PRIVATIZATION COMMISSION
Enhancing Kenya's Productive Capacity

11TH FLOOR, EXTELCOMS HOUSE
HAILE SELASSIE AVENUE
P.O. BOX 34542 – 00100
NAIROBI
EMAIL: info@pc.go.ke
TEL: +254 20 2212346-8

TENDER DOCUMENT

FOR

DELIVERY, COMMISSIONING AND MAINTENANCE OF ICT ENTERPRISE INFRASTRUCTURE AT PRIVATIZATION COMMISSION

REF NO: PC/033/2018-2019

OPEN NATIONAL TENDER

Launch Date: 7.05.2019
Closing Date: 21.05.2019 TIME: 11.00 A.M.

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SECTION I – INVITATION TO TENDER

P.O. Box - 34542 - 00100 Tel :+254 20 2212346/7/8 Fax :+254 20 2212237
Extelcoms House,11th Floor Haile Selassie Avenue Nairobi, Kenya
Email: info@pc.go.ke: www.pc.go.ke

LETTER OF INVITATION

Date: 07.05.2019

To all invited firms

RE: TENDER NO.: PC/033/2018-2019
DELIVERY, COMMISSIONING AND MAINTENANCE OF ICT ENTERPRISE INFRASTRUCTURE AT PRIVATIZATION COMMISSION

The Commission invites you to bid for the provision of the above caption services as specified.

The scope of the assignment is to host the **Delivery, Commissioning and Maintenance of ICT Enterprise Infrastructure at Privatization Commission** as specified in the description of services.

This tender document includes the following documents:-
Section I   -   Letter of Invitation (this letter);
Section II   -   Instructions to tenderers;
Section III   -   General Conditions of Contract;
Section IV   -   Special Conditions of contract;
Section V   -   Schedule of Requirements;
Section VI   -   Description of Services;
Section VII   -   Standard Forms;

Appendix A – Appendix to Instruction to tenderers.

Joseph Koskey
Executive Director/CEO

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the appendix 2.1.1 to instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender document.

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 unless where specially allowed under Acts of Parliament.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer 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 services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.2.2 The price to be charged for the hard copy tender document shall be Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  i) Instructions to tenderers
  ii) General Conditions of Contract

iii)   Special Conditions of contract
iv)   Schedule of Requirements
v)   Description of service
vi)   Form of tender
vii)   Price schedules
viii)   Contract form
ix)   Confidential business questionnaire form
x)   Tender security form
xi)   Performance security form
xii)   Principal's or manufacturers authorization form
xiii)   Declaration form

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

2.4   Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents"

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

2.5   Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6   Language of tender

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

2.7   Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8   Form of Tender

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

2.9   Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2   Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3   Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10   Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11   Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12   Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount as described in the appendix 2.12.2 to instructions to tenderers.

2.12.3 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 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

    a) A bank guarantee.

    b) Cash.

    c) Such insurance guarantee approved by the Authority.

    d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer 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.

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

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

2.15 Sealing and Marking of Tenders

2.15.1   The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER" and 'COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2   The inner and outer envelope shall:
(a)   Be addressed to the Privatization Commission at the address given in the Invitation to Tender.
(b)   Bear tender number and name in the invitation to tender and the words, 'DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions To Tenderers.

2.15.3 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". —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later **the date and time indicated in the Appendix to Instructions to Tenderers**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 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 2.12.7.

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

2.17.6 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.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **the date and time indicated in the Appendix to Instructions to Tenderers** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders 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 shall be sought, offered, or permitted.

2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 **Preliminary Examination and Responsiveness**

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

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

may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

2.21   Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22   Evaluation and comparison of tenders.

2.22.1 The Privatization Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Privatization Commission's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;
(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Privatization Commission requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Privatization Commission's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Privatization Commission may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The Procuring Entity shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-
  (a)   Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  (b)   Legal capacity to enter into a contract for procurement
  (c)   Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
  (d)   Shall not be debarred from participating in public procurement.

2.23. Contacting the Privatization Commission

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

2.23.2 Any effort by a tenderer to influence the Privatization Commission in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24   Award of Contract

a)   Post qualification

2.24.1 In the absence of pre-qualification, the Privatization Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Privatization Commission deems necessary and appropriate.

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

b)   Award Criteria

2.24.3 Subject to paragraph 2.22, the Privatization Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Privatization Commission 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 Privatization Commission's action. If the Privatization Commission determines that none of the tenderers is responsive; the Privatization Commission shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Privatization Commission pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27.1, the Privatization Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Privatization Commission notifies the successful tenderer that its tender has been accepted, the Privatization Commission will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Privatization Commission.

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

2.27 Performance Security

2.27.1 Within twenty eight (28) days of the receipt of notification of award from the Privatization Commission, 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 Privatization Commission.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Privatization Commission may make the award to the next lowest evaluated or call for new tenders.

2.28   Corrupt or Fraudulent Practices

2.28.1 The Privatization Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Privatization Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	All the invited firms through open tendering method
2.2.2	Soft copy of the tender document can be downloaded free of charge from the Commission's Website or the Public Procurement Information Portal.
2.4	For any clarification on this tender, please write to**:** **The Executive Director/CEO** **Privatization Commission** **Extelcoms House, 11th Floor** **P. O. Box 34542-00100** **NAIROBI** **Email: info@pc.go.ke; procurement@pc.go.ke** At least seven (7) days before the tender closing date
2.10	Particulars of other currencies allowed. **None**
2.11	Particulars of eligibility and qualifications documents of evidence required: - • Submission of two (2) sealed envelopes • Submission of all the documentation and requirements as outlined in the Schedule of Requirements and as per the submission format prescribed. • Compliance to the evaluation criteria as specified in this document
2.12.2	Tender Security shall be Kshs. **180,000.00.**
2.13	The bid shall be valid for 120 days from the date of tender opening
2.14.1	The bidder shall submit two copies (1No. original and 1No. copy) of their bid and a soft copy in flash or DVD media.
2.16.1	Tuesday 21st May 2019 at 11.00 A.M.

2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Office and recorded in the Tender Receiving Register, which should be signed by both the tenderers representative and PC staff receiving the document
2.18.1	**Date and Time:** Tuesday 21st May 2019 at 11.15 A.M. **Venue:** Main Boardroom, Extelcoms House, 11th Floor
2.20.1	The evaluation criteria at the preliminary stage shall be as stipulated in the Evaluation criteria section.
2.20.2	Correction of arithmetic errors **shall not** be allowed
2.22.1	**Stage 2: Technical Criteria** As per the provisions of the tender document **Stage 3: Financial Criteria** As per the provisions of the tender document
2.23	As per criteria indicated
2.26	The service provider shall be issued a Local Service Order (LSO) upon successful negotiations with the PC.
2.27.1	The performance security shall be 10% of the contract amount.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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 <u>Contract Form</u> signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) "The services" means services to be provided by the vendor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The vendor means the individual or firm providing the services under this Contract.

f) "GCC" means general conditions of contract contained in this

section g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2 **Application**

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

3.3 **Standards**

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

3.5 **Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design

tights arising from use of the services under the contract or any part thereof.

3.6 **Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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.

3.6.3 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) Cash.

    b) A bank guarantee.

    c) Such insurance guarantee approved by the Authority.
    d) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 **Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the

tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8   Payment

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

3.9   Prices

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

3.10   Assignment

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.

3.10   Termination for Default

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

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

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the vendor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be refered for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

a) Information that complements provisions of section III must be incorporated b)

Amendments and/or supplements to provision of section III, as necessitated
   by the circumstances of the specific service required must also be Incorporated

   Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

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	Special conditions of contract
3.6	Performance security shall be 10% of the contract value
3.7	The ICT Officer shall be in charge of the contract performance and shall certify the delivery of the services
3.8	This shall be negotiated and agreed upon during the negotiations
3.9	Not Allowed
3.14	Any dispute arising out of the Contract, which cannot be amicably settled, between the parties shall be referred to the Nairobi Centre for International Arbitration and the arbitration shall be in guided by the provisions of the Nairobi Centre for International Arbitration Act No. 26 of 2013.
3.15	English
3.17	Laws of Kenya
3.18	**Client:** ED/ Chief Executive Officer, Privatization Commission, Extelkom House, 11th Floor, Haile Selassie Avenue P.O. Box 34542 00100 NAIROBI. **Supplier:**

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

SECTION V – SCHEDULE OF REQUIREMENTS

DELIVERY, COMMISSIONING AND MAINTENANCE OF ICT ENTERPRISE INFRASTRUCTURE AT PRIVATIZATION COMMISSION

The schedule of requirements shall be as below: -

Activity No.	Activity Description	Service Provider Remarks
1	**Delivery, Commissioning and Maintenance of ICT Enterprise Infrastructure At Privatization Commission**	

SECTION VI   DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VI – DESCRIPTION OF SERVICES

RE: - DELIVERY, COMMISSIONING AND MAINTENANCE OF ICT ENTERPRISE INFRASTRUCTURE AT PRIVATIZATION COMMISSION

1.0 BACKGROUND

The Privatization Commission is a State Corporation established under Section 4 of the Privatization Act 2005). The Commission commenced its operations in January 2008, following the gazettment of Legal Notice No. 397 of 4th December 2008.

SCOPE OF WORK

The scope of the work will be:-

1. Delivery, installation and configuration of Servers, Storage equipment and software.
2. Delivery installation and mounting of Servers, Storage and all proposed equipment as outlined in the bid document.
3. Migrating/decommissioning current equipment to the decommissioned equipment as appropriate.
4. Cable management: organizing the current cabling to ensure neat cabling at the respective equipment at the server room.
5. Delivery, installation and configuration of the virtualization software.
6. Configuration of virtual machines as per PC recommendations.
7. Delivery, installation and configuration of all firewall features as stated in the compliance.
8. Delivery, installation and configuration of active directory.
9. Joining of users computers to the domain and ensuring users have the same experience i.e. user profile should be the same as prior to the migration from current active directory.
10. Supply, installation, testing and commissioning of the storage area network and the entire proposed implementation as per PC requirements.
11. Training of 2 ICT staff at external authorized training facility with a manufacturer authorized trainer (SAN Implementation). Training period shall be at least 5 days and be conducted on agreeable dates with PC. Cost to be catered for by bidder include:
    i) Return airfare
    ii) Airport transfers
    iii) Full board accommodation
    iv) Training conference facilities

Mandatory Documentation And Training

No.	Requirement	Bidder Response
1	Project plan & schedule (attach project plan & schedule sample. Bidders shall provide a detailed work plan of how the project will be implemented indicating key milestones and delivery timeline)	
2	Service Level Agreement (Attach sample SLA)	
3	Training of 2 ICT staff at external authorized training facility with a manufacturer authorized trainer (SAN Implementation). Training period shall be at least 5 days and be conducted on agreeable dates with PC. Cost to be catered for by bidder include airfare and transfers.	
4	Comprehensive Administration and technical on-premise training for at least 2 ICT staff (training plan shall focus on implementation and shall include but not limited to: - all equipment setup and maintenance, administration and backup, rules & policies, configuration & routing and application mapping & publishing. The training period shall be at least 5 days. The trainer shall prepare relevant documentation prior to the training, and send to the target ICT staff.	

INTERRUPTIONS

All bidders will be required to demonstrate that works will be done **WITHOUT** any interruptions to PC's critical systems.

ORDER

All bidders will be required to demonstrate that works will be done with utmost adherence to Organizational Safety and Health policies and standards. All debris will be gathered reasonably, carted away and the organization's order and cleanliness maintained during the project.

DOCUMENTATION

The bidder shall avail 2 documentation hard copies and 2 CD Soft copies to the Privatization Commission detailing the layout, the devices and components used in the systems which must include all information for future reference and maintenance.

SCHEDULE OF WORKS
It is expected that the project will be completed not later than ninety (90) days following the signing of the Contract.

The supplier is expected to adhere to these schedules with minimal variations as may be agreed with Privatization Commission to ensure continuity of critical operations.
The supplier must guarantee Installation completion and the Commissioning of completed works within the specified period agreed as indicated in the schedule.

DAMAGE TO EXISTING EQUIPMENT
Damages attributable to the vendor or the vendor's agents and/or assignees to any of the existing equipment or systems will be repaired or replaced at Privatization Commission's specifications by the vendor. The costs associated with such repairs and/or replacements will be borne by the Vendor on a cost-plus basis.

VENDOR'S RESPONSIBILITIES
The vendor shall do the work with due care and diligence and in accordance with contractual terms and in strict adherence to best industry practices.

WARRANTY
The bidder will be required to provide evidence of warranties for the equipment and software as appropriate.
The bidder shall warrant that all the work installations and equipment free from defects and if any defect is discovered; then the bidder shall take immediate action to replace the damaged device as required during the warranty period.

ACCEPTANCE
The Privatization Commission's acceptance will be based on visual inspection and satisfaction of the works done as well as with technical tests carried out and passed fully after completions. Acceptance will only be sanctioned after all technical tests have been ascertained to be in order, true and in visual control certified by the technical team on the works done by the vendor in strict compliance with the contractual terms.

Technical Specifications
The terms of reference stipulated below refers to the **Minimum requirements** as expected by Privatization Commission. Bidders are therefore expected to propose solutions that MUST be of these specifications or higher.

Minimum System/Equipment Requirements

Item	Description	Bidders Response	Compliance Yes/No
Server Requirements (QTY=1)			
Make/Brand	Specify		
Model	Specify		
Processor:	Intel® Xeon® Silver 4114 2.2Ghz		
Processor Sockets	2		
Number of core per processor sockets	10 Cores		
RAID Card:	PERC H730P+ RAID Controller, 2Gb NV Cache, Adapter		
HBA ADAPTER	16GB FC Dual-Port HBA adapters and Connectors		
Memory	128GB (16Gb *8)		
Hard disk	2*600GB 10K RPM SAS		
Form Factor	2U		
Network Controller	4*1GB		
Rack Mounting Kits	Sliding Ready Rails		
Optical Drive	16X DVD+/-RW ROM Drive SATA		
Power Cord	Dual Power Cords		
Power supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W		
Support	OEM support for 3 years		
STORAGE (QTY = 1)			
Make	Specify		

Item	Description	Bidders Response	Compliance Yes/No
Model	Specify		
Capacity	Usable capacity: > 24*900GB 10K SAS disks		
Hardware	Fully redundant hardware architecture, with dual, redundant controllers		
	The storage system should have redundant power supplies for the storage controllers and drive shelves. The drive shelves should support multi-path cabling for connectivity to the storage controllers.		
Rack	The storage system should be rack-mountable in industry-standard racks.		
System memory	The storage system should have at least 64GB of system memory, across the two controllers.		
	The storage system should have at least 1TB of read-cache, across the two controllers.		
Front-end connectivity (for hosts and clients)	4x 16 Gbps FC ports (2x per controller)		
	4x 10G Ethernet ports (2x per controller; usable for both SAN, NAS, FCoE, and IP-based replication)		
Back-end connectivity (for HDDs and drive shelves)	4x12Gbps SAS, with at least 2 ports per controller		
Drive expansion shelves	In the proposed storage solution (as well as for future upgrades), the drive shelves should have dual IO modules for redundancy.		
	All drive shelves should have at least two power supplies, for redundancy.		
Unified storage architecture	SAN and NAS data should be served by the same pair of controllers, using a common storage operating system.		
Raw Capacity	The Storage System Should scale to 1.2PB		
Firmware updates	The storage system should support online, non-disruptive firmware updates.		
Storage monitoring	The storage management GUI should allow for the monitoring and reporting of storage resources' utilization.		
Alerts	The storage system should support the identification of events such as the failure of a drive or a power-supply, and trigger emails to the specified recipients notifying about the event.		
HDD support	The storage system should support different types of HDDs to be used at the same time, attached to the proposed storage controller:		

Item	Description	Bidders Response	Compliance Yes/No
	> 7200 RPM HDDs > 10K RPM HDDs > SSDs		
RAID Support & protection	The storage array must support RAID1, Raid 10, RAID5 and RAID 6. The storage system should support single-parity, dual-parity, and triple-parity RAID protection schemes.		
Hot spares	The storage system should support the configuration of global hot spares, such that hot spares can be used immediately in case any of the data/parity drives within the system fails.		
Scalability	The storage system should be scalable to at least 140 HDDs/SSDs: > With optional, additional drive shelves > Without adding/changing/upgrading proposed storage system controllers > Without additional licenses		
Controller upgrade	In case scalability of more than 140 HDDs is required, the storage system should support the upgrade of controllers, without data migration.		
	In case scalability for higher performance or capacity is required, the storage system should support the upgrade of controllers, without data migration.		
Storage Software Requirements			
Protocols	The system should support the following protocols for use, from day one: > SAN protocols: FC, FCoE, and iSCSI > NAS protocols: NFS (v2, v3, and v4), pNFS, and CIFS(SMB 1.0, 2.0, and 2.1))		
Audit logs	The storage system should enable audit logs, to track user access to data.		
Licensing	The software features mentioned in the list below should be licensed for the maximum capacity of the proposed storage system, from day one. Addition of capacity in the future, should not require purchase of additional licenses for using these features.		
Thin provisioning	The storage system should support the creation of both thin- and fully-provisioned volumes. All the software features mentioned in the list below, should be supported for both types of volumes.		
Snapshots	The storage system should support the creation of local snapshot copies for quick backups and restores.		

Item	Description	Bidders Response	Compliance Yes/No
Thin clones	The storage system should support the creation of writeable clones of volumes. These clone volumes should not take additional space similar to the original volume, and should only take space to accommodate additions and changes to the volume clone, after the creation of the volume clone from the original volume.		
Replication	The storage system should support storage-based replication, for replicating data between storage systems of the same family, without the use of a backup server/host.		
	The storage system should support storage-based replication between remote sites, over FC or IP links.		
	The storage system should support at least 32 concurrent replication streams, so that multiple volumes can be replicated at the same time.		
Deduplication	The storage system should support block-level deduplication. This feature should identify duplicate blocks, and reduce them, to allow greater space savings.		
	The storage system should support the deduplication feature for all types of data and volumes, including production data, backup data, and archival data.		
Tiering	The storage system should support storage tiering, between HDDs and SSDs; the monitoring of workloads, to enable the use of SSDs as cache to improve system performance. This feature will enhance performace in a server/desktop virtualization environment.		
OS support	The storage system should support host connectivity for industry-standard operating systems, including Windows Server, Linux, Sun Solaris, AIX, HP-UX, and VMware ESX.		
Application-consistent snapshots	The storage system should support the creation of application-consistent snapshots from a GUI, manually or on a specified schedule.		
	The storage solution should provide a GUI to facilitate the creation of application-aware snapshots (for local and remote backups), and for the restoration of data from such snapshots, for applications e.g: > Oracle		

Item	Description	Bidders Response	Compliance Yes/No
	> Exchange > SQL Server > SAP > VMware ESX > Hyper-V		
36-month warranty	The entire, proposed storage solution, including both hardware and software, should be supported for at least 36 months.		
SAN Switch	Bidder should provide One SAN switch licensed with 8 Ports. The SAN switch should have 3 year warranty. See specs below.		
Implementation	The proposed storage solution should include the installation and implementation of the storage system at the client site, and integration with the network, for host and application connectivity.		
Virtualization Software			
Make and Version	Specify		
Licensing	Privatization Commission intends to virtualize One Server with 2 Physical Processors		
High Availability	The solution must provide high availability for applications running in virtual machines if a hardware or operating system failure occurs by automatically restarting the affected virtual machines on other production servers with spare capacity.		
Virtualization Software	The license proposed must be able to support seamless migration of virtual machine workload from any storage platform to another.		
Live Resource Expansion	The solution must support Hot-adding resources to applications VMs e.g. vCPU, vRAM Hot-plug/extend virtual disk, NICs etc		
Thin Provisioning	The virtualization solution must support dynamic allocation of shared storage capacity, enabling Privatization Commission to implement a tiered storage strategy while reducing upfront storage spending.		
Replication	The solution must support replication of virtual machine in live state between different hardware platforms.		
Warranty	One Year support		
Other Software			

Item	Description	Bidders Response	Compliance Yes/No
Windows 2016 (or latest) server for two physical processors eight cores each. For Ms Active Directory implementation.	Specify Version		
Latest Microsoft SQL Server Enterprise edition	Specify Version		

Firewall Requirements (Qty=1)

Item	Description	Bidders Response	Compliance Yes/No
Make	Specify		
Model	Specify Model & Version		
General Requirements			
1.	The solution must be appliance based and Must facilitate multi-application environment.		
2.	Must be a leader in the Gartner Enterprise Firewall and UTM Magic Quadrants		
3.	Must have the latest NSS recommendations for NGFW and DCIPS tests		
4.	The platform must use a security-hardened, purpose-built operating system, and Must support the deployment option in NGFW		
5.	The platform Must use hardware acceleration to optimize the packet, encryption/decryption and application level content processing.		
6.	Must support SD-WAN preferably with an independent validation recommendation		
7.	Must support open APIs for 3rd party solution integration		
Technical Requirements			
1.	Must support a minimum of 14xGE RJ45 Ports		
2.	Must support a firewall throughput of at least 4Gbps		
3.	Must support a minimum of 500Mbps production IPS throughput		
4.	Must support a minimum of 2,000,000 concurrent Sessions		
5.	Must support a minimum of at least 20,000 new sessions per second		
6.	Must support external token server integration		
Licence Requirements			
1.	Must be licensed with Web Filtering		
2.	Must be licensed with IPS		
3.	Must be licensed with gateway Anti-Malware/Anti-Virus		
4.	Must be licensed with Application Control		
5.	Must be licensed with an on-premise or cloud-based sandbox solution		
6.	Must be licensed with Mobile Security Services		
7.	Must be supplied with SSL VPN licenses for at least 200 users		
Firewall Features Requirements			
1.	The Firewall Must be ICSA/EAL 4/equivalent certifica for Enterprise Firewall or EAL 4 certified		
2.	It Must be possible to operate the firewall in "bridge mode" or "transparent mode" apart from the standard NAT mode		
3.	The Firewall must provide NAT functionality, including PAT.		
4.	Must support "Policy-based NAT"		

Item	Description	Bidders Response	Compliance Yes/No
5.	The Firewall Must provide advanced NAT capabilities, supporting NAT Traversal for services like SIP/H.323 /SCCP		
6.	Firewall Must support Voice based protocols like H.323, SIP, SCCP, MGCP etc and RTP Pinholing.		
7.	IPv6 support for both NAT and Transparent Mode		
Authentication Requirements			
1.	Support for authentication at the firewall policy level (Local and Remote)		
2.	Support for RSA SecureID or other Token based products		
3.	Support for external RADIUS, LDAP and TACACS+ integration for User and Administrator Authentication		
4.	Support for Native Windows Active Directory or Novell eDirectory Integration		
5.	Must support authentication based on LDAP Groups		
6.	Must support PKI / Digital Certificate based two-factor Authentication for both Users and Firewall Administrators		
Encryption/VPN Requirements			
1.	The VPN Must be integrated with firewall and Must be ICSA Labs or equivalent certified for both IPSec and SSL-TLS		
2.	Must support the following protocols:- • DES & 3DES • MD5, SHA-1 & the more secure SHA-256 authentication • Diffie-Hellman Group 1, Group 2, Group 5 & the more secure Group 14. • Internet Key Exchange (IKE) v1 as well as IKE v2 algorithm • The new encryption standard AES 128, 192 & 256 (Advanced Encryption Standard)		
3.	Must support Hub and Spoke VPN topology		
4.	IPSec NAT Traversal & Dead Peer Detection Must be supported		
5.	Must have integrated SSL VPN with no user license slab restriction. Please specify if the product does not follow the required licensing policy		
6.	Must support SSL Two-factor Authentication with Digital Certificates		
7.	Must support Windows, Linux and MAC OS for SSL-VPN (Must have always-on clients for these OS apart from browser based access)		
8.	Must support NAT within IPSec/SSL VPN tunnels		
Administration/Management Requirements			
1.	The device must support Web UI (HTTP/HTTPS) and CLI (Telnet / SSH) based Management		
2.	Must have configurable option to define remote access to the Firewall on any interface and restrict the same to a specific IP/Subnet (i.e. Trusted Hosts for Management)		
3.	There must be a means of connecting directly to the firewall through a console connection (RJ45 or DB9)		
4.	The device Must have SNMPv2c and SNMPv3 support (for sending alerts to NMS in case of threats and system failures).		
5.	Provision to generate automatic notification of events via mails / syslog		
6.	Provision to send alerts to multiple email recipients		
7.	Support for role based administration of firewall		
8.	Must support simultaneous login of Multiple Administrators.		

Item	Description	Bidders Response	Compliance Yes/No
9.	Must have provision to customize the dashboard (e.g: by selecting suitable Widgets)		
10.	The Firewall must provide a means for exporting the firewall rules set and configuration to a text file via Web or TFTP		
11.	Support for Image upgrade via FTP, TFTP and WebUI		
12.	Must support system software rollback to the previous version after upgrade		
Network IPS Requirements			
1.	Must have integrated Network Intrusion Prevention System (NGIPS) and Must be ICSA Labs or NSS Labs certified.		
2.	Must have a built-in Signature and Anomaly based IPS engine on the same unit		
3.	Must have protection for 3000+ signatures		
4.	Able to prevent denial of service and Distributed Denial of Service attacks.		
5.	Must be able to exclude certain hosts from scanning of particular signatures		
6.	Supports CVE-cross referencing of threats where applicable.		
7.	Must provide the facility to configure Profile based sensors (Client/Server) for ease of deployment		
8.	Must support granular tuning with option to configure Overrides for individual signatures.		
9.	Supports automatic Attack database updates directly over the internet. (i.e. no dependency on any intermediate device)		
10.	Supports attack recognition inside IPv6 encapsulated packets.		
11.	Supports user-defined signatures (i.e. Custom Signatures) with Regular Expressions.		
12.	Supports several prevention techniques including Drop-Packet, TCP-Reset (Client, Server & both) etc. List all prevention options		
13.	Must offer a variety of built-in responses including dashboard alerts, syslog / email notifications, SNMP traps and Packet Capture log. List all response options, excluding prevention responses		
14.	Must control popular IM/P2P applications regardless of port/protocol like Yahoo, MSN, Skype, AOL, ICQ etc.		
15.	Must have integrated Network Intrusion Prevention System (NGIPS) and Must be ICSA Labs or NSS Labs certified.		
16.	Must have a built-in Signature and Anomaly based IPS engine on the same unit		
Gateway Antivirus Requirements			
1.	The appliance Must facilitate embedded anti-virus support which is ICSA Labs or VB100 certified		
2.	Must include Antispyware and Worm Prevention		
3.	Must have option to schedule automatic updates of the new virus pattern.		
4.	Gateway AV Must be supported for real-time detection of viruses and malicious code for HTTP,HTTPS, FTP, SMTP, SMTPS, POP3 and IMAP, NNTP and IM		
5.	Must have configurable policy options to select what traffic to scan for viruses		
6.	Must have option to configure to respond to virus detection at the		

Item	Description	Bidders Response	Compliance Yes/No
	gateway in several ways ie. Delete the file, Alert email, Quarantine etc		
7.	Must have options to prevent user downloads based on file extension as well as file type		
Advanced Threat Protection Requirements			
1.	The solution Must be tightly integrated with the cloud threat mitigation in order to make the protection more effective and updated so as to minimize the occurrence of false positives.		
2.	The solution Must have multi layer of detection process with the malicious code emulation and execution in the VM environment.		
3.	The solution Must be able to inspect the web session to detect and notify the malicious web activity including malicious file downloads through the web/internet.		
4.	The solution Must be able to store payload and artifacts of the detected threats for further analysis and incident time lines that is with the third party as well.		
5.	The proposed solution Must have the ability to analyze, detect and block malware in common file formats including but not limited to executable, JAVA, PDF, MS Office documents, common multimedia contents such as JPEG, QuickTime, MP3 and ZIP/RAR/7ZIP/TNEF archives, asf, chm, com, dll, doc, docx, exe, gif, hip, htm, ico, jar, jpeg, jpg, mov, mps, mp4, pdf, png, ppsx, ppt, pptx, qt, rm, rtf, swf, tiff, url, vbs, vcf, xls, xlsx, bat, cmd, js, wsf, xml, flv, wav, avi, mpg, midi, vcs, lnk, csv, rm to prevent advanced Malware and Zero-day attacks.		
6.	The solution shall report source IP, destination IP, source port, destination port and complete URL of the attack. The solution Must also assign a unique identification number to each identified/detected threat for future reference.		
7.	The solution shall detect the entire infection lifecycle and provide stage-by-stage analysis of the attack starting from system exploitation to data exfiltration		
8.	The solution Must be part of an integrated model therefore it Must interact with other security network element in order to give full proof detection and correction model rather than having a point product.		
9.	The solution must be able to detect and report malware by using multiple client environments (operating systems with multiple service pack levels) supporting both x64 and x86 architectures.		
Web Content Filtering			
1.	The appliance Must facilitate embedded Web Content Filtering feature		
2.	Web content filtering solution Must work independently without the need to integrate with External proxy server.		
3.	Must have facility to block URL' based on categories. Must support HTTP and HTTPS based traffic.		
4.	URL database Must have more than 2 billion URLs under 70+ categories.		
5.	Must be able to block different categories/sites based on User Authentication.		
6.	Must have configurable parameters to block/allow unrated sites. Must have option to locally rate sites.		
7.	Must have configurable options to allow/deny access to web sites in		

Item	Description	Bidders Response	Compliance Yes/No
	case if the URL rating service is unavailable		
8.	Must have options to customize the "Blocked Webpage Message" information displayed to end users		
9.	Must have facility to schedule the configurations so that non-work related sites are blocked during office hrs and allow access to all sites except harmful sites during non-office hrs. Must also have time-based quota		
10.	The solution Must have options to block java applets, ActiveX as well as cookies		
11.	The solution Must be able to block URLs hosting spywares / adwares etc.		
12.	Must have configurable policy options to define the URL exempt list		
Anti-Spam Requirement			
1.	Must have integrated support for Antispam for the following protocols: SMTP/SMTPS, POP3/POP3S, IMAP/IMAPS		
2.	Antispam database Must have updates for Real-Time Blacklist and Open Relay Database Servers		
3.	Automatic Real-Time Updates of Antispam database		
4.	Must perform MIME Header Check		
5.	Must have facility for Keyword/Phrase Filtering		
6.	Must be configurable for IP Address Blacklist and Exempt List		
Central Management Appliance (QTY = 1)			
General Requirements			
1.	Solution Must support integrated logging, and tighter integration & correlation of events & policies		
2.	The proposed solution Must Support role based administrator		
3.	The proposed solution must have an inbuilt NOC and SOC dashboard		
4.	Support full Graphic summary reports, providing network wide reporting of events, activities, and trends		
5.	Must have Built in report templates		
6.	Allow Comprehensive alert builders		
7.	Simple and intuitive Google-like search experience and reports on network traffic, threats, network activities and trends across the network.		
8.	The solution must allow for the integration to 3rd party ticketing systems for automated ticket creation		
9.	The proposed solution must have IOC integration and support		
Technical Requirements			
1.	Must be a virtual appliance that supports VMware ESX/ESXi 5.0/5.1/5.5/6.0/6.5/6.7, Microsoft Hyper-V 2008 R2/2012/2012 R2/2016, Citrix XenServer 6.0+		
2.	Must be able to analyze at least 1GB/Day of logs		
3.	Must support at least 1TB of storage		
4.	Must support Indicators of Compromise subscription		
5.	The proposed solution should be covered by 1 Year 24x7 support		

EVALUATION CRITERIA

No	Item	Marks
		(100)*
1.	**Mandatory Items**	
	Technical and Financial proposals in sealed separate envelopes	Mandatory
	Copy of certificate of incorporation	Mandatory
	A valid single business permit from county government.	Mandatory
	Copy of current valid tax compliance certificate.	Mandatory
	Duly filled, signed and stamped Power of Attorney.	Mandatory
	Duly signed and stamped Anti-corruption declaration.	Mandatory
	Duly signed and stamped statement in the bidder's letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings.	Mandatory
	Dully filled, signed and stamped Confidential Business Questionnaire	Mandatory
	Submit brochures and catalogues for **each** item in the proposed solution	Mandatory
	Bid Bond of **KSh. 180,000** valid for 30 days beyond the validity of the tender.	Mandatory
	Must submit copy of Manufacturer's Authorization Form for **each** item in the proposed solution.	Mandatory
	MUST provide proof of valid accreditation by **ICT Authority** of Kenya	Mandatory
	MUST provide valid 'Telecommunications Contractor' certificate from **Communications Authority** of Kenya	Mandatory
	MUST carry out a site survey and attach a duly signed and stamped eviden of the same.	Mandatory
1.	**Capacity of the Organization**	25
	Five (5) Reference letters from the clients (government) indicating value of projects undertaken and completed in the last 5 years where you have successfully implemented ICT systems that are similar or higher in scope. (Provide contact details, contracts amount, project details/deliverables and completion certificate/letter.)	
2.	**Technical Capacity of Key Staff (4 Staff)**	20

	Project Manager	
	System Engineer (Storage Expert)	
	System Engineer (Information Security Expert)	
	Network Engineer	
3.	**Methodology & Work Plan**	**25**
	Appropriateness of the methodology and technical response. Network and SAN Diagram – proposed network diagram detailing all the infrastructure components and their integration.	
	Clear and concise project implementation/execution plans with organization chart showing logical sequence of tasks, milestones with clear roles, responsibilities and reporting lines.	
	System Testing and migration plan	
4.	**Support & management**	**10**
	Helpdesk/Fault escalation mechanism. To include support plan after go-live, response turn-around-times and appropriateness of SLA	
	Detailed training plan for key PC super users and staff. MUST specify venue, course content and expected material for the manufacturer training for the proposed storage solution.	
	TOTAL	**80**

STAFF COMPETENCIES

AREA	DESCRIPTION	SCORE
Attach signed CVs accompanied by copies of Academic and specialization certificates for personnel proposed for administration and execution of the project. These are the staff PC expects to carry out the assignment as proposed.		
Project Manager	1. B.SC in Computer Science, Engineering, IT or related degree. 2. Have relevant certifications in Project Management e.g. PMP, Project + or equivalent. 3. Minimum of 6 years' professional experience in developing, implementing and managing scalable systems with competencies in network and hardware design, business continuity management (BCM), information security management and IT in general. Give a minimum of four projects; 2 must be government.	
System Engineer (Storage Expert)	1. B.SC/ in Computer Science, Engineering or related degree. 2. Have relevant certifications in hardware and storage deployment technologies e.g. HP, Lenovo, EMC, NetAPP, Oracle, HyperV etc. 3. 4+ years of relevant experience e.g. server hardware and software configuration, storage area network, virtualization and data domain	

AREA	DESCRIPTION	SCORE
	configuration. Give a minimum of four projects.	
System Engineer (Information Security Expert)	1. B.SC/ in Computer Science, Engineering or related degree. 2. Have relevant certifications in the area of system security e.g. Cisco, HP, IBM, Huawei, Fortinet, Checkpoint, SOPHOS etc. 3. 4+ years of experience in ICT security field and should have experience in ICT systems security design, development, Implementation. Give a minimum of four projects.	
Network Engineer	1. BSc or Diploma in computer science/IT or relevant field. 2. Have relevant certifications in the area of network design and configuration e.g. Cisco, HP, IBM, Huawei etc. 3. (3 Years) experience in network design and integration. Knowledge in router, switch, firewall configuration and structured cabling standards. Give reference of three projects.	

EVALUATION SUMMARY

The table below summarizes the overall evaluation process and the proposed weighting of each stage.

Stage	Area	Sub-Area	Rating/Scores
I.	Preliminary evaluation	Compliance evaluation	Elimination
II.	Technical Evaluation	Compliance to minimum technical specifications of software and equipment	Elimination
III.	Detailed Technical Evaluation (80%)	Proposed systems and capability of bidder evaluation	(Elimination <70%)
IV.	Financials (20%)	Financial proposal	20
	Total		**100**

The weights given to the Technical Score (T) and Financial Score C) are:

T= 0.80 (80%)
C= 0.20 (20%)

where
T+C = 1 (100%)

The Purchaser's evaluation of responsive bids will take into account technical

factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B = \frac{C_{low}}{C} \times X + \frac{T}{T_{high}} \times (1-X)$$

Where

C   =   Evaluated Bid Price

C low =   the lowest of all Evaluated Bid Prices among responsive bids

T   =   the total Technical Score awarded to the bid

Thigh =   the Technical Score achieved by the bid that   was scored highest among all responsive bids

X   =   weight for the Price as specified in the Tender documents

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract .

Award Criteria
The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.

DECLARATION

In case the successful bidder supplies substandard services and/or products or dissatisfaction on the part of Privatization Commission, the vendor shall bear the costs of replacing the products and/or cancellation of the award.

SECTION VII - STANDARD FORMS

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 *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 _____ 2019
[signature   [In   th   capacity   of]
Duly authorized to sign tender for and on behalf of___

PRICE SCHEDULE FOR SERVICES

Name of Tenderer _____

Tender Number _____.

Page ____ of _____.

1	2	3	5	6	7
Item	Description	Duration	Unit Price (Inclusive of VAT)	Total Price (Inclusive of VAT)	Price of other incidental services payable
1	DELIVERY, COMMISSIONING AND MAINTENANCE OF ICT ENTERPRISE INFRASTRUCTURE AT PRIVATIZATION COMMISSION				
Total KES					

Signature of tenderer _____

Stamp: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

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 ………. Viz……………………..[brief description of services] and has accepted a tender by the tenderer for the supply of those services 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.

4. 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 services 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 services 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 _____

(for the Procuring entity)

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

DELIVERY, COMMISSIONING AND MAINTENANCE OF ENTERPRISE INFRASTRUCTURE AND INTEGRATION OF IPCCTV, ACCESS CONTROL INSTALLATION AT PRIVATIZATION COMMISSION

SELF-DECLARATION FORM - ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*)---------------------------------- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —
a) The person shall be disqualified from entering into a contract for the procurement; or
b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name……………………………Signature……………………Date ………………
Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) ----------------------------------- declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.
Name………………………………Signature…………………………..Date …………
Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) ----------------------------------- declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name………………………………Signature…………………Date ………………
Company Seal / Business Stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s)
....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:..

Certificate of Incorporation / Registration No. ....

Location of business premises:

Country ....…...Physical address ....…..............

Town ....……................... Building...................................

Floor..Plot No. ….............................

Street / Road .... Postal Address ....

Postal / Country Code....................................Telephone No's…...............

Fax No's. .... E-mail address ....

Website ....

Contact Person (*Full Names*) .... Direct / Mobile No's.............

Title .... Power of Attorney (**Yes / No**)

If **Yes,** attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*) ....

(Applicable to Local suppliers only) Local Authority Trading License No. .... Expiry Date .... Value Added Tax No..

Value of the largest single assignment you have undertaken to date (***US$/KShs***) ....

Was this successfully undertaken? **Yes / No**. ……………………(If **Yes**, attach reference)

Name (s) of your banker (s) …………………………………………………………………

Branches ……………………………………… Tel No's. ….………………………….

Part 2 (a) – Sole Proprietor

Full names ……..…………………………………..……………………………………

Nationality…………………………………. Country of Origin……...………………

Company Profile ……………………………………………………………….
(*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships
Give details of partners as follows:

Full Names	**Nationality**	**Citizenship Details**	**Shares**

1. ……………………………………………………………………………………………

2. ……………………………………………………………………………………………

3.……………………………………………………………………………………………

4. ……………………………………………………………………………………………

Company Profile ……………………….(*Attach brochures*)

Part 2 (c) – Registered Company

Private or public ………………………………………….

Company Profile ……………………….(*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company

Nominal KShs ……………………..………………………….

Issued KShs ……………………..…………………………

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

Full Names	**Nationality**	**Citizenship Details**	**Shares**
1………………………….	………………	……………………	……….………
2………………………….	…………………	…………………	……….…..…..
3………………………….	…………………	………………	…….…..…..

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names ……………………………………………………………………………

Signature ……………………………………………………………………………

Dated this ………………………………….…………day of ……………..…… 2019.

In the capacity of ………………………………………………………………………

Duly authorized to sign Tender for and on behalf of ………………………………………..

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-
   a) …………………………………………………………………….………
   b) ………………………………………………………………...……….…
   c) ………………………………………………………………………………

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed ……………………………………………………………………………

For and on behalf of M/s ……………………………………...…………………………

In the capacity of …………………………………………………………………

Dated this …………………………………………….day of ……………………… 2019.

Suppliers' / Company's Official Rubber Stamp ……………………………………………

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

    a) …………………………………………………………………………………………

    b) …………………………………………………………………………………………

    c) …………………………………………………………………………………………

For and on behalf of M/s ……………………………………………………………………..

In the capacity of …………………………………………………………………………

Dated this …………………………………day of …………………………………2017

Suppliers' / Company's Official Rubber Stamp ………………………………………

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No ……………………….. (*Delete as necessary)* Institution ……………………………

………………………………   ………………………………   ………………………
(Title)   **(Signature)**   **(Date)**

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

Company Name	Country	Contract/ Order No.	Value
1…………………….	………………….	………………………….	……..……
2. …………………	………………….	………………………….	……..……
3…………………….	………………….	………………………….	……..……

Contact person (Full Names) …………………………………………………………………

E-mail address…………………………………………………………………………………….

    Cell phone no ………………………………………………………………………..

FORM RB 1

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REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION

NO……………OF……….….20……...

BETWEEN

………………………………………….APPLICANT AND

…………………………………RESPONDENT *(Procuring Entity)*

</div>

Request for review of the decision of the…………… (*Name of the Procuring Entity)* of ……………dated the…day of ………….20……….in the matter of Tender No……….…of …………..20…

<div align="center">

REQUEST FOR REVIEW

</div>

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 of………....20….………

SIGNED
Board Secretary