

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER DOCUMENT

**TENDER FOR PROVISION OF THREE YEAR CONTRACT
FOR NETWORK SECURITY MAINTENANCE SERVICES
AND LICENSE RENEWAL FOR CENTRAL BANK OF
KENYA (REF. NO.CBK/32/2018-2019)**

CLOSING DATE: 15TH OCTOBER, 2018 AT 10.30 A.M

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SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites sealed tenders from eligible suppliers for **PROVISION OF THREE YEAR CONTRACT FOR NETWORK SECURITY MAINTENANCE SERVICES AND LICENSE RENEWAL FOR CENTRAL BANK OF KENYA.**
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **The Ag. Director, General Services Department, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke**
3. A complete set of tender documents containing detailed information may be obtained **FREE OF CHARGE** from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, General Services Department on 5th Floor.
4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
5. Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00**, valid for **60 days** .Failure to attach the Tender Security will lead to automatic rejection of the proposal.
6. A pre-bid conference will be held on **8th October 2018 at 10.00 a.m.** in the GSD Conference Room on 5th floor, CBK Building. Bidders are requested to participate in it by sending their **technical personnel**.
7. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in the **Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue before **15th October 2018, at 10.30am**. Late bids will not be accepted and will be returned unopened.
8. Tenders will be opened immediately thereafter, i.e. on **15th October 2018 at 10.30am** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya Head Office, GSD Conference Room on 5th Floor**.

**AG. DIRECTOR,
GENERAL SERVICES DEPARTMENT**

GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Tenderer's Remarks
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and section III – General Conditions of the Contract, including Special Conditions of Contract. These Sections remain as they are in the tender document.	
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) OR by the relevant body of the domiciled country or the relevant tax payment compliance documentation issued by the country of operation valid at least up to the tender closing date.	
4	Provide documentary evidence that the company is authorized by the manufacturer of the items quoted	
5	Financial proposal containing priced schedules. Prices quoted to be inclusive of taxes	
6	Duly filled and signed Form of Tender in the format provided in the tender document	
7	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
8	Copy of Company profile. This should include testimonials of technical personnel, list of similar contracts done previously with supporting documents e.g. LPOs and Contracts.	
9	Duly filled and signed declaration form in the form provided	
10	Bid document to be serialized/paginated on all pages	
11	Bidders should use the Bank's tender document or ensure to align their documentation to it.	

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Tender Form and Price Schedules
- (vii) Tender Security Form
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Confidential Business Questionnaire

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be

supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

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

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

ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 **Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (*day, date and time of closing*)

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*day, date and time of closing*).

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

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at *(time, day and date of closing)* and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If

there is a discrepancy between words and figures the amount in words will prevail

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

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

2.27 Award of Contract

(a) Post-qualification

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) **Procuring Entity's Right to Accept or Reject any or all Tenders**

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the

annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

Instructions to tenderers	Particulars of appendix to Instructions to Tenderers
2.1.1	1(i) Eligible Tenderers shall be established firms that are dealing in supply, delivery, testing and commissioning of CISCO ISE MAINTENANCE SERVICES AND LICENSE RENEWAL.
2.2.2	The tender document is issued free of charge
2.4.1	Clarification may be sought 4 days before deadline for submission of tenders.
2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 except form specified in this tender document and any other document required in determining qualification of the tenderer in view of the evaluation criteria below.
2.9.2	Price quoted shall be net inclusive of VAT and all other taxes payable
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).
2.12.2	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00 , valid for 150 days .Failure to attach the Tender Security will lead to automatic rejection of the proposal
2.13.1	The validity period of the Tender shall be 120 days from the closing date of Tenders.
2.14.1	Bidders to submit one original of the tender document
1.16.1	Closing date of the Tender shall be 15th October 2018 at 10.30am
2.20.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.

2.27 Evaluation criteria

The received tenders will be evaluated in four stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2: Technical Evaluation
3. Stage 3: Financial Evaluation
4. Recommendations

Stage 1: Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the document

	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) Valid at least up to the date of tender opening.	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Manufacturer's Authorization Letter specific to this tender	
MR 5	Tenderers must submit with tender a Bid Bond of Kshs.50,000.00 (Shillings fifty thousand)	
MR 6	Provide copies of the audited accounts for the company for the accounting years of 2016 and 2017.	

Technical Evaluation Criteria

NO.	EVALUATION ATTRIBUTE	RESPONSE	WEIGHTING SCORE	MAX. SCORE %
T1	Full compliance with all the technical specifications as outlined in Section VI of the tender document.		<ul style="list-style-type: none"> • Full compliance with all the technical specifications- (40 marks) • Partial or non-compliance with any of the specifications- (0 marks) 	40
T2.	TECHNICAL STAFF		<ul style="list-style-type: none"> • 1 X Cisco Certified Network Professional Security (CCNP Security) (10 marks) • 1 x Checkpoint Certified Security Professional (CCSP) (10 marks) • 1 X Cisco Certified Network Professional Routing and Switching (CCNP R&S) (5 marks) 	25
	At least 3 technical staff with the following valid qualifications. <ol style="list-style-type: none"> i. Cisco Certified Network Professional Security (CCNP Security) ii. Checkpoint Certified Security Professional (CCSP) (10 marks) iii. Cisco Certified Network Professional Routing and Switching (CCNP R&S) (MUST attach copies of the certifications and CVs for each staff to score).			
3T.	PAST PERFORMANCE		<ul style="list-style-type: none"> • 1 X Implementation of Cisco ISE solution in a Bank. (20 marks) • 1 X Implementation of Cisco WSA, ESA or OpenDNS solution in a Bank. (20 marks) • 1 X Implementation of Cisco ISE solution in any institution: (5 marks) 	25
	Previous experience in handling at least 3 similar projects - Provide a list of major customers where the product has been implemented successfully. (MUST attach copies of reference letters/LPOs/ or Contracts from the customers and to score.)			
T4.	FININCIAL STABILITY			
	a) Profitability Margin		A margin above 30% will score 5 marks; 10-29 % 3 marks and below 10% no mark	5
	b) Liquidity Ratio		2:1 – 5 marks; 1:1 – 3 marks; less than 1:1 no mark	5
	TOTAL			100

Note:

✓ **Profitability Margin** = $\frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$

✓ **Current Ratio** = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

✓ **EBIT** = Earnings Before Interest and Taxes

STAGE 3: FINANCIAL EVALUATION

Bidders who score 75% and above in the technical evaluation stage will be progressed to the financial evaluation stage. Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids

STAGE 4: RECOMMENADTION

The lowest evaluated bid will be recommended for award of the **NETWORK SECURITY MAINTENANCE SERVICES AND LICENSE RENEWAL FOR CENTRAL BANK OF KENYA. (REF. NO.CBK/326/2018-2019)**

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The project to be undertaken is for supply, delivery, testing and commissioning of CISCO ISE MAINTENANCE SERVICES AND LICENSE RENEWAL to Central Bank of Kenya. The Central Bank of Kenya comprises of the Head Office in Nairobi, Branches in Mombasa, Kisumu and Eldoret. Currency Centres in Nakuru, Nyeri and Meru.
3.1 (d)	The procuring entity is The Central Bank of Kenya
3.7.1	A performance bond of 5% to be provided by the successful bidder.
3.7	The supervisor of the service under the contract is the Office of the Head IMS Division of Central Bank of Kenya
3.12	Payment to the successful bidder shall be made Immediately after successful upgrade on the basis of an invoice and signed certificate for the equipment/devices successfully delivered, implemented and services rendered. The certificate shall contain details of equipment, devices delivered, implanted and services rendered while invoices shall be for the value of all the above in accordance with the contract signed with the successful bidder. The certificate shall be signed by the Bank's representative before being forwarded for payment processing. Payment shall be made to the vendor/service provider within one month following the receipt of the invoice and signed certificate by the Bank representative.
3.9	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.14	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to an Arbitrator or to a court of law
3.17	The laws of Kenya shall apply

General conditions of contract reference	Special conditions of contract
3.18	The address to be used for purposes of notices will be: The Ag. Director, Department of Procurement and Logistics Services, P. O. Box 60000 – 00200, Nairobi. Email: supplies@centralbank.go.ke
Other	
i	Fixed Price Contract: The contract will be a fixed price contract and no variations will be permitted unless reasonably justified and agreed between the parties. This is allowable after 12 months of the contract date.
ii	Contract Period: The contract period is three years and will commence immediately after execution.
iii	Service Provision: The Tenderer shall compile the schedule of the service provision with a Service Level Agreement (SLA) indicating levels of service provision and second level escalation procedures.
iv	Service time: During contract period, the Supplier shall be required to make good all defects, provide the required support at their cost on a comprehensive basis.
v	The Vendor will be required to maintain a high standard of PERFORMANCE.
vi	In the event of non-performance of the vendor, the Bank will give the vendor a one month notice giving details of the shortcomings that the contractor is expected to rectify. If the vendor fails to show improvement in his/her performance during the one month notice then the Bank will terminate the contract and call up the Bank Guarantee provided by the vendor.

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICING

PRICING SCHEDULE

CBK HEAD OFFICE

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT COST	TOTAL COST
ISE LICENSES RENEWAL for 3 Years				
L-ISE-PLS-S-2500=	Cisco ISE 2500 Endpoint Plus Subscription License	1		
ISE-PLS-3YR-2500	Cisco ISE 3-Yr 2500 Endpoint Plus License	1		
L-ISE-PLS-S-250=	Cisco ISE 250 Endpoint Plus Subscription License	1		
ISE-PLS-3YR-250	Cisco ISE 3-Yr 250 Endpoint Plus License	1		
L-ISE-APX-S-2500=	Cisco ISE 2500 Endpoint Apex Subscription License	1		
ISE-APX-3YR-2500	Cisco ISE 3-Yr 2500 Endpoint Apex License	1		
L-ISE-APX-S-250=	Cisco ISE 250 Endpoint Apex Subscription License	1		
ISE-APX-3YR-250	Cisco ISE 3-Yr 250 Endpoint Apex License	1		
Cisco ISE Servers SMARTNET - 3 Years				
CON-3SNT-SNS3415	3YR SNTC 8X5XNBD Small Secure Network	12		
VMware Licenses – 3 years				
VS6-OEPL-C	VMware vSphere 6 with Operations Management Enterprise Plus for 1 processor	8		
VS6-OEPL-3P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus for 3 year	8		
TACACS DEVICE ADMINISTRATION				
L-ISE-TACACS	Cisco ISE Device Administration License – Perpetual License	1		
TACACS+ Implementation	Implement TACACS+ on ISE for all network equipment (300 devices)	1		
Onsite Solution Support for 3 Years				
Onsite Solution support	Onsite Solution support for 3 Years	1		
TOTAL COST				
TOTAL COST				

KSMS

Part Number	Feature Licenses	Quantity	UNIT COST	TOTAL COST
Email Security Appliance Licenses - 3 Years				
ESA-AMP-LIC=	ESA Advanced Malware Protection Licenses	400		
ESA-IA-LIC=	ESA - Image Analyzer	400		
L-ESA-GSU-LIC=	ESA Graymail Safe - Unsubscribe License	400		
ESA-IMS-LIC=	ESA - Intelligent Multi Scan	400		
CON-SSSNT-C390	SOLN SUPP 8X5XNBD ESA C390 Email Secur	1		
Umbrella - OpenDNS				
UMB-WLAN	Umbrella WLAN	50		
UMB-PLATFORM-K9	Umbrella Subscription	500		
Web Security Appliance Licenses - 3 Years				
SMA-EMGT-LIC=	Email Management SW Bundle	900		
SMA-WMGT-LIC=	SMA centralized web management reporting license	900		
WSA-WSP-LIC=	Web Security Appliance	900		
WSA-AMP-LIC=	Web Security Appliance	900		
CON-SSSNT-S380-K9	SOLN SUPP 8X5XNBD WSA S380 Web Security Appliance with Softw	2		
Cisco Firepower Licenses – 3 Years				
L-FPR2120T-TMC=	Internet Edge Firewalls - L-FPR2120T-TMC= (URL, IPS, Malware)	2		
L-FPR2120T-TM=	Data Center Firewalls - L-FPR2120T-TM= (IPS, Malware)	2		
CON-SNT-FPR21GFN	SNTC-8X5XNBD Cisco Firepower 2120 NGFW Appliance, 1U	4		
CON-SNT-FMC1000K	SNTC-8X5XNBD Cisco Firepower Management Center 1000 C	1		
Cisco Security Management Appliance				
CON-3SNT-M380-K9	3YR SNTC 8X5XNBD SMA M380 Security Mgmt Appl with SW	1		
CISCO ISE Licenses - 3 Years				
L-ISE-PLS-1K=	Plus	1		
L-ISE-APX-S-1K=	ApeX	1		
CON-SNT-SNS3515K	SNTC-8X5XNBD Small Secure Network Server for ISE Appl	2		

Part Number	Feature Licenses	Quantity	UNIT COST	TOTAL COST
VMware – 3 years				
VMW-VSP-STD-1A=	VMware	6		
	VMware Support	6		
CHECK POINT – 3 years				
	Check Point NGTX Licenses for 2 existing 5400 appliances	2		
	H/W, S/W 3 yr. premium collaboration enterprise support	2		

Signature of tenderer _____

SECTION VI: TECHNICAL REQUIREMENTS

Executive Summary

Kenya School of Monetary Studies and Central Bank of Kenya (CBK) require a contract for provision of Network licenses and support for WSA, ESA, Checkpoint, VMware and Cisco Identity Services Engine (herein referred to as “ISE”). In addition, the bank requires to utilize the new device administration feature on ISE. In this regard, CBK, invites tenders to bid for the supply and installation of the network licenses for WSA, ESA, Checkpoint, VMware and Cisco Identity Services Engine. Hardware and software support for the WSA, ESA, Checkpoint and ISE equipment for a period of three (3) years. Solution support will include software upgrades, patches or hotfixes, break, and fix support for the solution.

The prospective tenderer will also be required to implement the Device Administration (TACACS+) functionality on the ISE deployment in Head Offices.

Tenders must demonstrate capacity to supply and install the requested network licenses and support for the various solutions throughout the entire contract period.

TECHNICAL SPECIFICATIONS

Background

The Central Bank of Kenya has an existing Cisco Identity Services Engine (ISE) deployment for LAN and Wireless access for its Head Office, Marshalls Data Center, Kisumu and all its Currency Centers.

The deployment consists of twelve (12) Cisco Secure Network Servers, SNS 3415 distributed as shown in the table below:

Location	No of servers	Version
HQ	3	SNS-3415-K9
Kisumu	3	SNS-3415-K9
Marshalls	1	SNS-3415-K9
Eldoret	1	SNS-3415-K9
Nakuru	1	SNS-3415-K9
Nyeri	1	SNS-3415-K9
Meru	1	SNS-3415-K9
Mombasa	1	SNS-3415-K9

Based on the above server distribution, access control is localized per currency center with resiliency achieved with nearest currency failover. The prospective bidder will be required to ensure service uptime on an 8x5xNBD basis for all the servers.

The bidders are required to indicate the level of compliance to the following minimum technical specifications in this table by stating as follows: (FC: Fully Compliant, PC: Partially Compliant and NC: Not compliant).

The bidders **MUST** Fully Comply with **ALL** technical specifications items to score 40 (fourty) out of 40 (fourty) points. Failure to comply with **ANY** of the item(s) will earn a total score of 0 (zero) out of 40 (fourty) points. Technical specification scores shall **NOT** be weighted; the score will either be 40 (fourty) or 0 (zero).

It should be noted that the compliance level as given below will strictly be verified against the detailed bill of quantities provided. Any discrepancy between the bill of quantities and the level of compliance on the specifications below will NOT be scored.

Minimum Technical Specifications

Product Specifications

SKU	Description	Quantity	FC/PC/NC
CON-3SNT-SNS3415	3YR SNTC 8X5XNBD Small Secure Network	12	
L-ISE-PLS-S-2500=	Cisco ISE 2500 Endpoint Plus Subscription License for 3 YR	1	
L-ISE-PLS-S-250=	Cisco ISE 250 Endpoint Plus Subscription License for 3 YR	1	
L-ISE-APX-S-2500=	Cisco ISE 2500 Endpoint Apex Subscription License FOR 3 YR	1	
L-ISE-APX-S-250=	Cisco ISE 250 Endpoint Apex Subscription License FOR 3 YR	1	
L-ISE-TACACS	Cisco ISE Device Administration license	1	
VS6-OEPL-C	VMware vSphere 6 with Operations Management Enterprise Plus for 1 processor	8	
VS6-OEPL-3P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus for 3 year	8	
ESA-AMP-LIC=	ESA Advanced Malware Protection Licenses	400	
ESA-IA-LIC=	ESA - Image Analyzer	400	
L-ESA-GSU-LIC=	ESA Graymail Safe - Unsubscribe License	400	
ESA-IMS-LIC=	ESA - Intelligent Multi Scan	400	
CON-SSSNT-C390	SOLN SUPP 8X5XNBD ESA C390 Email Secur	1	
UMB-WLAN	Umbrella WLAN	50	
UMB-PLATFORM-K9	Umbrella Subscription	500	
SMA-EMGT-LIC=	Email Management SW Bundle	900	
SMA-WMGT-LIC=	SMA centralized web management reporting license	900	
WSA-WSP-LIC=	Web Security Appliance	900	
WSA-AMP-LIC=	Web Security Appliance	900	
CON-SSSNT-S380-K9	SOLN SUPP 8X5XNBD WSA S380 Web Security Appliance with Softw	2	
L-FPR2120T-TMC=	Internet Edge Firewalls - L-FPR2120T-TMC= (URL, IPS, Malware)	2	

L-FPR2120T-TM=	Data Center Firewalls - L-FPR2120T-TM= (IPS, Malware)	2	
CON-SNT-FPR21GFN	SNTC-8X5XNBD Cisco Firepower 2120 NGFW Appliance, 1U	4	
CON-SNT-FMC1000K	SNTC-8X5XNBD Cisco Firepower Management Center 1000 C	1	
CON-3SNT-M380-K9	3YR SNTC 8X5XNBD SMA M380 Security Mgmt Appl with SW	1	
L-ISE-PLS-1K=	Plus	1	
L-ISE-APX-S-1K=	ApeX	1	
CON-SNT-SNS3515K	SNTC-8X5XNBD Small Secure Network Server for ISE Appl	2	
VMW-VSP-STD-1A=	VMware	6	
	VMware Support	6	
	Check Point NGTX Licenses for 2 existing 5400 appliances	2	
	H/W, S/W 3 yr. premium collaboration enterprise support	2	

Other Requirements

For all of the technical specifications the bidder is expected explain in detail how the solution meets requirement or the development in progress to meet the requirement. This together with the bidder’s detailed proposal will be used to determine the understanding of the technical specification.

Customer Support, Service Level Agreements	FC/PC/NC	Comments
Hardware and software licenses for 36 months for all supplied items.		
The proposal shall include the details on support in reference to online support, phone support and onsite support.		
The proposal shall provide details on standard support response times, customer support, and service level agreements.		

Customer Support, Service Level Agreements	FC/PC/NC	Comments
<p>Onsite Engineering support Services for 36 Months for all hardware and software supplied.</p> <p>Support shall include but not limited to:</p> <ul style="list-style-type: none"> • Applying system updates and upgrades when required or as recommended by Cisco Systems. • Monthly review of ISE setup. The supplier will ensure all User Access switches are controlled/managed by Cisco ISE and the solution is working optimal. • The supplier to provide Quarterly reports on Cisco ISE status (This includes the number of devices managed and not managed if any). The supplier shall fix all issues identified. 		

SECTION VII- STANDARD FORMS

7.1 **Form of Tender:** The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and in accordance with the requirements included in the special conditions of contract.

7.2 **Contract Form:** Shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

7.3 **Confidential Business Questionnaire:** This forms should be completed by all the tenderers and submitted together with the bid.

7.4 **Tender Security:** When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

7.5 **Performance Security Form:** Should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

7.6 **The Principal's or Manufacturer's Authorization Form:** should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

7.7 **Letter of Notification of Award:** This form should not be completed at the time of summing the bid. The form is a sample to be used to notify the successful bidder.

8.6 **Form RB 1 :** This form should not be completed at the time of summing the bid. The form is a sample to be used by the tenderers to lodge any appeals.

7.1 FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of **120** days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

7.2 CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as _____ part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE/PROFILE OF THE COMPANY

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road.....</p> <p>Postal addressTel No.Fax</p> <p>Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time - Kshs.....</p> <p>Name of your</p>

bankers.....

.....

Branch

	Part 2 (a) - Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) - Partnership																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) - Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.				
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		

	4.
	Date.....Signature of Candidate.....

7.4 TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services]

(hereinafter called "the Tenderer").....

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

Of.....having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank] (*Amend accordingly if provided by Insurance Company*)

7.5 PERFORMANCE SECURITY FORM

To:

.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

supply.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.8 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
ofdated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the
above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that:

-

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary

7.9 DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and
address)

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)