

**REPUBLIC OF KENYA**



**THE PRESIDENCY**

**MINISTRY OF PUBLICSERVICE, YOUTH &GENDER  
AFFAIRS**

**STATE DEPARTMENT OF PUBLIC SERVICE& YOUTH**

**NATIONAL YOUTH SERVICE**

**TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY & INSTALLATION OF IT SOFTWARE LICENCES  
FOR CLIENTS AND SERVERS AT NYS**

**TENDER NO: NYS/OT/007/2017-2018**

**NOVEMBER 2017**

**NYS/OT/007/2017-2018**

## TABLE OF CONTENTS

	PAGE
INTRODUCTION .....	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
Appendix to Instructions to Tenderers .....	21
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V TECHNICAL SPECIFICATIONS.....	32
SECTION VI SCHEDULE OF REQUIREMENTS.....	34
SECTION VII PRICE SCHEDULE FOR GOODS.....	35
SECTION VIII STANDARD FORMS.....	36
8.1 FORM OF TENDER.....	37
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	38
8.3 TENDER SECURITY FORM.....	39
8.4 CONTRACT FORM.....	40
8.5 PERFORMANCE SECURITY FORM.....	41
8.6 BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	42
8.7 MANUFACTURER’S AUTHORIZATION FORM.....	43

## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

**SECTION I**

**INVITATION TO TENDER**

**DATE:**

**3<sup>rd</sup> November, 2017**

**TENDER NO:**

**NYS/OT/007/2017- 2018**

**TENDER NAME:**

**SUPPLY, DELIVERY AND INSTALLATION  
OF IT SOFTWARE LICENSES FOR  
CLIENTS AND SERVERS AT NYS**

- 1.1 The National Youth Service invites sealed tenders from eligible candidates for **Supply, Delivery and installation of IT Software Licenses for Clients and Servers**
- 1.2 Invited eligible candidates may obtain further information from and inspect the tender documents at the **National Youth Service Headquarters 1st Floor, room 113 Head, Supply Chain Management's**, during normal working hours.
- 1.3 A complete set of tender documents may be obtained from the above office or downloaded from the Service website.
- 1.4 Submitted tender will be accompanied with a **2% Bid Security of the tender sum** in the form of Bank Guarantee from a reputable bank or from insurance company approved by the PPRA.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.6 Completed tender documents should be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at, **1<sup>st</sup> Floor, National Youth Service Headquarters Ruaraka along Thika Super Highway- Nairobi or be posted to**

**The Director General,  
National Youth Service**

**P.O Box 30379-00100 Nairobi**

**So as to be received on or before 28th November, 2017 at  
10.00 a.m.**

- 1.7 Tenders will be opened immediately thereafter at **10.00 a.m.** in the presence of the tenderers representatives who choose to attend the

**NYS/OT/007/2017-2018**

opening at **2<sup>nd</sup> Floor Board Room, National Youth Service Headquarters.**

Head, Supply Chain Management

**FOR: DIRECTOR GENERAL**

**SECTION II- INSTRUCTIONS TO TENDERERS**

**Table of Clauses**

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	8
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	9
2.10 Tender prices.....	9
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	0
2.13 Goods' eligibility and conformity to tender documents.....	10
2.14 Tender security.....	11
2.15 Validity of tenders.....	12
2.16 Format and signing of tenders.....	13
2.17 Sealing and marking of tenders.....	13
2.18 Deadline for submission of tender .....	14
2.19 Modification and withdrawal of tenders.....	14
2.20 Opening of tenders.....	15
2.21 Clarification of tenders.....	15
2.22 Preliminary examination.....	15
2.23 Conversion to single currency.....	16
2.24 Evaluation and comparison of tenders.....	16
2.25 Contacting the procuring entity.....	17
2.26 Award of contract.....	17
(a) Post qualification.....	17
(b) Award criteria.....	17
(c) Procuring entity's right to vary quantities....	18
(d) Procuring entity's right to accept or reject any or all tenders .....	18
2.27 Notification of award.....	18
2.28 Signing of contract.....	18
2.29 Performance security.....	19
2.30 Corrupt or fraudulent practices.....	19

## **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 VI.

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) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) 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 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 granting 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:
  
  - (c) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **28th November, 2017**
- 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 **28th November, 2017**
- 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 not 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 **28th November, 2017** 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 ate 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 any thing 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**

#### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<ul style="list-style-type: none"> <li>- <i>Submission of a certificate of registration or incorporation</i></li> <li>- <i>submission of a valid tax compliance certificate</i></li> <li>- <i>Dully filled and signed s33 (Confidential Business Questionnaire) form</i></li> <li>- <i>Dully completed and signed Form of Tender</i></li> <li>- <i>Power of Attorney or Signed authorization for the person signing the tender/bid</i></li> </ul>
2.14.1	<i>Bidders will be required to furnish the procuring entity with a <b>bid security of 2% of the tender sum</b> valid for at least <b>30days beyond</b> tender validity period</i>
2.15.1	<i>The tender validity period shall be <b>120 days</b> from the date of opening.</i>
2.18.1	<b>28th November, 2017</b>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security</i>

## EVALUATION CRITERIA

The evaluation of the tender will be done under the following three stages;

- a. Stage 1: Preliminary evaluation (Mandatory Requirements)

- b. Stage 2: Detailed technical evaluation
- c. Stage 3 Financial evaluation

**STAGE 1: PRELIMINARY EVALUATION**

<b>Item</b>	<b>Requirement</b>	<b>Provided (Y/N)</b>
a)	Certificate of Registration under the Companies Act (CAP 486)	
b)	PIN Certificate	
c)	Tax Compliance Certificate	
d)	Audited Accounts for last 2 years	
e)	Business Permit	
f)	Company Ownership (CR12)	
g)	Dully filled Confidential Business Questionnaire	
h)	Dully filled, signed & Stamped Form of Tender	
i)	Tender Security as per the invitation to tender	
j)	Site Visit Certificate	

**STAGE 2; DETAILED TECHNICAL EVALUATION**

**a) Company’s Experience and Qualifications in the proposed solution**

<b>Item</b>	<b>Bidder’s (company) Experience and Qualification</b>	<b>Max Score</b>	<b>Actual Score</b>
k)	Manufacturers Authorization letters for the various proposed solution(s)	10	

l)	The bidder MUST be a Partner (Silver Partner and above) with the vendor of the proposed server solutions – <i>Gold – Full marks and Silver - 12 Marks</i>  <i>Note: Provide a letter from the vendor and or link to the vendor’s partner search portal for evidence</i>	15	
m)	The bidder MUST be a Partner with the vendor of the proposed Edge Firewall solution (Silver level and above) – <i>Gold - Full marks and Silver - 8 Marks</i> <i>Note: Provide a letter from the vendor and or link to the Vendor's Partner search portal as evidence.</i>	10	
n)	Provide at least five (5) Customer reference letters for similar projects executed within the last 2 years. The projects MUST be from customers with over 500 users – <i>each customer reference - 5 marks</i>	25	
o)	The bidder MUST have current Support and Maintenance contract with at least 2 clients with 500 plus users supporting AT LEAST the following five 5 solutions: (must be supported by a copy of such contract for evidence) – <i>2 marks for each competency per contract letter/SLA</i> <ul style="list-style-type: none"> <li>- Corporate Email Messaging Solution</li> <li>- Document Sharing Portal</li> <li>- Directory Services</li> <li>- Systems Management and Monitoring</li> <li>- Server Operating Systems</li> </ul>	10	
p)	The bidder MUST have achieved competency from the vendor to deploy the following solutions: - <i>5 marks for each</i> <ul style="list-style-type: none"> <li>- Messaging</li> <li>- Datacenter Operating System</li> <li>- Desktop and Devices</li> <li>- Document Sharing Portal</li> </ul> <i>Note: Provide a letter from the vendor and a link to the Vendor’s competency search portal</i>	20	
q)	Bidder’s Help Desk Management System – The bidder MUST have a help Desk Management system that supports call logging and resolution. The system shall be accessible and used by NYS users during the Annual Support and Maintenance contract period.  <i>(Provide link to access the system)</i>	10	

<b>Total Score</b>	100	
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**b) Technical Staff Experience and Qualifications in the proposed solution**

Item	Individual Staff Qualification and experience	Max Score	Actual Score
	Two (2) individuals with Licensing Certifications on the solutions proposed. The individuals should be from the local office for ease of support provision – <i>each individual – 5 mks</i>	10	
	Three (3) individuals from the local office with at least 5 years of demonstrated experience in Designing and Implementing proposed server solutions – <i>each individual’s CV detailing projects done, certifications, years of experience, employment – 5 mks</i>	15	
	Three (3) individuals from the local office with certifications on the proposed Edge Firewall solution – <i>each Individual’s Certificate – 5 mks</i>	15	
	Three (3) individuals from the local office with certifications in the proposed Endpoint Security solution – <i>each Individual’s Certificate – 5 mks</i>	15	
	At least one person with Project Management certification in Prince2 or related from the local office	5	
	At least one local staff with <b>ITIL</b> certification	5	
	At least 3 Customer reference letters for 3 technical staffs for projects executed in the last 2 years. The project MUST be from customers with over 500 users – <i>each Technical Staff with relevant experience and a customer reference letter- 5 mks.</i>	15	
	At least 1 Certified Trainer from the local office in at least one of the solutions above	5	
	Provide certificates of individuals from local office with certifications from the vendor for the following solutions: -	10	

	<ul style="list-style-type: none"> <li>- Corporate Email – 2 Certifications – <i>max. 2.5 mks for compliance</i></li> <li>- Document Sharing – 2 Certifications – <i>max. 2.5 mks for compliance</i></li> <li>- Server OS – 2 Certifications– <i>max. 2.5 mks for compliance</i></li> <li>- Desktop and Devices - 2 Certifications– <i>max. 2.5 mks for compliance</i></li> </ul>		
	<p>Two (2) individuals from local office with certification in the System Management and monitoring solution proposed – <i>each certificate 2.5 marks.</i></p> <ul style="list-style-type: none"> <li>- First Certificate</li> <li>- Second Certificate</li> </ul>	5	
	<b>Total Score</b>	<b>100</b>	

**c) Proposed Solution Design Score Sheet**

<b>Item</b>	<b>Solution Design</b>	<b>Max Score</b>	<b>Bidder's Score</b>
<b>1.</b>	Directory Services Design	<b>20</b>	
<b>2.</b>	Dynamic Host Configuration Protocol Design	<b>10</b>	
<b>3.</b>	Corporate Mail Solution Design	<b>20</b>	
<b>4.</b>	Document Sharing Solution Design	<b>20</b>	
<b>5.</b>	Edge Firewall and Endpoint Protection design	<b>20</b>	
<b>6.</b>	System Management and monitoring design	<b>10</b>	
	Bidder's Total Score	<b>100%</b>	

**d) Solution Presentation by the Bidder's Project Team to the NYS Panel**

After the technical evaluation, the successful bidders will be invited to present their solution to a panel of NYS staff. The topics to be covered in the presentation are as listed in the table below:

	<b>Presentation Topic</b>	<b>Max Score</b>
1	About the Company	5



2	Understanding of the NYS requirements	5
3	Introduction to Project Team Composition/Roles	5
4	Project Methodology	5
5	Project Calendar/Schedule	5
6	Technical Presentation of the proposed Solution	45
7	Training Approach	10
8	Annual SLA management and Approach	20
	<b>Total</b>	<b>100%</b>

**NOTE:** Successful bidders must score a weighted score of 70% in the detailed technical evaluation to proceed to the next stage of evaluation.

**STAGE 3: FINACIAL EVALUATION**

The lowest evaluated bidder will be considered for award of the tender.

**Table of Clauses**

	Page
3.1 Definitions.....	24
3.2 Application.....	24
3.3 Country of Origin.....	24
3.4 Standards.....	25
3.5 Use of Contract documents and information.....	25
3.6 Patent Rights.....	25
3.7 Performance security.....	25
3.8 Inspection and Tests.....	26
3.9 Packing.....	27
3.10 Delivery and documents.....	27
3.11 Insurance .....	27
3.12 Payment.....	27
3.13 Price.....	28
3.14 Assignments.....	28
3.15 Sub contracts.....	28
3.16 Termination for default.....	28
3.17 Liquidated damages.....	29
3.18 Resolution of Disputes.....	29
3.19 Language and law.....	29
3.20 Force Majeure.....	29

## **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 thereof, 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 its 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**

### **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 goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

*(Complete as necessary)*

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## **5.2 PARTICULARS (TECHNICAL SPECIFICATIONS)**

### **5.2. Description of the Goods and Services Required**

#### **5.2.1 Introduction**

The National Youth Service is a government department established by an Act of Parliament (Cap 208 Laws of Kenya) on 1st September 1964. The twin purposes were to create a pool of technical, disciplined and organized human resource to undertake national development programmes and to alleviate youth unemployment in both formal and informal sectors by providing skills necessary for employment while promoting national cohesion.

#### **5.2.2 Background**

NYS is in the process of restructuring its ICT Infrastructure and Services to encompass the whole organization. The objective of the project is to provide a secure directory services and messaging solution in order to enhance collaboration within and outside the organization. In order to achieve this, NYS would like to collaborate with a competent partner to help in deploying these solutions using best practices and recommendations on latest technology. All the services will be offered centrally from NYS Headquarters along Thika road in Ruaraka, Nairobi.

#### **5.2.3 Current ICT Infrastructure**

The below table gives a brief description of the current IT infrastructure at NYS

<b>NYS Currently</b>	<b>Response</b>
Number of expected Users	2500
Number of Branches	23
Branch locations	To be provided on visit

Network infrastructure WAN/LAN	To be provided on visit
Client Operating System	Mixed
Server Operating System	None
Line of Business Application	None
Email Solution	None
Document Sharing Portal and Repository	folders
User Office Applications	Mixed Microsoft office
Endpoint Security	Kaspersky
Edge Security	None
Internet Connectivity	2 connections (Orange and Safaricom)
Datacenters	One at HQ

#### 5.2.4 Objectives

5.2.4.1 The objective of NYS use of ICT is built around three strategic priorities that together are directed at increasing productivity. The three Priorities are:

- i. Delivering Better Services
- ii. Engaging Openly, institutionalize business processes and
- iii. Improving NYS Operations.

5.2.4.2 The strategic actions that support each of the three priorities include:

- i. Enabling better services and building capability (Better Services)
- ii. Creating knowledge and collaborating effectively (Engaging Openly), and
- iii. Investing optimally and encouraging innovation (Improving Operations)
- iv. Improving the use of existing technology capability
- v. Integrating technology and policy
- vi. Improving program delivery capability

- vii. Developing ICT workforce and skills
- viii. Delivering easy to use online services
- ix. Increase automation of services
- x. Improving investment governance
- xi. Sharing computing resources and services
- xii. Delivering better ICT- enabled services
- xiii. Increasing IT awareness and early adoption
- xiv. Adopting new and emerging technologies

5.2.4.3 The technical objectives for NYS include:

- i. Having a centralized ICT environment managed at the HQ
- ii. One Directory Services for the organization
- iii. One messaging solution to cover the whole organization
- iv. Policy-based desktop lockdown and software distribution
- v. The ability to delegate administrative control over resources where appropriate
- vi. Simplified location and use of shared resources
- vii. Information Security on data on storage, in motion and in use
- viii. Gateway security at the edge of the network
- ix. Encryption of all traffic
- x. Data Loss Prevention
- xi. Central secure repository of official documents
- xii. Proactive

**5.2.5 Schedule of goods and Services**

The successful bidder/partner MUST note the following: -

- a. The National Youth Service has only one data center located at the headquarters in Ruaraka, Nairobi with future intention to scale this to a DR site for fail-over
- b. All servers and systems shall be centralized at the HQs, Nairobi and scaled to a second datacenter in future to act as a fail-over site for services

- c. The supply and implementation of software licenses will be done at the headquarters
- d. There is no existing Email and directory systems
- e. The user operating systems and user application versions are mixed
- f. National Youth Service has approximately 500 active users in number distributed across the country and it is expected to upscale to 2500
- g. The Partner will be required to deploy the software licenses and provide support for a period of minimum one (1) year.
- h. NYS is considering 500 users to use VDI
- i. The bidder must be a partner with the vendor of the solutions proposed
- j. The bidder will be required to visit the premises to gather further requirements for the proposal - a certificate will be issued to those who visit
- k. The bidder MUST understand the Licensing models of vendor solutions proposed in order to advise on the Licenses and quantities required.

**5.2.6 Bidder's Scope of Work:**

- a. Advise on the bill of material(s) required
- b. Supply of the hardware and licenses required
- c. Envisioning and Planning for the project
- d. Designing and implementation
- e. Installation of user end OS and Applications
- f. Deployment of Edge Firewall
- g. Train users on basic computer skills
- h. Train ICT officers on implementation and support
- i. Migrate all users and documents to the new environment
- j. Automate key internal processes
- k. Drive the adoption of the solutions deployed

- l. Commission the solution and hand over to NYS team
- m. Provide all the documentation for the project
- n. One Year contract for support and upgrade of the systems to latest versions

### **5.2.7 Bidder's Proposed Solution Designs**

For each of the solutions/products, the bidder must provide at least 4-page proposed best practices design for NYS.

### **5.2.8 Directory Services Design**

Directory Services proposed design should include logical diagrams and description of the same in the following areas:

- i. Proposed Logical Architecture Diagram
- ii. Software and Hardware requirements
- iii. High Availability and fault tolerance
- iv. Future Scalability of the solution
- v. DNS integration, service availability and resolution
- vi. Future Scalability of the solution
- vii. Solution Backup and restore
- viii. Directory Services Security
- ix. Organization Units' structure
- x. Proposed sample policies for the domain, servers and desktops
- xi. Backup and restore

### **5.2.9 Dynamic Host Configuration Protocol Design - DHCP**

The DHCP proposed design should include logical diagrams and description of the same in the following areas:

- i. IP Management Solution Logical Diagram
- ii. High Availability and fault tolerance option
- iii. IP Scopes and lease configuration



- iv. Backup and restore

### **5.2.10 Corporate Mail Solution Design**

Directory Services proposed design should include logical diagrams and description of the same in the following areas:

- i. Proposed Logical Architecture diagram
- ii. Software and Hardware sizing (Processor, RAM, Storage)
- iii. Mail System Storage Utilization Requirements
- iv. High Availability and fault tolerance
- v. Future Scalability of the solution
- vi. Integration with other proposed solutions (Document Portal, Database Systems, Edge Firewall)
- vii. Future offsite Datacenter Fail-over
- viii. Attachment opening services
- ix. Backup and restore

### **5.2.11 Document Sharing Solution Design**

- i. Proposed Logical Architecture diagram
- ii. Sample screen shots from the previous projects
- iii. Software and Hardware requirements
- iv. High Availability and fault tolerance provision
- v. Backup and restore
- vi. Future Scalability of the solution
- vii. Graphical and description of the taxonomy for the proposed document sharing portal
- viii. Proposed Security tiers for the Document Sharing Portal Infrastructure
- ix. Proposed permissions for access of data and information from the portal
- x. Integration with other proposed solution

### **5.2.12 Edge Firewall and Endpoint Protection design**

- i. Proposed Logical Architecture diagram
- ii. High Availability and fault tolerance
- iii. Backup and restore
- iv. Future Scalability of the solution
- v. Integration with Directory Services

### **5.2.13 System Management and monitoring design**

- i. Proposed Logical Architecture diagram
- ii. Software and Hardware requirements
- iii. High Availability and fault tolerance
- iv. Future Scalability of the solution
- v. Compatibility with other proposed solutions

## **5.3 Annual Support and Maintenance Contract Proposal**

This constitutes the main part of the “Annual Support and Maintenance Contract” as well as the Standard Daily On-Site Support Resource. However, this system support service also includes monitoring, management and evolutionary development of the infrastructure. This shall be carried out through the on-Site presence of at least one full-time staff member (about 225 days/yr), present every working day of the year and provision of 2 Levels of escalation on call-support on a 24/7 basis.

The Technical and Systems Support service shall further guarantee support for other applications, not included in the list above, in the following areas:

- Installation and support through centralized or other types of distribution, based on scripts and procedures
- Upgrading and or migrating the systems to latest versions
- Continuous NYS Process Automations through workflows

- Management of problems, including interfacing with third party apps.
- Ticket management through to problem resolution
- Skills Transfer to internal NYS ICT team
- Network Security and Patch Management
- Systems Upgrades to latest versions
- Help in ICT policy making and implementation
- Weekly Classroom Training to departmental users on different user applications

The bidder is therefore required to provide a detailed Proposal on how they will provide Support and Maintenance of systems under Annual Contract.

The proposal should cover at minimum the following topics: -

1. Support and Maintenance Provision description
2. Support and Maintenance Provision Approach
3. Support and Maintenance Provision Methodology
4. Deliverables under the Annual Contract
5. Support Service Request Process
6. Escalation Matrix
7. Support Severity Matrix
8. Support Hours Matrix
9. Team Staffing and Roles
10. Draft Contract

**SECTION VI - SCHEDULE OF REQUIREMENTS**

Number	Description	Quantity	Delivery schedule (shipment)
			In
			Weeks/months from _____ <sup>1</sup>

**5.4 Proposed solution/Product, Vendor, Features and benefits as per NYS requirements**

To achieve its objective, NYS requires certain products/solutions to be implemented. The bidder MUST propose a product/or solution, briefly describing it's features and benefits that he/she considers will meet NYS's requirements as listed in the table below.

***Note: Bidders may visit NYS HQs for site survey 7 days before closure of the tender to understand the requirement and determine the quantity of licenses to be supplied***

<b>Item</b>	<b>Solution Required</b>	<b>Bidder's Proposed Product/Solution</b>	<b>Vendor</b>	<b>Proposed Product/Solution Features and Benefits</b>
1.	Server Operating System			
2.	e-Mail server solution			
3	Client office application			
4	Client Operating System			

<sup>1</sup> The Procuring entity must specify here the date from which the delivery schedule will start. That date should be either the date of the contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form should include only a cross reference to this Schedule.

<b>Item</b>	<b>Solution Required</b>	<b>Bidder's Proposed Product/Solution</b>	<b>Vendor</b>	<b>Proposed Product/Solution Features and Benefits</b>
5	RDP Licenses			
6	Database Management System			
7	Virtual Desktop Access solution			
8	Document Sharing and repository Solution			
9	Management and monitoring solution			
10	Endpoint security solution			
11	Edge firewall security			
12	Data and Traffic Encryption Solution			
13	Data Loss Prevention Solution			
14	Required SSL Certificates			
15	Annual Support and Maintenance Contract and Training (1 Year)			

**5.5 Bill of Materials (Product/Solution quantities, reasons for the proposed quantities and use)**

The bidder to use the proposed product/solution listed in 5.3 above to propose the required quantities, justify the quantities and its use taking into consideration costs, high availability and performance.

This should follow the order of the proposed solutions in 5.3

<b>Item</b>	<b>Bidder's Proposed Product/Solution</b>	<b>Vendor</b>	<b>Qty</b>	<b>Reasons for the quantity and use</b>
1.				
2.				
3				
4				
5				
6				
7				
8				
9				
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11				
12				
13				
14				
15				

<b>Item</b>	<b>Bidder's Proposed Product/Solution</b>	<b>Vendor</b>	<b>Qty</b>	<b>Reasons for the quantity and use</b>

## 5.6 Clause by Clause Compliance with Technical Requirements

The bidder **MUST** provide clause-by-clause feature/capability compliance for the following solutions:

### 5.6.1 Directory Services

The directory services solution proposed MUST be able to provide the following feature requirements and capabilities and briefly explain how the solution/product is licensed

<b>Item</b>	<b>Feature Requirement /Capability</b>	<b>Comply (Y/N)</b>	<b>Feature Requirement /Capability Description</b>
<b>Proposed Brand/Product Name</b>			
<b>Product Vendor</b>			
<b>Product Version</b>			
<b>Licensing Model Description</b>			
1.	Centralized user accounts		
2.	Centralized policy management		
3.	Centralized security model		
4.	Delegated administration		
5.	Simplified deployment features		
i)	Rapid deployment		
ii)	Simple Migration tools		
iii)	Ready available Security templates		

<b>Item</b>	<b>Feature Requirement /Capability</b>	<b>Compl y (Y/N)</b>	<b>Feature Requirement /Capability Description</b>
6.	Server Management benefits		
i)	Simple model		
ii)	One set of tools		
iii)	Single design and data store		
iv)	Global security policy		
v)	Automatic deployment of security policies		
vi)	Efficiencies in security implementation		
7.	User Management Benefits		
i)	A single design and data store		
ii)	Efficient, access-controlled administration		
8.	Organizational Unit (OU) hierarchy		
9.	Shared and dedicated Web hosting authentication		
10.	Ability to provide fault tolerance		
11.	Integrate seamlessly with DNS		
12.	Support for IPV4 and IPV6		
13.	Scalability of the infrastructure		
14.	Ability to provide Roaming profiles		
15.	Federation Services		
16.	Direct Access		
17.	Cross-Domain Kerberos Constrained Delegation		
18.	Branch cache feature		
19.	Ability to integrate seamlessly with other solutions proposed		
20.	Recoverable directory services		



### 5.6.2 Corporate Email Solution

Item	Feature Requirement/Capability	Comply (Y/N)	Feature Requirement/Capability description
<b>Proposed Brand/Product Name</b>			
<b>Product Vendor</b>			
<b>Product Version</b>			
<b>Licensing Model Description</b>			
1	Management Console		
2	Admin Center		
3	Outlook on the Web		
4	Contact linking		
5	Calendar		
6	Search suggestions and refiners		
7	Pins and Flags		
8	Apps for Outlook		
9	Link preview		
10	Work in Offline Mode		
11	Support for Modern Authentication		
12	MAPI over HTTP		
13	Document Collaboration		
14	Data Loss Prevention		
15	Transport Rules		
16	In-place Archiving, retention and eDiscovery		
17	Public folder support for In-Place eDiscovery and In-Place Hold		
18	Compliance Search		
19	In-Place Hold		
20	In-Place eDiscovery:		
i)	Federated search		
ii)	Query-based In-Place Hold		
iii)	Export search results		
iv)	Keyword statistics		
v)	KQL syntax		

<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Feature Requirement/Capability description</b>
vi)	In-Place eDiscovery and Hold wizard		
21	Microsoft Rights Management connector		
22	Auditing		
23	Anti-malware protection		
24	Recipients Group Naming Policy		
25	Sharing and collaboration:		
i)	Public folders		
ii)	Shared mailboxes		
iii)	Site Mailboxes		
26	Batch Mailbox Moves		
27	Integration with Document Sharing portal		
28	High Availability and Site Resilience:		
i)	Managed availability		
ii)	Managed Store		
iii)	Support for multiple databases per disk		
iv)	Automatic reseed		
v)	Automatic recovery from storage failures		
vi)	Lagged copy to a redundant server		
vii)	Single copy alert		
29	Monitor the health of system resources		
30	Control how resources are consumed by individual users		
31	Unified Messaging and Voice Mail		
32	Retention Policies		

### 5.6.3 Document Sharing Portal

<b>Item</b>	<b>Feature Requirement /Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability description</b>
-------------	--	---------------------	--

<b>Item</b>	<b>Feature Requirement /Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
Proposed Brand/Product Name			
Product Vendor			
Product Version			
Licensing Model Description			
1	Web Browser accessible		
2	Social		
3	Departmental Sites		
4	Process Automation through Workflows		
5	External Access through Mobile Devices		
6	Anti-virus and Data Loss Prevention		
7	Site Security Design and implementation		
8	External Data access to other systems		
9	Project Server integration		
10	Setup a FAQ system to help users find answers quickly		
11	Implement a cost-effective contact management system		
12	E-learning		
13	Implement a course registration system		
14	Create site to support geographically dispersed		

<b>Item</b>	<b>Feature Requirement /Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability description</b>
	resources		
15	Build a modest project management system		
16	Setup a help desk system to track service requests		
17	Resource Booking and monitoring		
18	Manage staff calendar (out/in)		
19	Visitor Monitoring and Management		
20	Enterprise Search		
21	Online Apps		
22	ECM (Enterprise Content management)		
23	Customized Workflows		
24	Request management		
25	Drag and Drop,		
26	Simplified Sharing		
27	Complete re-Branding		
28	Social Network		

#### **5.6.4 Systems Management and Monitoring**

<b>Item</b>	<b>Feature Requirement/ Capability</b>	<b>Comply (Y/N)</b>	<b>Detailed Feature/Capability Description</b>

<b>Item</b>	<b>Feature Requirement/ Capability</b>	<b>Comply (Y/N)</b>	<b>Detailed Feature/Capability Description</b>
<b>Proposed Brand/Product Name</b>			
<b>Product Vendor</b>			
<b>Product Version</b>			
<b>Licensing Model Description</b>			
1	In-console updates		
2	Application delivery		
3	Dashboard reporting		
4	Device management		
5	Device compliance		
6	Virtual desktop management		
7	Endpoint Protection		
8	Compliance and settings management		
9	Software update management		
10	Power management		
11	Operating system deployment		
12	Client health and monitoring		
13	Asset intelligence		
14	Inventory		

<b>Item</b>	<b>Feature Requirement/ Capability</b>	<b>Comply (Y/N)</b>	<b>Detailed Feature/Capability Description</b>
15	Custom Reports		
16	Service Desk		
17	Systems Monitoring		
18	Virtual and Data Backup		
19	Application management		
20	Deliver Infrastructure as a service (IaaS)		
21	Mobile device Management		
22	Orchestration		
23	Disk-based protection		
24	file data synchronization		
25	Tape-based protection		
26	Data Recovery		
27	Network Device Auto discovery		
28	Backup and Data Protection		
i)	Data Protection Policies		
ii)	Client and server protection		

<b>Item</b>	<b>Feature Requirement/ Capability</b>	<b>Comply (Y/N)</b>	<b>Detailed Feature/Capability Description</b>
iii)	Mail Protection		
iv)	Document Sharing Portal protection		
v)	Database Server protection		
vi)	Virtual Infrastructure and virtual machine protection		
vii)	Tape-based protection		
viii)	Data Recovery		
ix)	Endpoint Agent managed		

### 5.6.5 Endpoint Protection Requirements

Item	Feature Requirement/Capability	Comply (Y/N)	Detail Feature/Capability Description
<b>Proposed Brand/Product Name</b>			
<b>Product Vendor</b>			
<b>Product Version</b>			
<b>Licensing Model Description</b>			
1.	Web-based centralized management console.		
2.	Enhanced antivirus protection for desktops & servers		
3.	Management Console for both servers & desktop/laptop, mobile devices		
4.	Support Multi-Platform operating system (Windows, Mac, Android etc.)		
5.	Single, Configurable Installation		
6.	Integration with Directory Services		
7.	Automatic update of Antivirus Server from Vendor Site		
8.	Centralized scanning of all network machines		



<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
9.	Scheduled Scan and update from central Server.		
10.	Ability to capture Viruses, Trojans, Worms, Spyware and Malware, adware and PUA from single agent.		
11.	Host Intrusion Prevention System (HIPS) technology in 4 Layers		
12.	Run time detection technology		
13.	Manage security on multiple product versions and operating systems		
14.	Capability to clean, Quarantine or delete		
15.	Provide definitions with incremental updates of size typically between 25 and 50kb in size)		
16.	Capability for Files, folders or extensions exclusion		
17.	Silent scanning in the background with no noticeable performance impact		
18.	Easily create and apply a security policy		

<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
19.	Work seamlessly with UTM		
20.	Automatic submissions of unknown/suspected virus samples to vendor and automatic response/delivery of the cure		
21.	Built-in detection of malicious traffic		
22.	Ability to lock down all anti-virus configurations		
23.	Automatic distribution of updates and definitions		
24.	Remote virus sweeps initiation		
25.	Centralized event logging		
26.	Alerts on virus activity		
27.	APPLICATION Control module		
28.	Integrated DLP module		
29.	Integrated DEVICE control module		
30.	Live web protection module		
31.	Vendor Should have Threat analysis centers		
32.	Decision caching		

<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
	technology		
33.	Genotype technology.		
34.	Web Filtering for Minimum 14 Categories and Ability to Integrate with Full Web Security Functionality		
35.	Capabilities to Publish Updates through HTTP and Report Remote Machines through Internet.		
36.	Initial Deployment Agent Should not be more than 21 MB		
37.	Updates size in Kb		
38.	Data protection policy to Monitor data copied or shared through external Mediums and Internet Browsers		
39.	Device Blocking and Exceptions with Vendor and Model (Device ID)		
40.	Standalone AV scanner in a Bootable format for All OS's		
41.	Integrated HIPS for Easy of Management and Protection.		

<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
42.	Gartner MQ for OEM		
43.	Directory Services		
44.	Global Technical Support		
45.	Signature less Advanced malware cleaner		
46.	Next-generation technology solution		
47.	The Solution should not only detect and remove malware, but also capable enough to remove traces left behind on the system, such as other files and registry keys		
48.	Work along 3 <sup>rd</sup> party Endpoint protection solution if required		
49.	Signature-less technology		
50.	Capable of removing Potential Unwanted Applications (PUA)		
51.	Rootkits detection		
52.	Reputation based Live Protection		
53.	Replace infected resources with the original, safe version		
54.	Least performance impact on the endpoint		

<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
55.	Licensing model		
56.	Remote System Management Tools Scheduled scanning		
57.	Run on demand capabilities		
58.	Remote deployment		
59.	Capability for tracing browser cookies		
60.	Signature-less advanced zero-day anti-APT solution under the same central console		
61.	Gartner Magic Quadrant in Endpoint Protection for at least 5 years		
62.	GUI examination of threats by user		
63.	Email notification		
64.	Root Cause Analysis (RCA) capabilities		
65.	Local data storage		
66.	Report false positives to OEM		
67.	Integrating and manage other security solutions from the same centralized management console		

<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
68.	Capability to lock server and application whitelisting		
69.	Protect and manage server policies for auto scaling groups in AWS		

### 5.6.6 Next-Gen Edge Firewall

<b>Item</b>	<b>Feature requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
<b>1</b>	<b>Brand:</b>	Please specify	
<b>2</b>	<b>Model:</b>	Please specify	
<b>3</b>	<b>Country of Origin:</b>	Please specify	
<b>4</b>	<b>Hardware Features/Specifications</b>		
i	Processor: Multi-core Processing Technology		
ii	Form Factor: 2U Rackmount (sliding rails included)		
iii	Memory: Min 24 GB		
iv	HDD Storage: Min 300 GB Dual SSD (RAID-1)		
v	Ethernet Ports (Minimum): 8 x 1GbE built-in Copper Ports with additional 2 x Module Slots for extension of 1GbE Copper, 1 GbE		

Item	Feature requirement/Capability	Comply (Y/N)	Detail Feature/Capability Description
	SFP & 10GbE SFP+		
vi	I/O Ports: 2x Front USB 3.0, 1x Rear USB 3.0, 1x COM (RJ45) Front, 1x Rear VGA		
vii	Display: Multi-function LCD module		
viii	Power Supply: Internal auto-ranging 110-240VAC, 50-60 Hz Hot Swap Redundant Power Supply		
ix	Product Certifications (Safety, EMC): CB, CE, FCC Class A, VCCI, CTick, UL, CCC		
<b>5</b>	<b>Security Performance</b>		
i	Firewall Throughput: Minimum 60 Gbps		
ii	IPS throughput: Minimum 17 Gbps		
iii	VPN throughput: Minimum 8.4 Gbps		
iv	Antivirus throughput (proxy): Minimum 10 Gbps		
v	Concurrent connections: Min. 20,000,000		
vi	New connections/sec: Min. 200,000		
vii	Maximum licensed users: Unrestricted		
<b>6</b>	<b>Base Firewall Features</b>		
i	General Management		
ii	Firewall, Networking & Routing		
iii	Traffic Shaping & Quotas		
iv	Wireless Protection & Control		
v	Authentication		

<b>Item</b>	<b>Feature requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
vi	User Self-Service Portal		
vii	Base VPN Options		
viii	IPSec Client Options		
<b>7</b>	<b>Network Protection Features</b>		
i	Intrusion Prevention Systems (IPS)		
ii	Advance Threat Protection and Synchronized Security		
iii	Remote Ethernet Device (RED) VPN		
iv	Sandboxing		
v	Clientless VPN		
<b>8</b>	<b>Web Protection Features</b>		
i	Web Protection and Control		
ii	Application Protection and Control		
iii	Web & App Traffic Shaping		
<b>9</b>	<b>Web Server Protection Features</b>		
i).	Web Application Firewall Protection		
<b>10</b>	<b>Logging and Reporting</b>		
i.	Built-in on-box reports with customized reporting		
<b>11</b>	<b>Warranty and Support</b>		
i.	Hardware Warranty and Support		
<b>12</b>	<b>Security Subscriptions</b>		
i.	Subscription License		



Item	Feature requirement/Capability	Comply (Y/N)	Detail Feature/Capability Description
<b>13</b>	<b>Technical Training</b>		
i.	Technical Certification Training for two (2) ICT staffs		

### 5.6.7 Bandwidth Management and QoS Solution

Item	Feature Requirement/Capability	Comply (Y/N)	Detail Feature/Capability Description
<b>Proposed Brand/Product Name</b>			
<b>Product Vendor</b>			
<b>Product Version</b>			
<b>Licensing Model Description</b>			
1	Flexible network or user based traffic shaping (QoS) (enhanced Web and App traffic shaping options are included with the Web Protection Subscription)		
2	Set user-based traffic quotas on upload/download or total traffic and cyclical or non-cyclical		
3	Real-time VoIP optimization		

### 5.6.8 Data and Traffic Encryption Solution

Item	Feature Requirement/Capability	Comply Y/N	Detail Feature/Capability Description
<b>Proposed Brand/Product Name</b>			

Item	Feature Requirement/Capability	Comply Y/N	Detail Feature/Capability Description
<b>Product Vendor</b>			
<b>Product Version</b>			
<b>Licensing Model Description</b>			
1	SSL, IPSec, 256- bit AES/3DES, PFS, RSA, X.509 certificates, pre-shared key		
2	L2TP and PPTP Remote access: SSL, IPsec, iPhone/iPad/ Cisco/Android VPN client support		
3	SSL client for Windows and configuration download via user portal		
4	Authentication: Pre-Shared Key (PSK), PKI (X.509), Smartcards, Token and XAUTH		
5	Encryption: AES (128/192/256), DES, 3DES (112/168), Blowfish, RSA (up to 2048 Bit), DH groups 1/2/5/14, MD5 and SHA-256/384/512		
6	Intelligent split-tunneling for optimum traffic routing		
7	NAT-traversal support Client-monitor for graphical overview of connection status		

### 5.6.9 Data Loss Prevention

<b>Proposed Brand/Product Name</b>			
<b>Product Vendor</b>			
<b>Product Version</b>			
<b>Licensing Model Description</b>			
<b>Item</b>	<b>Feature Requirement/Capability</b>	<b>Comply (Y/N)</b>	<b>Detail Feature/Capability Description</b>
1	Patent-pending SPX encryption for one-way message encryption		
2	Recipient self-registration SPX password management		
3	Add attachments to SPX secure replies		
4	Completely transparent, no additional software or client required		
5	DLP engine with automatic scanning of emails and attachments for sensitive data		
6	Pre-packaged sensitive data type content control lists (CCLs) for PII, PCI, HIPAA, and more		

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

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

#### **8.1 FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)*) in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

4. We agree to abide by this Tender for a period of ..... *[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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

\_\_\_\_\_



**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 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

*Part 1 – General:*

Business Name  
 .....  
 Location of business premises.  
 .....  
 Plot No..... Street/Road  
 .....  
 Postal Address ..... Tel No. .... Fax  
 ..... E mail .....

Nature of Business  
 .....  
 Registration Certificate No.  
 .....  
 Maximum value of business which you can handle at any one time – Kshs.  
 .....  
 Name of your bankers ..... Branch  
 .....

	Part 2 (a) – Sole Proprietor																				
	Your name in full ..... Age ..... Nationality ..... Country of origin ..... <ul style="list-style-type: none"> <li>• Citizenship details              .....              .....</li> <li>•</li> </ul>																				
	Part 2 (b) Partnership																				
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Shares</th> <th style="width: 20%;">Nationality</th> </tr> </thead> <tbody> <tr> <td>Citizenship Details</td> <td></td> <td></td> <td></td> </tr> <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	Shares	Nationality	Citizenship Details				1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....
	Name	Shares	Nationality																		
Citizenship Details																					
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2.	.....	.....	.....																		
3.	.....	.....	.....																		



	<p>.....</p> <p>4. ....</p> <p>.....</p>																								
	<p>Part 2 (c) – Registered Company</p>																								
	<p>Private or Public</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">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> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Shares	1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....	5	.....	.....	.....
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2.	.....	.....	.....																						
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4.	.....	.....	.....																						
5	.....	.....	.....																						
	<p>Date ..... Signature of Candidate</p> <p>.....</p>																								

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

### 8.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called “the tenderer”) has submitted its tender dated  
..... [*date of submission of tender*] for the supply, installation  
and commissioning of ..... [*name and/or description*  
*of the equipment*] (hereinafter called “the Tender”)  
..... KNOW ALL PEOPLE by these  
presents that WE ..... of ..... having our  
registered office at ..... (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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

## 8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To .....  
[name of 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 of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

[date]

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**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

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

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

\_\_\_\_\_  
[signature for and on behalf of manufacturer]

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



**8.8 LETTER OF NOTIFICATION OF AWARD**

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

**8.9 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*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

**NYS/OT/007/2017-2018**

SIGNED  
Board Secretary