

REPUBLIC OF KENYA THE NATIONAL TREASURY AND PLANNING TREASURY BUILDING, HARAMBEE AVENUE PO BOX 30007 – 00100, NAIROBI, KENYA

FRAMEWORK TENDER

FOR

PROVISION OF ONSITE SUPPORT FOR NATIONAL TREASURY IFMIS SECURITY AND NETWORK INFRASTRUCTURE

TENDER NO. TNT/030/2019-2020

CLOSING DATE: THURSDAY 19TH MARCH, 2020 AT 11.00 A.M.

SECTION I INVITATION TO TENDER



REPUBLIC OF KENYA THE NATIONAL TREASURY AND PLANNING PROVISION OF ONSITE SUPPORT FOR NATIONAL TREASURY IFMIS SECURITY AND NETWORK INFRASTRUCTURE TENDER NO. TNT/030/2019-2020

The National Treasury invites Tenders from eligible candidates for Provision of Onsite Support for the National Treasury IFMIS Security and Network Infrastructure for a period of **Three (3 No,) Years**.

A complete set of Tender Documents may be downloaded by interested candidates Free of Charge at <u>http://treasury.go.ke</u> or <u>www.tender.go.ke</u> and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.

Completed Tender Documents both "Original" and "Copies", enclosed in plain sealed envelope, marked with the Tender Number shall be addressed to: -

The Principal Secretary, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya

Should be Deposited in the Tender Box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or **before Thursday 19th March, 2020 at 11.00 a.m.**

Bids shall be accompanied by a Bid Security of Kenya Shillings One Million Only (Kshs. 1,000,000.00) from a reputable financial institution in Kenya valid for 30 days beyond Tender Validity.

All Bid Documents must be serialized / paginated.

Tenders will be opened immediately after the closing date and time in the presence of candidates or their representatives who choose to attend at the Conference Room on 6th Floor, Conference Room 603 on **Thursday 19th March, 2020 at 11.00 a.m.**

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES. FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY

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SECTION II- INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 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 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 the firm or any of its officials 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 purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be changed for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
 - (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of particulars of tender
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form

- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form
- (xiv) A Securing Declaration Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of tender Documents

- 2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
 - (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8,
 2.9 and 2.10 below
 - (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
 - a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.
 - d) Such insurance guarantee approved by the Public Procurement Regulatory Authority
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
 - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare **an Original and Three copies** of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the three copies of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall be addressed to

The Principal Secretary, The National Treasury P.O. Box 30007 - 00100

Nairobi

bear tender number and name in the Invitation to Tender and the words, "DO NOT OPEN BEFORE Thursday 19th March, 2020 at 11.00 a.m.

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Thursday 19th March, 2020 at 11.00 a.m.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all

rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Thursday 19th March, 2020 at 11.00 a.m.** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 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 affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
 - (a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment scheduled and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.4 Preference where allowed in the evaluation of tenders shall not exceed 15%.
- 2.22.5 The evaluation committee shall evaluate the tenders within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's right to accept or reject any or all tenders

- 2.26.1 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. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 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.
- 2.26.3 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.

2.27 Notification of Award

- 2.27.1 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.
- 2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

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 simultaneously inform the other tenderers that their tenders have not been successful.
- 2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4The 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.

2.30 Performance Security

- 2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.
- 2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 tender 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. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 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 to the Appendix to the Instructions to Tenderers

- 1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses 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 particulars of the tender, 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 particulars of the tender to be also incorporated.
- 4. Section II should remain unchanged and can only be amended through the Appendix to Instructions to Tenderers.
- 5. Clauses to be included in this part must be consistent with the public procurement law and regulations.

Appendix to instructions to Tenderers

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

ITT Clause Number	Amendments and Supplements Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible; Eligible Candidates
2.4.1	The address for requesting clarification is: The Principal Secretary
	The National Treasury
	Harambee Avenue
	6 TH Floor, Room 619
	P.O.Box 30007 - 00100
	Nairobi
	Tel: +254 – 20 – 2252299
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.12.2	The Tender Security shall be; - Bid Security of Kenya Shilling One Million Only
2.12.2	(Kshs. 1,000,000.00) from a Reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity
2.13.1	The Tender validity period shall be 150 days.
2.14.1	The number of copies of the Tender to be completed and returned shall be:
	One (1) original and Five (5 No.) copies.
2.16.1	Tender shall be submitted to
	The Principal Secretary,
	The National Treasury
	Harambee Avenue
	6 [™] Floor, Room 619
	P.O. Box 30007-00100
	Nairobi
	The deadline for bid submission is:
	Date: Thursday 19th March, 2020 at 11.00 a.m.
2.18.1	The Tender opening shall take place at:
	The National Treasury
	Harambee Avenue, Nairobi – Kenya
	6 th Floor Conference Room,
	Date: - Thursday 19th March, 2020 at 11.00 a.m.

2.20.1	Preliminary Examination:
	The preliminary evaluation criteria will be as below: -
	Mandatory requirements:
	 Mandatory requirements: Certificate of Incorporation or Certificate of Registration (For each party/member of consortium in case of a joint venture) Valid current Tax Compliance Certificate (For each party/member of consortium in case of a joint venture) Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture) Duly filled, signed and stamped Confidential Business Questionnaire (For each party/member of consortium in case of a joint venture) Duly filled, signed and stamped Form of Tender (Prime / Lead bidder to provide) County Government Single Business Permit (Prime / Lead bidder to provide) Bid Security of Kenya Shillings One Million Only (Kshs. 1,000,000.00) from a Reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity. (Prime / Lead Bidder to provide) Must have a MAF for all the requested products i.e. IBM, Cisco. In case of a Joint venture/teaming agreement the lead/prime bidder MUST have a MAF for either Cisco or IBM, the rest of the MAFs can be
	provided by the consortium partners. 9. MUST have MAF for proposed virtualization server.
	10. Completed compliance for the detailed schedule of requirement / specifications
	AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.
2.22.1	Evaluation and Comparison of Tenders (Technical Evaluation)
	 All tender responses will be evaluated and the winning tender selected on the basis of "best value" in terms of technical superiority as well as cost
	the basis of "best value" in terms of technical superiority as well as cost effectiveness.
	 The pass mark for Technical score to be 70%;
	• Any bidder who scores 70% and above, based on evaluation criteria
	provided in the terms of reference, shall be considered for financial
2.24	evaluation.
2.24 2.25.1	Post – qualification shall "be undertaken" Yes Award Criteria: The lowest evaluated bidder
2.25.1	Particulars of performance security if applicable 10% of the contract sum from
2.30.1	a reputable financial institution in Kenya

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

3.2 Application

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

3.3 Country of Origin

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Patent Rights

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

3.7 Performance Security

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

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14 Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require

adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 1. The clauses in this section are intended to assist the procuring entity in providing contractspecific information in relation to corresponding clauses in the General Conditions of Contract
- 2. 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 particulars of the tender. 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 particulars of the tender must also be incorporated.
- 3. Section III should remain unchanged and can only be amended through the SCC Section IV.
- 4. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.7	Specify performance security if applicable: 10% of the contract sum from a reputable financial institution in Kenya
3.8	Payments will be based as per indicated in the Terms of Reference.
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to:
	The Principal Secretary
	The National Treasury
	Treasury Building,
Harambee Avenue	
P.O. Box 30007 – 00100	
	Nairobi

Other conditions

The support contract shall be for a **Three (3) year**s period, renewable annually based on performance and achievements of milestones.

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR PROVISION OF ONSITE SUPPORT FOR NATIONAL TREASURY IFMIS SECURITY AND NETWORK INFRASTRUCTURE

Background

The National Treasury through the IFMIS Department has an existing security and network solution for all IFMIS online resources. The solution provides IFMIS environment with a high secure industry standard for operations. The security environment ensures that IFMIS user can access resources over a dedicated network or through the public infrastructure.

IFMIS security and network high level architecture



Installed Security Solutions

Bidder **Must** provide support for the following security applications:

IBM Info Sphere Guardium: Provides the simplest, most robust solution for data security and data privacy, by assuring the integrity of trusted information in our data center and reducing costs by automating the entire compliance auditing process across heterogeneous environments.

This solution is an appliance-based approach that allows IFMIS to rapidly meet auditors' requirements, reduce compliance costs, and protect critical data – without impacting applications, databases, or networks.

IBM Q1 Labs QRadar: Provides a unified architecture for integrating security information and event management (SIEM), log management, anomaly detection, incident forensics and configuration and vulnerability management. The role of Qrandar is to detect and provide mitigation mechanism in case of an attack.

Components configured on Qrandar that Must be supported: -

- a) Qradar All-in-One Appliance
- b) QRadar Event Processor
- c) Flow Processor
- d) Qradar Qflow Collector

IBM Smartcloud Control Desk: Provides a single solution to multivendor, multiplatform IT environments by integration of asset management, configuration management and service desk IBM solutions to provide a single integral approach towards IT Service Management

IBM Identity and Access Assurance:

Provides automated and policy-based user lifecycle management and access controls throughout the enterprise. The Identity and access management systems enable the enterprises to easily access the scattered information and applications without compromising on the application security or data protection.

IBM Network Management: Offers cost-effective, rapid and scalable network discovery, real-time visibility, event correlation / root-cause analysis and monitoring of next-generation network environment.

F5 Application Security Manager and Local Traffic Management: Protects applications that the business relies on with comprehensive, policy-based web application security that blocks attacks and scales traffic to ensure performance. It also Increases our operational efficiency and ensures peak network performance by providing a flexible, high-performance application delivery system. F5® BIG-IP® Local Traffic Manager[™] (LTM) helps us deliver our applications to our users, in a reliable, secure, and optimized way.

Network Infrastructure: The National treasury IFMIS infrastructure consist of several devices with several of them being cisco products as detailed in the table below:

	Device Name&	Activity				
	Model					
1.	Core Switch	Configured as the core switch. It interlinks the				
	Cisco N7000K	distribution switches and the firewalls				
2.	Distribution Switch	Configured to interlink the access switches and various				
	Cisco N5000K	servers,F5 etc.				
3.	Cisco ASA 5585	Configured as External Firewall with IPS				
		Note: To be replaced as per the specifications provided				
		herein				
4.	Internal Firewall	Configured as an internal firewall separating separating				
	Cisco ASA 5545	various zones in the DMZ.				
		Note: To be replaced as per the specifications provided				
		herein				
5.	Identity Service Engine	Configured to enforce various domain policies within				
	Cisco ISE 3415	the IFMIS infrastructure by enforcing Authentication and				
		right access to resources.				
6.	DMZ Switch	Cisco 3560				
7.	Access Switches	Cisco 3750 and Cisco 3560				
		Note: To be replaced as per the specifications provided				
		herein				
L		Dece 77 of 69				

8.	Cisco Prime DCNM	Configuration and Support of the Cisco Prime DCNM,						
		featured	capability	to	sustain	and	ensure	business
		continuit	У					

Work, operations and deliverables

The National Treasury seeks bids for the provision of Network & Security Management Services from suitably qualified and experienced firms with a view of continuously hardening the network security and system controls to secure the systems against internal and external threats.

Scope of Work

1. Support Operations and works

a. Security Operations Centre

A Security Operation Center (SOC) is a room purely dedicated for IFMIS security monitoring. The prime bidder shall operate from this room and shall provide **24/7** support and monitoring of all security solutions in the IFMIS Infrastructure. Remote monitoring shall also be carried out on out of office to ensure the safety of the IFMIS environment.

b. Virtual Private Network (VPN) and Active Directory (AD)

The Bidder **shall maintain** the configuration on the VPN and AD configuration over the contract period. The IFMIS applications are accessed through a Virtual Private Network (VPN) with authentication being handled by the Active Directory (AD).

There are three active directory domain servers deployed at IFMIS. The domain functional level is Windows Server 2012 native (DCs: 2012 or later). The three servers are also domain name servers (DNS) as well as Certification Authorities (CA) at IFMIS.

The Domain Name System (DNS) is a hierarchical distributed naming system for computers, services or any resource connected to the Internet or a private network.

C) Security Solutions

The Bidder shall undertake all measures to maintain the optimal performance of the security equipment which shall include but not be limited to the following:

✓ Routine Maintenance process

- Regular servicing, routine maintenance and support of security equipment
- •Carrying out preventive maintenance, this should be carried out with prior approval from IFMIS and during planned shutdown period. This will ensure that equipment are kept in recommended working condition, UPS power Page 28 of 68

supply etc. and submit the preventive maintenance report to IFMIS department.

- After attending to a fault & full restoration, a Fault-Rectification report, jointly signed by IFMIS representative & Bidder representative shall be generated for the closure of the complaint.
- Perform corrective maintenance including replacement of faulty parts, quarterly routine maintenance and scheduled maintenance on active equipment.
- The Bidder shall meet the defined SLAs for uptime of the security equipment maintenance and should ensure low turnaround time in the event of equipment failure.
- ✓ Monitoring and Reconfiguration
- Provide installations, configurations and monitoring of the security solutions as and when required.
- Configure and Customize the AD self service portal to allow IFMIS VPN(AD) user have a self-reset password facility.
- The Bidder shall monitor on Performance and availability of IFMIS applications and where necessary take remedial actions to sustain IFMIS operations
- Monitor Network behavior to detect anomalies and take remedial action where necessary and coordinate with IFMIS team to ensure smooth operation of the security and network infrastructure.
- Use Event and Incident Management for Firewalls, IPS and other security solutions at the National Treasury.
- Configure the network services as per the client's requirements. These include among others configurations to meet new requirements, change of design, security, QoS, traffic engineering, business continuity and disaster recovery.
- Use online problem/incident/information logging system with detailed escalation procedures as well as weekly and monthly reports on operations & maintenance activities and performance against SLA (IBM Smartcloud Control Desk).

• Use a performance assurance tool with record keeping for at least 1 year, which will enable IFMIS to monitor, control, configure, manage and evaluate the performance of the services provided (Netcool)

2. Licenses renewal

a. IBM licenses

The following IBM licenses shall be renewed annually with the first renewal due on 20th October 2020.

IBM CONTROL DESK AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	EOCVILL	10
IBM CONTROL DESK CONCURRENT USER ANNUAL SW SUBSCRIPTION &	EOCVLLL	50
SUPPORT RENEWAL		
IBM TIVOLI NETCOOL CONFIGURATION MANAGER BASE INSTALL	EOD6ALL	1
ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL		
IBM TIVOLI NETCOOL CONFIGURATION MANAGER CONFIGURATION	EOD1RLL	100
STANDARD DEVICE RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION		
& SUPPORT RENEWAL		
IBM TIVOLI NETCOOL OMNIBUS BASE INSTALL ANNUAL SW	E0882LL	1
SUBSCRIPTION & SUPPORT RENEWAL		
IBM TIVOLI NETCOOL OMNIBUS EVENT DEVICE TIER RESOURCE VALUE	E07UZLL	100
UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL		
IBM TIVOLI NETWORK MANAGER BASE INSTALL ANNUAL SW	EOBKCLL	1
SUBSCRIPTION & SUPPORT RENEWAL		
IBM TIVOLI NETWORK MANAGER IP EDITION NETWORK DEVICE TIER	EOBKSLL	100
RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT		
RENEWAL		
IBM QRADAR EVENT CAPACITY 2.5K EVENTS PER SECOND ANNUAL SW	EONBILL	1
SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS		
IBM QRADAR FLOWS CAPACITY 100K FLOWS PER MINUTE ANNUAL SW	EONC3LL	1
SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS		
IBM QRADAR SOFTWARE NODE INSTALL ANNUAL SW SUBSCRIPTION &	EONEGLL	3
SUPPORT RENEWAL 12 MONTHS		
IBM SECURITY GUARDIUM ADVANCED ACTIVITY MONITOR FOR	EOELHLL	6,400
DATABASES PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION		
& SUPPORT RENEWAL		
IBM SECURITY GUARDIUM AGGREGATOR SOFTWARE APPLIANCE	EOELFLL	2
INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL		
IBM SECURITY GUARDIUM COLLECTOR SOFTWARE APPLIANCE INSTALL	EOELGLL	4
ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL		
IBM SECURITY QRADAR SIEM CONSOLE SOFTWARE 31XX INSTALL	EOG22LL	1
ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL		
IBM SECURITY QRADAR SIEM EVENT CAPACITY PACK INCREASE OF 2.5K	E0F4QLL	1
EPS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL		
IBM SECURITY GUARDIUM VULNERABILITY ASSESSMENT FOR DATABASES	EOLO5LL	2
RESOURCE VALUE UNIT (MVS) ANNUAL SW SUBSCRIPTION & SUPPORT		
	•	•

RENEWAL		
IBM SECURITY IDENTITY AND ACCESS ASSURANCE USER VALUE UNIT	E06WHLL	1,000
ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL		

b. Cisco Licenses and other licenses

The following Cisco licenses, SSL and AD self-service shall be provided annually by the service provider over a 3-year period that the support contract shall be in effect.

	Item	Description	No of Licenses
1.	SSL Certificates	Secure License for accessing web applications	2 domains with unlimited sub-domains support
2.	Cisco Security Manager licenses	For management of ASA firewalls	To support 35 devices
3.	Cisco Prime D C License	For visibility and management of data center fabric	To support 30 devices
4.	AD Self-service tool	Microsoft Active Directory Manager Plus Professional User for Management and Reporting	1 Domain + 5 Help Desk Technicians License
5	Cisco Smart net	3 Years Smart net support	For all equipment deployed (see list below)

Current Installed Cisco devices on site.

	Product		PAK/Serial	
	Number	Product Description	Number	Qty
	WS-C3560X-			
1	24T-S	Catalyst 3560X 24 Port Data IP Base	FDO1818HORT	1
	WS-C3560X-			
2	24T-S	Catalyst 3560X 24 Port Data IP Base	FDO1818HORW	1
	WS-C3560X-			
3	24T-S	Catalyst 3560X 24 Port Data IP Base	FDO1818H0SR	1
	WS-C3560X-			
4	24T-S	Catalyst 3560X 24 Port Data IP Base	FDO1818H0SS	1
	AIR-MSE-3355-	MSE 3355 Hardware SKU (Please select L-		
5	К9	MSE-PAK for MSE Lic)	KQ4XLH6	1
		Nexus 7009 Bundle		
	N7K-C7009-	(Chassis,1xSUP2,x5xFAB2),No Power		
6	B2S2	Supplies	JAF1817AMLD	1
		Nexus 7009 Bundle		
	N7K-C7009-	(Chassis,1xSUP2,x5xFAB2),No Power		
7	B2S2	Supplies	JAF1814ACSR	1

	DCNM-LAN-	DCNM for LAN Advanced Edt. for Nexus		
8	N5K-K9=	5000	5521J2FD4C6	1
	DCNM-LAN-	DCNM for LAN Advanced Edt. for Nexus		•
9		5000	5521J86ABC0	1
	N5K-C5548P-	^ Nexus 5548P 1RU Chassis, 2 PS, 2 Fan, 32		
10	FA	Fixed 10GE Ports	SSI182109QQ	1
	N5K-C5548P-	^ Nexus 5548P 1RU Chassis, 2 PS, 2 Fan, 32		
11	FA	Fixed 10GE Ports	SSI182109QT	1
		^ASA 5545-X with IPS, SW, 8GE Data, 1GE		
12	ASA5545-IPS-K9	Mgmt, AC, 3DES/AES	FGL183540KA	1
		^ASA 5545-X with IPS, SW, 8GE Data, 1GE		
13	ASA5545-IPS-K9	Mgmt, AC, 3DES/AES	FGL183540KB	1
		^ Small Secure Network Server for ISE,		
14	SNS-3415-K9	NAC, & ACS Applications	FCH1829V3A8	1
		^ Small Secure Network Server for ISE,		
15	SNS-3415-K9	NAC, & ACS Applications	FCH1829V3A9	1
	ASA5585-	^ASA 5585-X Chas w/SSP40,IPS SSP-		
16	S40P40-K9	40,12GE,8 SFP+,1 AC,3DES/AES	JMX183580H6	1
	ASA-IPS-40-INC-	^ASA 5585-X IPS Security Services		
17	К9	Processor-40 with 6GE,4SFP+	JAD180401V9	1
	ASA5585-	^ ASA 5585-X Chas w/SSP40,IPS SSP-		
18	S40P40-K9	40,12GE,8 SFP+,1 AC,3DES/AES	JMX183580H7	1
	ASA-IPS-40-INC-	^ ASA 5585-X IPS Security Services		
19	К9	Processor-40 with 6GE,4SFP+	JAD182301CP	1

NB. The bidder shall provide smart-net support for 3 years for the delivered devices in this tender document

3. Hardware Acquisition

The National Treasury shall retire its old virtualized environments which is at its end of life as from 20th October 2020, in this regard the bidder shall be required to migrate all the virtual machines to a new environment. As part of this contract therefore the NT shall be seeking to acquire new hardware that will host the new environment. The hardware requirements for this exercise is listed below and shall be supplied on or before 15th September 2020.

a. Virtualization Server

SN		KEY DESCRIPTION AND SPECIFICATIONS	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
1.	Form Factor	3U Rack Mountable Server		
2.	Chassis	2.5" Chassis with 8 or more hard disk slots		
3.	Processor	4x Intel® Xeon® Gold 6252 2.1G, 48C/48T, 10.4GT/s, 35.75M Cache, Turbo, HT (150W) DDR4-2933 Provision for 3rd and 4 th Processor		
4.	Processor Thermal Configuration	CPU Heatsink expandable to 4 processors Fully populated		
5.	Memory DIMM Type and Speed	256 GB 2666MT/S RDIMMs Dual rank		
6.	Memory Configuratio n Type	Performance Optimized		
7.	OS Certified Supported	Support Microsoft®Windows Server® or 2012 Microsoft Windows Server 2016 and 2019 (includes Hyper-V®v2) •CentOS®Linux Enterprise Server •SUSE®Linux Enterprise Server •Red Hat®EnterpriseLinux®Vir tualization options		
8.	Front	2 x USB 3.0 port		

SN		KEY DESCRIPTION AND SPECIFICATIONS	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
		1 x VGA port		
9.	Rear	2 x USB 3.0 ports 1 x VGA port 1 x hdmi port		
10.	RAID'	C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)		
11.	RAID/Interna l Storage Controllers	PERC H330+ RAID Controller, Adapter, Full Height with support for RAID 0, 1, 5, 6, 10		
12.	Storage	2 X480GB SSD SATA Boot 6Gbps 512n 2.5in Hot- plug Drive, 1 DWPD, 219 TBW 2 x1TB 7.2K RPM SAS 12Gbps 512n 2.5in Hot- plug Hard Drive, CK		
13.	Operating System	No Operating System		
14.	Storage Network connectivity	Dual FC Card with 2xSFP modules Fiber Patch Cables 3meters (LC/LC SC/SC LC/SC LC/FC)		
15.	Embedded Systems Management	iDRAC9, Express		
16.	Network Daughter Card	Intel Ethernet 1350 QP 1Gb Server Adapter Dual port, Full Height, CusKit able to support 10/100/1000gbps		
17.	Additional Network Cards	Broadcom 57414 (or alternative) Dual Port 25Gb, SFP28, PCIe Adapter, Full Height.		

		KEY DESCRIPTION AND	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
SN		SPECIFICATIONS		COMPLIANCE
18.	Optics & Cables for Network Cards	SFP28 SR Optic, 25GbE, 85c High Temperature, for Broadcom 57414 NDC (or alternative) and Mellanox LX 25Gb (or alternative)		
19.	Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W		
20.	Power Cords	2 X (C13 to C14, PDU Style, 12 AMP, 2 Feet (2m) Power Cord, North America)		
		2 X (C13 to C14, PDU Style, 12. AMP, 6.5 Feet (2m) Power Cord, North America)		
21.	BIOS and Advanced System Configuratio n Settings	Performance BIOS Setting		
22.		UEFI BIOS Boot Mode with GPT Partition		
23.	Rack Rails	Ready Rails™ Sliding Rails With Cable Management Arm		
24.	System Documentati on	Open Manage DVD Kit		
25.	Virtualizatio n Solution Support	Support for VMware vSphere Enterprise Plus, VSAN, vCenter Server Recover Point 4 Virtual Machines, Kernel-based Virtual Machine (KVM), Oracle VM Server, XenServer etc		

b. VIRTUALIZATION SOFTWARE

- 1. The bidder shall provide fully configured **hypervisor** software **enterprise edition** allowing for full utilization of the hardware processors cores, memory, and hard disk.
- 2. The chosen hypervisor should have capability of supporting IBM solutions (Qradar, Netcool, Guardium, control desk and Identity services manager).
- 3. The hypervisor should provide a web based graphical interface for management and maintenance support.
- 4. The License for Hypervisor should be for 3 years from the date of delivery.

c. Cisco Infrastructure

The NT treasury intends to decommission any network and security equipment that has been declared end of life by the manufacturer. During the support contract the bidder shall be required to supply, install, configure and commission the following devices as per the specifications and timelines indicated on the foot note.

i. External/Perimeter Firewall Specifications

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
Users or nodes	Unlimited		
Licensing Required	Application Visibility and Control URL Filtering IPS		
Maximum application control (AVC) and NGIPS throughput	26 Gbps		
Stateful Inspection firewall throughput	80 Gbps		
Maximum VPN Peers	15,000		
Maximum concurrent sessions	15,000,000		
New connections per second	At least 600,000		
FEATURE	SPECIFICATION	Complied/Not Complied	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
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Supported applications	At least 4000		
Number of URLs categorized	At least 280 million		
Security contexts	Up to 250		
Interfaces	Up to 24 x 10 Gigabit Ethernet (SFP+) interfaces; up to 8 x 40 Gigabit Ethernet (QSFP+) interfaces		
Virtual interfaces (VLANs)	1024		
Scalability	VPN clustering and load balancing, inter-chassis clustering		
Clustering	Up to 16 appliances		
High availability	Active/Active and		
	Active/Standby		
Storage	400 GB		
Management	 The management appliances should be hardware based and have the ability to control and manage up to 300 devices. The supplier should provide a quantity of two hardware appliances. Minimum memory of 64GB. Network Interfaces: Two 10Gbps SFP+ network interface cards and two on-board 1Gbps interfaces. Two 10 SFP+ transceiver modules should be included for each management appliance. Storage space for events should be 1.8TB. Hard Disk Capacity of at least 2.4TB. 		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING
			COMPLIANCE
	• Must support redundancy		
	through configuration of		
	High Availability in		
	Active/Standby.		
	• Maximum flow rate support		
	of 12,000fps		
	• Ability to support up to 60		
	million IPS events		
	• 150,000 maximum user		
	network map size.		
	• Wide-ranging reporting and		
	alerts for both overall and		
	dedicated information.		
	• Support for various report		
	formats such as PDF, HTML		
	or CSV.		
	• Support for role-based		
	management and		
	integration with standard		
	AAA / RADIUS / TACACS+		
	services.		
	• Customizable dashboard		
	with custom and template-		
	based reports. Support		
	configuration of new		
	reports from templates.		
	• Support configuration of		
	new dashboard types. The		
	new dashboards can be		
	reused and saved for		
	continuous and future views		
	of events.		
	• Open APIs for integration		
	with third-party solutions		
	and customer work streams.		
	• Integration with external		
	identity sources such as		
	LDAP.		
	• Support for Dynamic		
	Defense mechanisms		
	allowing for continual		
	monitoring of network		
	changes and network		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
	pattern analysis.		
Support	The system must be provided with a 3-year software and hardware warranty. Proof of manufacturers support for this is required		

Note:

- a) The bidder shall supply two (2) external firewalls inclusive of the management appliance during the first quarter of the 1st year of support. The bidder shall install and configure them at the Primary data center and disaster recovery respectively. This shall include migration of the services to the new firewalls.
- b) The bidder shall supply two (2) external firewalls first quarter of the 2nd year of support. The bidder shall install and configure them at Primary data center and disaster recovery respectively. This shall include migration of the services to the new firewalls.
- c) The external firewall should be a high version (Cisco 5585) of the existing firewall and it should be supported for the next eight (8 years) from the bid closing date.

ii. Internal/Data center Firewall Specification

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
System Performance	 56 Gbps of application firewall throughput Threat prevention throughput of 31 Gbps must have separate management (control) plane and data plane to avoid any disruption to traffic processing while managing the appliance or generating logs reports 3,200,000 concurrent decryption sessions 		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
	 32,000,000 concurrent sessions and at least 380,000 new sessions per second. 27 Gbps IPSEC VPN throughput 		
Physical Specifications	 Must have at least 24 onboard network ports as follows: (16) 1/10 Gbps SFP/SFP+ interfaces (4) 10/100/1000Mbps copper interfaces. (4) 40/100Gbps QSFP28 interface 240GB SSD RAID 1 for system use 2TB HDD RAID 1 for logging 		
Licensing	IPS, Anti-virus, Anti-spyware, Cloud		
Required	based malware analysis, DNS Security & URL Categorization and Filtering		
Functional Requirements	 The proposed solution must be an enterprise – grade product, recognized as a leader by Gartner in enterprise firewall category, for at least 5 years in a row The solution should identify at least 3000+ applications All firewalls must be managed from a centralized management center offering complete visibility and correlation The centralized management platform must be a physical server Simplify policy management. Restore visibility and control with easy-to-use graphical tools and a policy editor that ties applications, users, and content together in a unified manner. NGFW should have on-box reporting and logging facility. The solution should not consider external reporting/log analyzer engine 		

FEATURE	SPECIFICATION	COMPLIED/NOT	CROSS REFERENCES
		COMPLIED	TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
Threat Prevention	 The NGFW platform shall handle traffic in a single pass stream-based manner with all security features turned on The NGFW platform should be optimized for layer 7 application level content processing and have special FPGA chips to handle signature matching and processing in a single pass parallel processing architecture Unlimited Concurrent User License Visibility into applications using non-standard ports Detection and Prevention of credential theft Block viruses, spyware, malware and network worms and vulnerability exploits within content of application content File blocking by type and application Data Leakage Prevention (scan for keywords and credit card numbers) Anonymous Botnet Detection Block sapplication vulnerability exploits Block buffer overflow attacks Block DoS/DDOS attacks; it shall support Denial of Service (DoS) and fragmented packet Transmission Control Protocol (TCP) reassembly, reconnaissance attacks, brute force attack, "SYN cookie", "IP spoofing" and malformed packet protection 		
Data Filtering	 Files should be identified by file types or by signature 		
	The firewall should be capable of		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
	 identifying and optionally preventing the transfer of various files (i.e. MS Office, PDF, etc.) via identified applications (i.e. P2P, IM, SMB, etc.) Compressed information stored in zipped files should be able to be unpacked and filtered per policy The firewall should be capable of identifying and optionally preventing the transfer of files containing sensitive information (i.e. credit card numbers) via regular expression Should not have any file size limitation in checking content for keywords The platform should be capable to enforce file blocking on different applications running on same L4 session 		
User Identification	 Should support the following authentication services for user- identification: - Active Directory Exchange LDAP eDirectory Radius Karberos Client Certificate Captive Portal Terminal Server Supports the creation of security policies based on Active Directory Users and Groups in addition to source/destination IP 		
High Availability (HA)	 The proposed firewalls overall solution shall be available in High Availability Configuration The proposed firewalls solution shall support active/active and 		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
Malware	 active/passive HA configuration The proposed firewall solution shall be capable of detecting link and path failure in addition to device failure The proposed firewall solution shall be capable of supporting encryption of HA heartbeat and control traffic Identifies unknown malware and 		
Prevention	 Identifies unknown malware and zero-day exploits using advanced static and dynamic analysis techniques Combines the complete visibility and control over known threats and applications with dynamic analysis of unknown threats to ensure accurate, safe and scalable malware analysis The proposed firewalls shall support automated signature generation for discovered malware. The proposed firewalls shall support True in-line blocking of exploitative and malicious files, as well as command-and-control traffic The proposed Modern Malware Prevention solution shall support files exchanged over Web, Email, and file sharing traffic. It should Support all types of applications not only web and email Being able to decrypt SSL based applications to prevent tunneled attacks Cloud-based detection architecture or self-contained on-premises Sandboxing system 		
DNS Security	 Domain Generation Algorithms (DGA), DNS tunneling and 		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
	 Command & Control (C2) detection made capable by machine learning, enabling identification of threats hidden within DNS traffic DGA analysis to determine whether a domain is likely to have been generated by a machine Identification and blocking of previously unknown DGA-based threats in real-time DNS sinkhole capability to aid in detecting a compromised host DNS tunnel detection using machine learning to analyze the behavioral qualities of DNS queries Must be able to detect C2 and data theft hidden in DNS tunnels and to automatically block it DNS signatures and protection must be cloud-based 		
Support and Warranty	 Support and warranty for the management appliance shall be three (3) years. This support shall be for both the software and hardware. The support shall also cover replacement of any faulty parts within the next business day. 		

Note:

- a. The bidder shall supply two (2) internal firewalls inclusive of the management appliance during the first quarter of the 1st year of support. The bidder shall install and configure them at the Primary data center and disaster recovery respectively. This shall include migration of the services to the new firewalls.
- b. The bidder shall supply two (2) internal firewalls first quarter of the 2nd year of support. The bidder shall install and configure them at Primary data center and disaster recovery respectively. This shall include migration of the services to the new firewalls.

- c. The internal firewall should not be from the same manufacturer with the external firewall and it should be supported for the next Eight (8) years from the bid opening date.
- iii. Perimeter switch

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
Performance	 1.4-Tbps switching capacity Forwarding rate of up to 1 bpps Line-rate traffic throughput (both Layer 2 and 3) on all ports Configurable maximum transmission units (MTUs) of up to 9216 bytes. 		
Physical Specifications	 48 SFP/RJ45 ports supporting 100 Mbps, 1 Gbps, and 10 Gbps 6 QSFP uplink ports supporting 40 Gigabit Ethernet each Redundant fans 2 redundant power supplies Management, console, and USB flash- memory ports 		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
Layer 2 Features	Layer 2 switch ports and VLAN trunks		
	IEEE 802.1Q VLAN encapsulation		
	• Support for up to 4096 VLANs		
	 Rapid Per-VLAN Spanning Tree Plus (PVRST+) (IEEE 802.1w compatible) 		
	• MSTP (IEEE 802.1s): 64 instances		
	 Spanning Tree PortFast 		
	• Spanning Tree Root Guard		
	• Spanning Tree Bridge Assurance		
	• LACP: IEEE 802.3ad.		
Layer 3 Features	• 64-way ECMP		
	• 4000 ingress and 1000 egress ACL entries		
	• IPv6 routing: Static, OSPFv3, and BGPv6		
	 Routing protocols: Static, RIPv2, EIGRP, OSPF, and BGP 		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
	 Bidirectional Flow Detection (BFD) for BGP, OSPF, and IPv4 static routes 		
	HSRP and VRRP		
	 ACL: Routed ACL with Layer 3 and 4 options to match ingress and egress ACLs 		
	 VRF: VRF-lite (IP VPN), VRF-aware unicast (BGP, OSPF, and RIP), and VRF- aware multicast 		
	 Unicast Reverse-Path Forwarding (uRPF) 		
Security	 VLAN-based ACLs (VACLs) 		
	 Port-based ACLs (PACLs) 		
	Named ACLs		
	 ACLs on virtual terminals (vtys) 		
	 DHCP snooping with Option 82 		
Management	Python scripting		
	• Switch management using 10/100/1000-		

FEATURE	SPECIFICATION	COMPLIED/NOT COMPLIED	CROSS REFERENCES TO SUPPORTING INFO IN TECHNICAL BID SUPPORTING COMPLIANCE
	Mbps management or console ports		
	 CLI-based console to provide detailed out- of-band management 		
	 In-band switch management 		
	Configuration rollback		
	• SSHv2		
	 Secure Copy (SCP) server 		
	• Telnet		
	• AAA		
	AAA with RBAC		
	RADIUS		
	TACACS+		
	• Syslog.		
Support	The system must be provided with a 3-year software and hardware warranty. Proof of manufacturers support for this is required		

Note:

a) The bidder shall supply two (2) perimeter switches during the first quarter of the 1st year of support. The bidder shall install and configure them at the Primary data center and disaster recovery respectively. This shall include migration of the services to the new firewalls.

b) The bidder shall supply two (2) perimeter switches during the first quarter of the 2nd year of support. The bidder shall install and configure them at Primary data center and disaster recovery respectively. This shall include migration of the services to the new firewalls.

5. Training

The bidder shall be required to undertake training for ICT officers and business team in IFMIS department for the following solutions in approved training centers. The training shall be spread across the contract period. In addition to off-site (classroom based) training the vendor is supposed to conduct on the job training during any configurations, maintenance and decommissioning or decommissioning process of the solutions.

Product	No of officers to be Trained
Qradar	6 ICT officers
Guardium	6 ICT officers
Netcool	6 ICT officers
IBM Control desk	20 Business users and System administrators
Internal Firewall	6 ICT officers
External Firewall	6 ICT officers

6. Call Center Support

The bidder shall be required to maintain the IFMIS call Centre Infrastructure. In addition, the bidder shall supply and configure the following hardware and software for the Call Centre. The upgrade of the call center shall be undertaken on the 1st Quarter of the contractual period.

Product	Description	Qty
R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1
CON-ECMU-RCBE6KK	SWSS UPGRADES Cisco Business Edition	1
BE6K-SW-12.5	Business Edition 6000 v12.5 export restricted software	1
CCX-CUIC-PREM	License for Cisco Unified Intelligence Center Premium	1
CCX-12-PAK	CCX 12 autoexpanded PAK	1
CCX-12-N-P-LIC	CCX 12.0 PRE Seat Qty 1 LICENSE ONLY	5
CON-ECMU-	SWSS UPGRADES CCX 12.0 PRE Seat Qty 1 LICENSE ONLY	5
CCNX12LN		
UCXN-12X-SCPORTS	BE6000 Unity Connection 12x - VM Speech Connect Ports	2
CCX-12-P-SVR-LIC	CCX 12.0 NEW PRE Server License	1
LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	1
LIC-EXP-GW	Enable GW Feature (H323-SIP)	4
LIC-EXP-E	Enable Expressway-E Feature Set	2
LIC-EXP-TURN	Enable TURN Relay Option	2
LIC-EXP-AN	Enable Advanced Networking Option	2
LIC-SW-EXP-K9	License Key Software Encrypted	4

LIC-EXP-SERIES	Enable Expressway Series Feature Set	4
EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2
SW-EXP-12.X-K9	Software Image for Expressway with Encryption, Version X12	1
EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	2
LIC-EXP-DSK	Expressway Desktop Endpoint License	1
CCX-12-5P	Premium 5 seat Promo Bundle	1
BE6K-START-UCL35	BE6000 Starter Bundle with 35 UCL Enh and 35 Vmail Licenses	1
BE-12X-UCL-STR	BE6000 v12 UCL Starter licenses (35-pack)	1
CON-ECMU- BE12LURT	SWSS UPGRADES BE6000 v12 UCL Starter licenses (35-pack	1

Duration

The support contract shall be for a 3-year period, renewable annually based on performance and achievements of milestones.

Documentation

The bidder shall provide the following Documentation

- 1. Inception report: The report shall detail a plan of action over the entire contract period and shall be submitted not later than 1month on contract signing
- 2. Review of Design: The review will be based on the current architecture and proposed design based on the replaced network and security equipment. This shall be done by the 2nd month upon the contract sign-off.
- 3. Quarterly pen-test reports: The report shall comprise of internal an external vulnerability testing on IFMIS DMZ
- 4. Progress Reports: These reports shall be submitted to the Director IFMIS on the activities being undertaken on a regular basis
- 5. Incidence Report: Where a security incidence has been detected or reported an incidence report shall be submitted to the director IFMIS detailing the cause and remedial action taken

Quality Management

The Bidder is required to have a quality management system and process in place. The Quality Management is to ensure efficiency and effectiveness of the Bidder's proposal when applied within IFMIS. The quality program should among others, explain how the Bidder will ensure compliance with proposed, scheduling, escalation matrix and reporting.

Quality management includes:

The Bidder should define clear escalation matrix for services by providing the following:

- 1. Contact persons,
- 2. Telephone numbers (landline and mobile)
- 3. Email address

THE MANDATORY PRELIMINARY EVALUATION

The evaluation shall adopt *YES/No Approach*. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.

Bidders must submit the following documents;

- 1. Certificate of Incorporation or Certificate of Registration (For each party/member of consortium in case of a joint venture)
- 2. Valid current Tax Compliance Certificate (For each party/member of consortium in case of a joint venture)
- 3. Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture)
- 4. Duly filled, signed and stamped Confidential Business Questionnaire (For each party/member of consortium in case of a joint venture)
- 5. Duly filled, signed and stamped Form of Tender (Prime / Lead bidder to provide)
- 6. County Government Single Business Permit (Prime / Lead bidder to provide)
- 7. Bid Security of **Kenya Shillings One Million Only** (Kshs. 1,000,000.00) from a Reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity. (Prime / Lead Bidder to provide)
- 8. Must have a MAF for all the requested products i.e. IBM, Cisco. In case of a Joint venture/teaming agreement the lead/prime bidder MUST have a MAF for either Cisco or IBM, the rest of the MAFs can be provided by the consortium partners.
- 9. MUST have MAF for proposed virtualization server.
- 10. Completed compliance for the detailed schedule of requirement / Specifications

Technical Evaluation Criteria

	PROVISION OF SUPPORT SERVICES FOR IFMIS SECURITY	
	Evaluation Rating Criteria	
1	Specific Understanding and experience of the Consulting Firm in relation to the assignment	27
1.	 At least TWO customer reference sites where the bidder has implemented large scale Enterprise network and security. Details must include but not limited to the following: - Full descriptions of the environment and the nature of the scope of services Narration of the work done as per the (Firm's references form) Names and telephone numbers of contact persons Physical location, Postal address, Telephone contacts and e-mail address of the organization 	5

	 Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services 	
2.	 At least two customer reference sites where the bidder has implemented the following security solutions. a. Active directory service implementation (2marks) b. IBM solutions or similar log management solutions Qradar, Infosphere Guardium, Smart Cloud Control desk, Netcool (any three) (3 marks) 	
	 Details must include but not limited to the following: - Full descriptions of the environment and the nature of the scope of services Narration of the work done as per the (Firm's references form) Names and telephone numbers of contact persons Physical location, Postal address, Telephone contacts and e-mail address of the organization Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services 	5
3.	 At least two customer reference sites where the bidder has implemented security solution in an environment for Oracle Applications (e-Business suite, Hyperion, e-Procurement) or any other ERP solution. Details must include but not limited to the following: - Full descriptions of the environment and the nature of the scope of services Narration of the work done as per the (Firm's references form) Names and telephone numbers of contact persons Physical location, Postal address, Telephone contacts and e-mail address of the organization Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services 	5
4.	 At least two customer reference sites where the bidder has implemented security configurations for Applications layer security, special emphasis should focus on configuration of :- a) CISCO Firewall b) F5 or equal Load balancers c) Implementation of SSL certificate in multiple domain and subdomain environment. d) Support of Web Application Firewall services Details must include but not limited to the following: - Full descriptions of the environment and the nature of the scope of services Narration of the work done as per the (Firm's references form) Names and telephone numbers of contact persons Physical location, Postal address, Telephone contacts and e-mail address of the organization Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services 	8
5.	Evidence of Partner credentials of the products below 1. Cisco Security systems 2. IBM Security systems 3. F5 or equal application layer security systems	4

	4. Proposed Hardware partnership	
11	Specific solution Capability of the Firm in relation to National Treasury Security Solutions	20
6.	 Q-Radar SIEM At least two customer reference sites where the bidder has implemented or supported Qradar SIEM solution for Events correlation and analysis in the past 3 years Full descriptions of the environment and the nature of the scope of services Narration of the work done as per the (Firm's references form) Names and telephone numbers of contact persons Physical location, Postal address, Telephone contacts and e-mail address of the organization Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services 	5
7.	Guardium DAM At least two customer reference sites where the bidder has implemented or supported IBM Guardium solution database activity monitoring - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization - Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services	5
8	 IBM Netcool At least two customer reference sites where the bidder has implemented or supported IBM Netcool solution database activity monitoring Full descriptions of the environment and the nature of the scope of services Narration of the work done as per the (Firm's references form) Names and telephone numbers of contact persons Physical location, Postal address, Telephone contacts and e-mail address of the organization Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services 	5
9	 IBM Control Desk At least two customer reference sites where the bidder has implemented or supported IBM Netcool solution database activity monitoring Full descriptions of the environment and the nature of the scope of services Narration of the work done as per the (Firm's references form) Names and telephone numbers of contact persons Physical location, Postal address, Telephone contacts and e-mail address of the organization Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services 	5

111	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	17	
10.	Adequacy of the Proposed Approach and Methodology		
	a) Understanding of the IFMIS application environment and the overall objective of the assignment.(2Marks)		
	 b) A detailed description of the approach you will use for supporting the security applications and the related technologies. Clearly demonstrating how functional, technical and critical support shall be provided.(3marks) 		
	c) A detailed description of the approach on how to undertake Change management, Risks management and governance structure. (2marks)	7	
	 d) Knowledge transfer management to the IFMIS technical (ICT) staff as well as the business team as per schedule in the training section. Bidder to provide training plan as per the following (3marks) 		
	 i. On-the job training ii. Off-site local training iii. Off-site International Training 		
11.	Adequacy of the Proposed Work plan		
	a) Outlining of the key activities with clear timelines. (2marks)		
	 b) Roles and responsibilities for key team members and matching of team members to the proposed work plan. (3marks) 	5	
12.	Adequacy of the Proposed Team Structure		
	a) Team organization structure for delivering assignment.(3marks)	5	
IV	Qualifications and Competence of the key Staff for the assignment (Please note the number of resources to be evaluated for each area) Bidders must provide copies of certifications for the proposed resources and their CVs must clearly demonstrate required experience.	36	
13.	 Project Manager (Qualification & Experience Rating) Master's Degree in Information Technology / Computer Science Five (5) consecutive years' experience in IT project management At least two (2) security implementation projects experience in financial domain At least one security product certification related to the assignments At least one professional qualification in project management e.g PMP/Prince2 Certified/Equivalent Experience in Public sector preferred 	5	

14.	Service Delivery Consultant - (Two Resource persons)	1	
	(Consultants/Experience)		
	 At least a Bachelor's Degree in Information technology or 10+ years' experience in Information technology. 		
	At least 5 Years' Experience of Implementation or Support on security		
	solutions	6	
	 At least one security implementation or support project experience in public sector or in financial sector 		
	COBIT / ITIL or equivalent certified		
	At least one professional Security certification (CISA, CISM, CISSP, CRISC)		
	NB. (For each qualified resource in this category a score of 3 marks shall be		
	awarded)		
15.	Security Consultant - (Two Resource persons)		
	(Consultants/Experience)		
	 Security Certification – Must be CCIE or Equivalent and a proof of the following deployments 		
	following deployments i. Perimeter and internal network security		
	1. Termeter and internal network security		
	ii. Intrusion prevention and detection		
	iii. Identity and access management		
	iv. Network Access Control	6	
	v. Content Security		
	• At least a Bachelor's Degree in technology and minimum of 5 years'		
	experience in Information technology.		
	At least 3 Years' Experience of Implementation and security solutions		
	• At least 3 Years' Experience of implementation or support of projects in		
	public sector or in financial sector.		
	• At least one certification in any other security products. NB. (For each qualified resource in this category a score of 3 marks shall be		
	awarded)		
16.	Network Administrators - <i>(Two Resource persons)</i>		
	(Qualification & Experience Rating)		
	 Network Certification – Must be CCIE or Equivalent with a proof of data 		
	center networks This is a must /One will be scored a zero mark on this		
	section if this is not provided)	6	
	 At least a Bachelor's Degree in Information Technology / Computer Science At least 5 years of network support or network implementation experience 		
	• At least 5 years of network support or network implementation experience NB. (For each qualified resource in this category a score of 3 marks shall be		
	awarded)		
17.	System Administrators (Operating system) - (Two Resource persons)		
	(Qualification & Experience Rating)		
	At least a Bachelor's Degree Information Technology / Computer Science	10	
	At least one certification in any operating system		
	(Windows/Solaris/Unix/Red-hut)		
	At least 3 years' experience of system administration(windows/Solaris) Page 55 of 68		

	 Server Certification – MCSE/MCTIP or equivalent Experience / certification in the following applications in at least three of the listed product – (Qradar, Infosphere Guardium, Smart Cloud Control desk, Tivoli Netcool/Omnibus) (NB. For each qualified resource in this category a score of 5 marks shall be awarded) 	
18.	 Demonstrate skill resource pool capabilities matrix to ensure that if need be, replacement of resources is done within the shortest time possible for mentioned products- Total resources in the company Total Oracle CISCO/IBM/Microsoft certified resources in the company 	3
ν	Financial Capability	
19	Submit bank statement for the last 5 months with a cash balance of Kshs. 100,000.00 per month - 2 Mark for each month	10
20	Lines of credit; Attach letter from the Bank on availability of Credit / Overdraft 5	
21	Must demonstrate financial capability (Annual turnover Kshs. 5,000,000.00 per year) : Attach Audited Accounts for the year 2018 & 2017–2 Marks each	10
Gra	nd TOTAL	125

Notes:

- 1. The pass mark for Technical score to be 70%
- 2. Bidders should note the client might conduct due diligence exercise of the referenced sites
- 3. Bidders should provide copies of certificates for proposed staff, as per the requirements schedule.
- 4. Bidders proposing consortiums, joint ventures or teaming agreements should clearly describe the responsibility of each party in the assignment and each party shall be recognized in the contract together with their responsibilities. Any changes in the teaming arrangements during the execution of the arrangement must be approved by the accounting officer to The Accounting Officer.
- 5. If for any reason a successful bidder needs to replace any resource, bidder must replace with a resource of equal qualifications. The changes shall be evaluated and approved by The Accounting Officer.
- 6. Bidders without qualified IBM security resource persons for Qradar, Guardium, Netcool and Control Desk solutions shall be disqualified.

BILL OF MATERIALS

NO.	Description	Qty	Delivery
1	External Firewall with Management Appliance and the necessary licenses (As per the specifications)	2	1 st Quarter of the 1 st year of the support contract
2	External Firewall with Management Appliance and the necessary licenses (As per the specifications)	2	1 st Quarter of the 2 nd year of the support contract
3	Internal Firewall with Management Appliance and the necessary licenses (As per the specifications)	2	1 st Quarter of the 1 st year of the support contract
4	Internal Firewall with Management Appliance and the necessary licenses (As per the specifications)	2	1 st Quarter of the 2 nd year of the support contract
5	Perimeter Switches and the necessary licenses (As per the specifications)	2	1 st Quarter of the 1 st year of the support contract
6	Perimeter Switches and the necessary licenses (As per the specifications)	2	1 st Quarter of the 2 nd year of the support contract
7	Virtualization Server	2	September 2020

SECTION VI 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. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.

3. **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.

4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.

6. **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.

7. 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 principal where the tenderer is an agent.

7.1 FORM OF TENDER

Date _____ Tender No. _____

То:

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

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 _

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 that you may receive.

Dated this ______ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONTRACT FORM

THIS AGREEMENT made theday of20between[name ofProcurement entity] of[country of Procurement entity] (hereinafter called "the Procuringentity") of the one part and[name of tenderer] of[cityand country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of ______

_____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity's Notification of Award

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

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

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

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

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

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Г

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 c Name of your bankers	an handle at any one tin	ne — Kshs	

-	Country of origin		•
•	Citizenship details		
•			•••••
	Part 2 (b) Partners	ship	
Given details of partners as	follows:		
Name	Nationality	Citizenship Details	Shares
1			
2			
3			
4		••••••	
		istered Company	
			•••••
State the nominal and issue			
Nominal Kshs.			
Given details of all director			C 1
Name	Nationality	Citizenship Details	Shares
r			
2		• • • • • • • • • • • • • • • • • • • •	
3			
3 4			•••••

7.4 PRICE SCHEDULE FORM

S/N	Description	Unit of	Qty	Unit	Total	Total	Total
		Measurement		Price	(Ksh.)	(Ksh.)	(Ksh.)
					1 st Year	2 nd Year	3 rd Year
	Provision of Onsite						
	Support for the						
	National Treasury						
	IFMIS Security and						
	Network						
	Infrastructure						
1	Hardware Cost						
2	Licenses Cost						
3	Training Costs						
	GRAND TOTAL KES						

Payment Terms and Condition

a) Prices to be in Kenyan shillings inclusive of all applicable taxes

Prices to be inclusive of all taxes

Signature of tenderer _____

7.5 TENDER SECURITY FORM

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]

7.6 TENDER SECURING DECLARATION

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

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

- 1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
- 3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
- 4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: [insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, ____ [insert date of signing]

7.7 PERFORMANCE SECURITY FORM

To [*name of Procuring entity*]

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:

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

Signed and seal of the Guarantors

[name of bank or financial institution]	
[address]	
[date]	-

7.8 MANUFACTURERS AUTHORIZATION FORM

To [name of the Procuring entity]

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

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

7.9 LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Procuring Entity]

[*date*]

To: [name and address of the Supplier]

Re: Letter of Acceptance/Notification of Award

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data Sheet] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

(Name of Accounting Officer) Accounting Officer/Head of Procuring Entity

Please return a copy of this letter duly signed	
Authorized Signature and Seal:	
Name and Title of Signatory:	
Name of Tenderers:	

7.10 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

BETWEEN

..... APPLICANT

AND

Request for review of the decision of the (Name of the Procuring Entity) of

......dated the...day of20....in the matter of Tender No......of

REQUEST FOR REVIEW

I/We	, the above named Applicant(s), of address: Physical
address Fax	NoTel. No Email hereby request the Public
Procurement Administr	ative Review Board to review the whole/part of the above
mentioned decision on	the following grounds, namely: -
1.	
2.	
etc.	
By this memorandum, t	he Applicant requests the Board for an order/orders that: -
1.	
2.	

etc SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

.....20..... SIGNED Board Secretary