed from the government to support the proposed sustainability framework.

### **PRICE SCHEDULE/SUMMARY OF COSTS FOR BASELINE SURVEY**

<b>No</b>	<b>Description</b>	<b>Total cost inclusive of all applicable Taxes (Kshs.)</b>
1.	<b>Baseline survey (Phase I)</b>	

	<ul style="list-style-type: none"> <li>• Gap Analysis report</li> <li>• Enterprise Architecture Blue print</li> </ul>	
	<ul style="list-style-type: none"> <li>• Solution architecture</li> </ul>	
	<ul style="list-style-type: none"> <li>• Business Process Re-engineering documentation</li> </ul>	
	<ul style="list-style-type: none"> <li>• Terms of Reference for the 12 initiatives</li> </ul>	
	<ul style="list-style-type: none"> <li>• Design Documentation , data migration strategy and transition plan</li> </ul>	
3.	Implementation (Phase II)	TBA

**SECTION 6 CONDITIONS OF CONTRACT AND CONTRACT FORMS**



**AGREEMENT FOR THE DESIGN AND IMPLEMENTATION OF  
COMPREHENSIVE TECHNOLOGY LANDSCAPE MODERNIZATION FOR  
KENYA REVENUE AUTHORITY**

**CONTRACT NO: KRA/HQS/RFP/SPPP-001/2024-2025**

BETWEEN

**KENYA REVENUE AUTHORITY**

AND

[ ]

**DATE:**

## FORM OF CONTRACT

*[Form head paper of the*

**Procuring Entity] LUMP**

### SUM REMUNERATION

**This CONTRACT** (herein after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the “Procuring Entity”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

**[Note:** *In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:* “... (herein after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (herein after called the “Service Provider”).**]**

### WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

**NOW THEREFORE** the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The Form of Acceptance;
  - b) The Service Provider's Tender
  - c) The Special Conditions of Contract;
  - d) The General Conditions of Contract;
  - e) The Specifications;
  - f) The Priced Activity Schedule; and
  - g) The following Appendices: **[Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.***]**

Appendix A: Description of  
the Services

Appendix B: Schedule of  
Payments

Appendix C:  
Subcontractors

Appendix D: Breakdown of  
Contract Price

Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:

- The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of \_\_\_\_\_ *[name of Procuring Entity]*

\_\_\_\_\_*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

# GENERAL CONDITIONS OF CONTRACT FOR PHASE I

## 1. Definitions

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

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of its Tender;
- c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) “Procuring Entity” means the Procuring Entity or party who employs the Service Provider
- h) “Foreign Currency” means any currency other than the currency of Kenya;
- i) “GCC” means these General Conditions of Contract;
- j) “Government” means the Government of Kenya;
- k) “Local Currency” means Kenya shilling;
- l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) “Party” means the Procuring Entity or the Service Provider, as the case maybe, and “Parties” means both of them;
- n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) “Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) “Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Service Provider.
- w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

## **1.2 Applicable Law**

The Contract shall be interpreted in accordance with the Laws of Kenya.

## **1.3 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address specified in the Special Conditions of Contract.

## **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Kenya Revenue Authority may approve.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Kenya Revenue Authority or the Service Provider may be taken or executed by the officials specified in the Special Conditions of Contract.

## **1.7 Inspection and Audit by the PPRA**

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub-contractors and sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by

auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, *inter alia*, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## **1.8 Taxes and Duties**

The Service Provider, Sub-contractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the Special Conditions of Contract.

### **2.2 Commencement of Services**

#### **2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Kenya Revenue Authority for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

#### **2.2.2 Starting Date**

The Service Provider shall start carrying out the Services Thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the Special Conditions of Contract.

### **2.3 Intended Completion Date**

Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the Special Conditions of Contract. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages in accordance with Clause 3.8 of the Special and General Conditions of Contract; in this case, the Completion Date will be the date of completion of all activities.

### **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

#### **2.4.1 Value Engineering**

The Service Provider may prepare, at its own cost, a Value Engineering proposal at any

time during the performance of the Contract. The Value Engineering proposal shall, at a minimum, include the following:

- a) The proposed change(s), and a description of the difference to the existing Contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Kenya Revenue Authority may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality

The Kenya Revenue Authority may accept the Value Engineering proposal if the proposal demonstrates benefits that:

- a) Accelerates the delivery period; or
- b) Reduces the Contract Price or the lifecycle costs to the Kenya Revenue Authority; or
- c) Improves the quality, efficiency, safety or sustainability of the services; or
- d) Yields any other benefits to the Kenya Revenue Authority, without compromising the necessary functions of the Services.

If the value-engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Kenya Revenue Authority**

The Kenya Revenue Authority may Terminate this Contract, by not less than Thirty (30) days written notice of Termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of Its obligations under the Contract, within Thirty (30) days after being notified or within any further period as the Kenya Revenue Authority may have subsequently approved in writing.
- b) If the Service Provider becomes insolvent or bankrupt.
- c) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than Sixty (60) days.
- d) If the Service Provider, in the judgment of the Kenya Revenue Authority has engaged in Fraud and Corruption, as defined in Appendix 1 on Fraud and Corruption in the Tender Document, in competing for or in executing the Contract.

### **2.6.2 By the Service Provider**

The Service Provider may Terminate this Contract, by not less than Thirty (30) days written notice to the Kenya Revenue Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- a) If the Kenya Revenue Authority fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within Forty-Five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than Sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon Termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Kenya Revenue Authority shall make the following payments to the Service Provider:

- a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.
- b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

## **3 Obligations of the Service Provider**

### **3.1 General**

The Service Provider shall perform the Services in accordance with the Contractual Documents, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Kenya Revenue Authority, and shall at all times support and safeguard the Kenya Revenue Authority's legitimate interests in any dealings with Sub-contractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-contractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### **3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub-contractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Sub-contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya, which would conflict with the activities, assigned to them under this Contract.
- b) During the term of this Contract, neither the Service Provider nor their Sub-contractors shall hire public employee in active duty or on any type of leave, to perform any activity under this Contract.
- c) After the termination of this Contract, such other activities as may be specified in the Special Conditions of Contract.

### **3.3 Confidentiality**

The Service Provider, its Sub-contractors, and the Personnel of either of them shall not, either during the term or within Two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Kenya Revenue Authority's business or

operations without the prior written consent of the Kenya Revenue Authority.

### **3.4 Insurance**

The Service Provider shall take out and maintain, and shall cause any Sub-contractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Kenya Revenue Authority, Insurance against the risks, and for the coverage, as shall be specified in the Special Conditions of Contract; and at the Kenya Revenue Authority's request, shall provide evidence to the Kenya Revenue Authority showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Service Provider's Actions Requiring Kenya Revenue Authority's Prior Approval**

The Service Provider shall obtain the Kenya Revenue Authority's prior approval in writing before taking any of the following actions:

- a) Entering into a Sub-contract for the performance of any part of the Services;
- b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-contractors");
- c) Changing the Program of activities; and
- d) Any other action that may be specified in the Special Conditions of Contract.

### **3.6 Reporting Obligations**

The Service Provider shall submit to the Kenya Revenue Authority the reports and documents as specified in the Contractual Documents.

### **3.7 Documents Prepared by the Service Provider to Be the Property of the Kenya Revenue Authority**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Clause 3.6 shall become and remain the property of the Kenya Revenue Authority, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Kenya Revenue Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Special Conditions of Contract.

### **3.8 Liquidated Damages**

#### **3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Kenya Revenue Authority at the rate per day stated in the Special Conditions of Contract for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Special Conditions of Contract. The Kenya Revenue Authority may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

#### **3.8.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Kenya Revenue Authority shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5.

### **3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Kenya Revenue Authority's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 7.2 and specified in the Special Conditions of Contract.

## **3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Kenya Revenue Authority. The Performance Security shall be issued in an amount and form and by a Bank or Surety acceptable to the Kenya Revenue Authority, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Service Provider shall ensure that the Performance Security is valid and enforceable until the Service Provider has executed and completed the Services and been released from liability under this Contract.

## **3.10 Fraud and Corruption**

The Kenya Revenue Authority requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Kenya Revenue Authority requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other Party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other Party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **3.11 Sustainable Procurement**

The Service Provider shall conform to Sustainable Procurement Principles and the Sustainable Procurement Contractual provisions.

## **4 Service Provider's Personnel**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix C are hereby approved by the Kenya Revenue Authority.

### **4.2 Removal and/or Replacement of Personnel**

- a) Except as the Kenya Revenue Authority may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- b) If the Kenya Revenue Authority finds that any of the Personnel have; (i) committed serious misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Kenya Revenue Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Kenya Revenue Authority.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5 Obligations of the Kenya Revenue Authority**

### **5.1 Assistance and Exemptions**

The Kenya Revenue Authority shall use its best efforts to ensure that the Government shall provide the Service Provider with such assistance and exemptions as specified in the Special Conditions of Contract.

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 herein, as the case may be.

### **5.3 Services and Facilities**

The Kenya Revenue Authority shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## **6 Payments to the Service Provider**

### **6.1 Lump-sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses 2.4 and 6.3.

### **6.2 Contract Price**

- a) The Contract prices payable are set forth in the Price Schedule.
- b) The Contract prices shall be payable in Kenyan Currency.

### **6.3 Payment for Additional Services, and Performance Incentive Compensation**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 If the Special Conditions of Contract so specify, the Service Provider shall be paid

performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 Where the Contract price is different from the corrected tender price, in order to ensure the Service Provider is not paid less or more relative to the Contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows : ( corrected tender price – tender price) / tender price X100.

#### **6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule stated in the Special Conditions of Contract. Unless otherwise stated in the Special Conditions of Contract, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a Bank Guarantee for the same amount and shall be valid for the period stated in the Special Conditions of Contract. Any other payment shall be made after the conditions listed in the Special Conditions of Contract for such payment have been met, and the Service Provider has submitted an invoice to the Kenya Revenue Authority specifying the amount due.

#### **6.5 Interest on Delayed Payments**

If the Kenya Revenue Authority has delayed payments beyond Thirty (30) days after the due date stated in the Special Conditions of Contract, interest shall be paid to the Service Provider for each day of delay at the rate stated in Special Conditions of Contract.

#### **6.6 Price Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Special Conditions of Contract. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C \frac{I_{mc}}{I_{oc}}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are co-efficients specified in the Special Conditions of Contract, representing:  $A_c$  the non-adjustable portion;  $B_c$  the adjustable portion relative to labor costs; and  $C$ , the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and  $L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the

formula of the relevant currency. Zo is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

## **6.7 Day works**

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Kenya Revenue Authority has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Kenya Revenue Authority. Each completed form shall be verified and signed by the Kenya Revenue Authority representative as indicated in Clause 1.5 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Clause 6.7.2.

## **7 Quality Control**

### **7.1 Identifying Defects**

The principle and modalities of inspection of the Services by the Kenya Revenue Authority shall be as indicated in the Special Conditions of Contract. The Kenya Revenue Authority shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Kenya Revenue Authority may instruct the Service Provider to search for a Defect and to uncover and test any service that the Kenya Revenue Authority considers may have a Defect. Defect Liability Period is as defined in the Special Conditions of Contract.

### **7.2 Correction of Defects, and Lack of Performance Penalty**

- a) The Kenya Revenue Authority shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Kenya Revenue Authority's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Kenya Revenue Authority's notice, the Kenya Revenue Authority will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Clause 3.8.3.

## **8 Settlement of Disputes**

### **8.1 Service Provider's Claims**

8.1.1 If the Service Provider considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these

Conditions or otherwise in connection with the Contract, the Service Provider shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than Twenty Eight (28) days after the Service Provider became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Service Provider fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Service Provider shall not be entitled to additional payment, and the Kenya Revenue Authority shall be discharged from all liability in connection with the claim.

8.1.3 The Service Provider shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.

8.1.4 The Service Provider shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Kenya Revenue Authority's liability, the Project Manager may, after receiving any notice under this Clause, monitor the record-keeping and /or instruct the Service Provider to keep further contemporary records. The Service Provider shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within Forty-Two (42) days after the Service Provider became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Service Provider and approved by the Project Manager, the Service Provider shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Service Provider shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- b) The Service Provider shall send a final claim within Twenty Eight (28) days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Service Provider and approved by the Project Manager.

8.1.6 Within Forty-Two (42) days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Service Provider, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.7 Within the above defined period of Forty-Two (42) days and in accordance with provisions of the Contract, the Project Manager shall proceed to agree or determine; (i) the extension (if any) of the Time for Completion (before or after its expiry), and/or (ii) the additional payment (if any) to which the Service Provider is entitled under the Contract.

8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Service Provider shall only be entitled to payment for such part of the claim, as he has been able to substantiate.

8.1.9 If the Project Manager does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Clause 8.2 [Matters that may be referred to Arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause, which may apply to a claim. If the Contract or fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub- Clause.

## **8.2 Matters that may be referred to Arbitration**

8.2.1 Notwithstanding anything stated herein the following matters may be referred to Arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either Party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a Certificate has been improperly withheld or is not in accordance with these Conditions.
- d) Any dispute arising in respect of war risks or war damage.
- e) All other matters shall only be referred to Arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Kenya Revenue Authority and the Service Provider agree otherwise in writing.

## **8.3 Amicable Settlement**

8.3.1 Where a Notice of dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of Arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of dissatisfaction should move to commence Arbitration after the Fifty-Sixth day from the day on which a Notice of dissatisfaction was given, even if no attempt at an amicable settlement has been made.

## **8.4 Arbitration**

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Clause 8.3 shall be finally settled by Arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The Arbitrator(s) shall have full power to open up, review and revise any Certificate, determination, instruction, opinion or valuation of the Project

Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the Arbitrator(s) on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the Arbitrator(s) to the evidence, or to the reasons for dissatisfaction given in its Notice of dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any Arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

## **8.5 Arbitration with proceedings**

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either Party to the other with a request to submit it to Arbitration and to concur in the appointment of an Arbitrator within Thirty (30) days of the notice.

8.5.2 The dispute shall be referred to Arbitration and the final decision on the appointment of the Arbitrator shall be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying Party, by the Chairman or Vice Chairman of any of the following professional institutions:

- a) Law Society of Kenya; or
- b) Chartered Institute of Arbitrators (Kenya Branch).

8.5.3 The institution written to first by the aggrieved Party shall take precedence over all other institutions.

8.5.4 The Arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any Certificate to which the Service Provider may claim to be entitled to or the measurement and valuation referred to in Clause 6.3 of these Conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.5 Provided that no Arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying Party within Ninety (90) days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.6 Notwithstanding the issue of a notice as stated above, the Arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any Certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such Certificate, opinion, decision requirement or notice had been given.

8.5.9 The award of such Arbitrator shall be final and binding upon the Parties.

## **8.6 Failure to Comply with Arbitrator's Decision**

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent Court of law.

## **9. The Adjudicator**

- 9.1 Should the Adjudicator resign or die, or should the Kenya Revenue Authority and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Kenya Revenue Authority and the Service Provider. In case of disagreement between the Kenya Revenue Authority and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Special Conditions of Contract at the request of either Party, within Fourteen (14) days of receipt of such request.
- 9.2 The Adjudicator shall be paid by the hour at the rate specified in the Tender Data Sheet and Special Conditions of Contract, together with reimbursable expenses of the type's specified in the Special Conditions of Contract, and the cost shall be divided equally between the Kenya Revenue Authority and the Service Provider, whatever decision is reached by the Adjudicator.
- 9.3 Either Party may refer a decision of the Adjudicator to an Arbitrator within Twenty Eight (28) days of the Adjudicator's written decision.
- 9.4 If neither Party refers the dispute to Arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

## **SECTION 8 - SPECIAL CONDITIONS OF CONTRACT FOR PHASE I**

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the General Conditions of Contract and the Special Conditions of Contract, the provisions of this Special Conditions of Contract herein shall prevail over those in the General Conditions of Contract.

Special Conditions of Contract as relates to the General Conditions of Contract.

### **REFERE AMENDMENTS OF, AND SUPPLEMENTS TO, CLAUSES IN THE GENERAL CONDITIONS OF CONTRACT**

1

#### **General Provisions**

##### **Definitions**

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

- (a) "The Adjudicator" -This is not applicable in this Contract.
- (f) "Day works"-This is not applicable in this Contract.
- (g) "Procuring Entity" means Kenya Revenue Authority.
- (h) "Foreign Currency"-This is not applicable in this Contract.
- (l) "Member"-This is not applicable in this Contract.
- (o) "Service Provider" means Safaricom PLC, the entity whose Tender to provide the Contractual Services has been accepted by KRA hereinafter referred to as the Service Provider or Contractor.
- (s) "Services" means the Provision of Consultancy services for the conduct of a baseline survey on the twelve (12) initiatives described in the Scope of Work during the contract term commencing from the date of Contract Execution and any other services to be provided by the Contractor as described in the Terms of Reference in Phase I of the Contract for the Design & Implementation of a Comprehensive Technology Platform for Kenya Revenue Authority.
- (t) "Sub-contractor"-This is not applicable in this Contract.
- (v) "Project Manager" means the person appointed, designated or nominated as such by KRA.
- (w) "Confidential information" means any information which is disclosed by either Party (Disclosing Party) to the other Party (Receiving Party) pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such) and all information that is not, otherwise, readily available to the public.

(x) "Intellectual Property Rights" shall mean patents, copyrights, design rights, rights in databases, trademarks and trade names, service marks, and other intellectual property rights (whether registered or unregistered) and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world.

## **1.4 Notices**

### **1.4.1 Address for Notices**

**KRA:**

Commissioner, Corporate Support Services,  
Kenya Revenue Authority  
Times Tower, Haile Selassie Avenue  
P. O. Box 48240 - 00100

**Nairobi.**

**Tel: +254 709 017 188**

The Contractor:

The Chief Executive Officer  
Safaricom PLC

.....

P.O. Box.....

**Nairobi.**

**Tel:**

Email:

## **1.5 Location**

The Services shall be performed at KRA stations as identified by the Project Manager from time to time to ensure all KRA's business needs are catered for.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the KRA or the Contractor may be taken or executed by the Project Manager and the Contractor's authorized Representative.

## **1.8 Taxes and Duties**

The Contract Prices shall be inclusive of taxes.

## **2 Commencement, Completion, Modification and Termination of Contract**

### **2.2 Commencement of Services**

#### **2.2.2 Starting Date**

The Contractor shall provide the Contractual Services with effect from the date of execution of this contract.

#### **2.3 Intended Completion Date**

The Intended completion date shall be.....

#### **2.4 Modification**

The provisions of this Clause shall replace all the provisions at Clause 2.4 of the General Conditions of Contract.

**2.4 (a)** A request for amendment or variation of the Contract by either Party shall be processed by the receiving Party within Thirty (30) days of receipt of the request.

**2.4 (b)** Any Contract variations or amendments shall be considered strictly in accordance with Section 139 of the Public Procurement and Asset Disposal Act, 2015.

**2.4 (c)** Where Contract Price variation is allowed, the cumulative value of all Contract Price variation shall not exceed Twenty Five Percent (25%) of the original total Contract Price.

**2.4.1** **Value Engineering**  
All the provisions at Clause 2.4.1 of the General Conditions of Contract are not applicable in this Contract.

**2.5** **Force Majeure**  
The provisions of this Clause shall replace all the provisions under Clause 2.5 of the General Conditions of Contract.

**2.5.1** **Definition of Force Majeure**  
"Event of Force Majeure" means an event beyond the control of either Party, not attributable to any inaction by either Party which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 

- a) Acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b) Declared War, hostilities, invasion, act of foreign enemies or embargo;
- c) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; and
- e) Riots, commotion, strikes, go slows, lock outs or disorder, unless solely or attributable to the action or inaction of the Contractor.

**2.5.2** Should either Party be prevented from fulfilling this Contract owing to a contingency such as Force Majeure, the duty of the Contractor to provide the said Services shall be suspended until such circumstances shall have ceased. Provided that at any time during the period of such suspension either Party may serve upon the other Thirty (30) days written notice of termination unless the Contractor shall have resumed the provision of the said Services or circumstances will have changed before the expiry of such notice this Contract shall terminate in accordance with such notice.

**2.5.3** If a Party terminates this Contract pursuant to this Clause, KRA shall be liable to pay for all the Services rendered by the Contractor up to the date the Contractor suspended the provision of Services as a result of Force Majeure.

**2.6** **Termination**  
The provisions of this Clause shall replace all the provisions under Clause 2.6 of the General Conditions of Contract.

**2.6.1** **Termination for default**

**2.6.1.1** KRA may, without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Service Provider, 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 this Contract, or within any extension thereof granted by KRA.

- b) If the Contractor fails to perform any other obligation(s) under this Contract.
- c) If the Contractor, in the judgment of KRA has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

**2.6.1.2** In the event that KRA terminates this 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 Contractor shall be liable to KRA for any excess costs for such similar Services.

**2.6.1.3** The Contractor may terminate this Contract, by not less than Sixty (60) days' written notice to the Kenya Revenue Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.1.3:

- c) If the Kenya Revenue Authority fails to pay any monies due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 7 of the Special and General Conditions of Contract within Sixty (60) days after receiving written notice from the Contractor that such payment is overdue; or
- d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than Sixty (60) days.

## **2.6.2 Termination for Insolvency**

**2.6.2.1** KRA may at any time terminate the Contract by giving Fourteen (14) days written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent, has a receiving order issued against it or a receiver is appointed over any part of its undertaking or assets, compounds with its creditors, or, if a resolution is passed for the winding up of the Contractor, a resolution is passed or order made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, or if the Contractor takes or suffers any other analogous action in consequence of debt.

## **2.6.3 Termination for Convenience**

KRA may by Thirty (30) days written notice terminate this Contract in whole or in part at any time for convenience. The notice of termination shall state that termination is for convenience, the extent to which the Contract is terminated and the date on which such termination becomes effective. Upon termination, KRA will pay the Contractor the amount due for partially completed delivered Services.

## **2.6.4 Mutual Termination**

Both parties may, by notice of not less than Ninety (90) days to the due date, terminate this Contract by mutual agreement in writing. Such notice and/or agreement shall state:

- a) The effective date when the termination shall take effect.
- b) The respective obligations of the Parties upon termination in so far as they are not inconsistent with the provisions of this Contract.

## **2.6.5 Obligation of Parties upon Termination**

- a) KRA shall take charge of the work products/ Services produced by the Contractor Personnel in the performance of the Contractual Services.
- b) KRA shall retain the non-exclusive intellectual property rights to use the work products/ Services produced by the Service Provider's Personnel in the performance of the Contractual Services.
- c) The Service Provider shall be paid the amount owed for the delivered

Services.

### **3 Obligations of the Contractor**

#### **3.1 General**

**3.1.1** Obligations imposed on the Contractor at Clause 3.1 in the General Conditions of Contract shall apply to the Contractor's personnel.

#### **3.3 Confidentiality**

The provisions of this Clause shall replace all the provisions at Clause 3.3 of the General Conditions of Contract.

**3.3.1** Without the prior written consent of the other party, no party shall;

- a) Disclose the Contract, or any provision therefrom, or any specification, plan, drawing, pattern, sample, or information furnished in connection therewith, to any person other than a person employed by KRA or the Service Provider in the performance of the Contract.
- b) Make use of any document or information enumerated in Sub-Clause 3.3.1 (a) above.

**3.3.2** The parties hereto agree that except as provided by the provisions of any law, order, rule or regulation under which the parties are obliged regarding their ordinary business operations, or unless otherwise agreed in writing between them, the parties shall not disclose publicly or otherwise or describe any technical, legal, marketing, sales, information technology and all other information that relates to the Business and the business relationship between the parties and agree that they shall secure and keep such Information Confidential and:

- a) Use such Confidential Information only for the purposes of entering into a business transaction with the Disclosing Party, and not disclose such Confidential Information other than as set forth above unless the Disclosing Party shall have expressly authorized in writing such disclosure and;
- b) Neither party shall use any Confidential Information to compete or obtain any competitive or other advantage with respect to the other.

Notwithstanding the foregoing, the Receiving Party shall be entitled to release Confidential Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency; provided, however, in case of release pursuant to this Section, the Receiving Party shall limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Disclosing Party with sufficient advance notice to permit the Disclosing Party to seek a protective order or other order protecting its Confidential Information from disclosure.

#### **3.5 Contractor's Actions Requiring KRA's Prior Approval**

**3.5 (a)** The provisions at Clause 3.5 (a) of the General Conditions of Contract are not applicable in this Contract.

**3.5 (b)** The provisions at Clause 3.5 (b) of the General Conditions of Contract are not applicable in this Contract.

**3.5 (c)** The provisions at Clause 3.5 (c) of the General Conditions of Contract are not applicable in this Contract.

**3.5 (d)** The provisions at Clause 3.5 (d) of the General Conditions of Contract are not applicable in this Contract.

**3.6 Reporting Obligations**

**3.6.1** The Contractor shall submit such reports and documents as may be requested from time to time by KRA in relation to the contract.

**3.7 Documents Prepared by the Contractor to Be the Property of KRA**

Clause 3.3.1 of this Special Conditions of Contract limits the Contractor's use of the documents under Clause 3.7 of the General Conditions of Contract.

**3.8 Liquidated Damages**

The provisions of this Clause shall replace all the provisions at Clause 3.8 of the General Conditions of Contract.

**3.8.1** If the Service Provider fails to deliver any or all of the Services within the period(s) specified in this Contract, KRA shall, without prejudice to its other remedies under this Contract, deduct from the Contract Prices liquidated damages penalty as specified under Clause 3.8.2 below.

**3.8.2** If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost of the undelivered Services will be charged per day up to a maximum of Twenty (20) days. No deliveries shall be accepted after the Twentieth (20<sup>th</sup>) day in which case the LSO will automatically lapse and be deemed to have been cancelled at the close of business on the Twentieth (20<sup>th</sup>) day. In this Clause 'day' means 'calendar day'.

**3.9 Performance Security**

**3.9.1** If the terms of the Performance Security specify its expiry date, and the Service Provider has not become entitled to receive the performance Certificate by the date 28 days prior to the expiry date, the Service Provider shall extend the validity of the Performance Security until the Contractual Services have been completed and any defects have been remedied.

**3.9.2** Performance Security shall be issued in the form of a Bank Guarantee which shall be in the sum of.....

**4 Service Provider's Personnel**

All the provisions at Clause 4 of the General Conditions of Contract are not applicable in this Contract.

**5 Obligations of KRA**

**5.1 Assistance and Exemptions**

The provisions at Clause 5.1 of the General Conditions of Contract are not applicable in this Contract.

**5.3 Services and Facilities**

The provision at Clause 5.3 of the General Conditions of Contract is not applicable in this Contract.

**6 Payments to the Service Provider**

**6.1 Lump-Sum Remuneration**

All the provisions at Clause 6.1 of the General Conditions of Contract are not applicable in this Contract.

**6.3 Payment for Additional Services, and Performance Incentive Compensation**

All the provisions at Clause 6.3 of the General Conditions of Contract are not applicable in this Contract.

**6.4 Terms and Conditions of Payment**

**6.4.1** Remuneration shall be performance based upon successful implementation of the survey outcomes in the implementation phase (Phase II) under a cost recovery framework as shall be negotiated by the parties.

**6.4.2** No Advance Payments shall be made to the Service Provider.

**6.5** **Interest on Delayed Payments**

**6.5.1** The interest rate is 0%.

**6.5.2** There shall be no interest payable on account of delayed payments (*if any*).

**6.6** **Price adjustment**

All the provisions under Clause 6.6 of the General Conditions of Contract are not applicable in this Contract.

**6.7** **Day works**

All the provisions at Clause 6.7 of the General Conditions of Contract are not applicable in this Contract.

**7** **Quality Control**

**7.1** **Identifying defects**

The provisions of this Clause shall replace all the provisions at Clause 7.1 of the General Conditions of Contract.

**7.1.1** KRA or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications. KRA shall notify the Service Provider in writing in a timely manner, of the identity of any of Its representatives retained for these purposes.

**7.1.2** The inspections and tests may be conducted in the premises of the Service Provider or its Sub-contractor(s), at point of delivery, and if conducted on the premises of the Service Provider or its Sub-contractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KRA.

**7.1.3** Should any inspected or tested Services fail to conform to the Specifications, KRA may reject the Services and the Service Provider shall either replace the rejected Services or make alterations necessary to meet the specification requirements free of costs to KRA.

**7.1.4** KRA's right to inspect, test and where necessary, reject the Services after the delivery of Services shall in no way be limited or waived by reason of the Services having previously been inspected, tested and passed by KRA or its representative prior to the Services delivery.

**7.1.5** Nothing in this Clause 7 herein shall in any way release the Service Provider from any warranty or other obligations under this Contract.

**8** **Settlement of Disputes**

The provisions of this Clause shall replace all the provisions at Clause 8 of the General Conditions of Contract.

**8.1** KRA and the Contractor shall make every effort to amicably resolve any disagreement or dispute arising between them under/or in connection with this Contract by direct informal negotiations.

**8.2** 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 (1) Party of the other Party's request for such amicable settlement, shall be settled by Arbitration.

**8.3** Such Arbitration shall be conducted in Nairobi in accordance with 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. The seat of Arbitration shall be in Nairobi, Kenya.

**8.4** To the extent permissible by law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.

**8.5** The Arbitral Tribunal shall have no authority to award punitive damages or interest.

**9** **The Adjudicator**  
All the provisions at Clause 9 of the General Conditions of Contract are not applicable in this Contract.

**10.** **Intellectual Property Rights**

**10.1.** Parties agree to protect each other's pre-existing intellectual property rights and will accord due recognition of the property in the course of discharging obligations under this agreement. At the commencement of this agreement, Strathmore University owns all Background Intellectual Property connected with the design, content and presentation of the course subject to the provisions of 3 below

**10.2.** In case of inventions, parties will have a joint right to patent and will develop a perpetual gain sharing model for revenues/profits/dividends associated with such. For any inventions developed independently, the intellectual property will remain with the inventing party.

**10.3.** For the avoidance of doubt all Background Intellectual Property used in connection with the consultancy shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other Parties except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of any other Party save as granted by this Agreement.

**10.4.** Ownership of third-party software or other IPR to deliver services will remain with the relevant third party.

**10.5.** Where any Content is created or generated by two or more Parties jointly ("Joint Intellectual Property"), the joint creators will jointly own the same and those Parties shall apportion such ownership amongst themselves according to respective inventive contributions. The Parties agree that the process of commercialising the Joint Intellectual Property shall be the responsibility of the Party that made the greatest inventive contribution to the Joint Intellectual Property.

**10.6.** Each Party shall promptly disclose to the other(s) all Content generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to the Intellectual Property in the Content.

**11. DATA PROTECTION**

Each party to this agreement acknowledges the importance of protecting the privacy of all information provided by the other party and warrants that in dealing with data collected during this Agreement, they shall at all times strictly comply with the Data Protection Act No. 24 of 2019

The parties hereby agree that in dealing with data collected for the purposes of this relationship, the data shall be used only in accordance with the terms of this Agreement and for purposes connected to the provision of the services in accordance with the lawful and reasonable instructions of the party providing the data and with the consent of the data subjects.

Each party to this agreement shall:

- (a) Comply with the specific security and data protection obligations imposed on them in terms of all the applicable data protection Legislations and/or;
- (b) Take, implement and maintain all such technical and organizational security measures and procedure necessary or appropriate to preserve the security and confidentiality of information in its possession and to protect such confidential information against unauthorized or unlawful disclosure access or processing accidental loss destruction or damage.
- (c) The parties undertake and agree not to disclose to any unauthorized person any data compiled, collected or created as a result of their co-operation under this Agreement.

## **12.**

### **SEVERABILITY**

The invalidity, illegality or unenforceability of any of the provisions of this Agreement that are intended to be legally binding shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not a part of this Agreement.

## **13.**

### **NO WAIVER**

Failure by either Party to enforce any of the provisions of this Agreement that are intended to be legally binding shall not be construed as a waiver by such Party of any such provisions nor shall any such failure in any way affect the validity of this Agreement or any part thereof.

## LETTER OF AWARD

Subject: *Notification of Award Contract No.....*

This is to notify you that your Proposal dated \_\_\_\_\_ [insert date] for [name of the assignment] as negotiated with you for the contract amount of \_\_\_\_\_ [Insert amount in numbers and words and name of currency] is here by accepted.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within fourteen (14) days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Request of Proposals.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Procuring Entity: \_\_\_\_\_

**Attachment:** *Draft Negotiated Contract*

**BENEFICIAL OWNERSHIP DISCLOSURE FORM**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns*

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]  
 In response to the requirement in your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]  
 ii) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>1.</b>	Full Name	Directly-- ----- % of shares	Directly..... .....% of voting rights	4 Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes	iv) Exercises significant influence or control over the Company body of the Company (tenderer)
	National identity card number or Passport number	Indirectly----- % of shares	Indirectly----- % of voting rights		
	Personal Identification Number (where applicable)				

	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
	Nationality			-----No-----	Yes -----No-----
	Date of birth [dd/mm/yyyy]			5 Is this right held directly or indirectly?: Direct..... .....	-- v) Is this influence or control exercised directly or indirectly?
	Postal address			Indirect..... .....	Direct..... ..
	Residential address				Indirect..... ...
	Telephone number				
	Email address				
	Occupation or profession				
<b>2.</b>	Full Name		Directly-- -----% of shares	Directly.....% of voting rights Indirectly-----% of voting rights	3 Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No-----
	National identity card number or Passport number		Indirectly -----% of shares		ii) Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-----
	Personal Identification Number (where applicable)				iii) Is this influence or control exercised directly or indirectly?
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]			4 Is this right held directly or indirectly?: Direct.....	
	Postal address				
	Residential				

	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
	address			.....	Direct.....
	Telephone number			Indirect.....	..
	Email address			.....	Indirect.....
	Occupation or profession			...	...
<b>3.</b>					
<b>e.</b>					
<b>t.</b>					
<b>c.</b>					

iii) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

iv) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

1. holds at least ten percent of the issued shares in the company either directly or indirectly;
2. exercises at least ten percent of the voting rights in the company either directly or indirectly;
3. holds a right, directly or indirectly, to appoint or remove a director of the company; or
4. exercises significant influence or control, directly or indirectly, over the company.

v) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*  
[insert complete name of person duly authorized to sign the Tender]*

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date this ..... [insert date of signing] day of ..... [Insert month],  
[insert year]*

Bidder Official Stamp

*Request for Proposal Reference No.: ..... [insert*

*identification no] Name of the Assignment: ..... [insert*

*name of the assignment] to: ..... [insert complete name of Procuring Entity]*

*In response to your notification of award dated ..... [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]*

vi) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

**OR**

(i) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.*

**OR**

(ii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”*

*Name of the Bidder: .....\*[insert complete name of the Bidder]\_\_\_\_\_*

*Name of the person duly authorized to sign the Proposal on behalf of the Bidder: \*\* [insert complete name of person duly authorized to sign the Proposal]*

*Title of the person signing the Proposal: ..... [insert complete title of the person signing the Proposal]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date signed ..... [insert date of signing] day of..... [Insert month], [insert year]*

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*\*In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a Joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

*\*\*Person signing the Proposal shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Proposal Schedules.*