Request for Bids
Goods
(One-Envelope Bidding Process)
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(One-Envelope Bidding Process)

Country: REPUBLIC OF KENYA  
Name of Project: SECONDARY EDUCATION QUALITY IMPROVEMENT PROJECT  
Contract Title: SUPPLY, INSTALLATION, TRAINING, COMMISIONING AND MAINTENANCE OF A SECURITY INFORMATION AND EVENT MONITORING SYSTEM AND NEXT GENERATION FIREWALL

Loan No./Credit No./ Grant No.:6138-KE  
RFB Reference No.  KNEC/SEQIP/ONT/2018-2019/03  
Issued on:  27th May 2019

1. The Government of Kenya has received financing from the World Bank toward the cost of the Secondary Education Quality Improvement project and intends to apply part of the proceeds toward payments under the contract for SUPPLY, INSTALLATION, TRAINING, COMMISIONING AND MAINTENANCE OF A SECURITY INFORMATION AND EVENT MONITORING SYSTEM AND NEXT GENERATION FIREWALL. The bidding process will be governed by the World Bank’s Procurement Regulation.

2. The Kenya National Examinations Council (KNEC) now invites sealed Bids from eligible Bidders for SUPPLY, INSTALLATION, TRAINING, COMMISIONING AND MAINTENANCE OF A SECURITY INFORMATION AND EVENT MONITORING SYSTEM AND NEXT GENERATION FIREWALL at KNEC Head quarter within three months of contract award.

3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s Procurement Regulations for IPF Borrower JULY 2016 (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from Kenya National Examinations Council Head of Procurement at National Housing Corporation Building, 3rd floor. Email: procurement@knec.ac.ke and inspect the bidding document during office hours 0800 to 1700 hours at the address given below.

5. The bidding document in English may be downloaded from the KNEC Website www.knec.ac.ke, or hard copies obtained from our procurement office during office hours.

6. Bids must be delivered to the address below on or before 10th July 2019 at 11.00am EAT. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly
opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend at the address below on 10th July 2019.

7. All Bids must be accompanied by a Bid Security of Kenya shillings One million, five hundred thousand (Kshs.1,500,000.00)

8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

9. The address referred to above is:

Chief Executive Officer  
Kenya National Examinations Council  
P.O. Box: 73598 - 00200,  
Nairobi, Kenya.  
Head Office  
National Housing Corporation (NHC) House,  
Aga Khan Walk,  
Tel:+254 020 3317412 / 3317413 / 3317419 / 3317427 / 3341027  
3341050 / 3341071 / 3341098 / 3341113 / 2213381  
Fax: +254-020- 2226032  
Mobile:0720741001/0732333860  
Email address: ceo@knec.ac.ke  
Website: www.knec.ac.ke
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PART 1 – Bidding Procedures
Section I. Instructions to Bidders

A. General

Scope of Bid 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Purchaser, as specified in the BDS, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.

1.2 Throughout this bidding document:

(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

Source of Funds 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party
other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

**Fraud and Corruption**

1.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.

1.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**Eligible Bidders**

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position
to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the
determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal–Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this
procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;

(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**B. Contents of Request for Bids Document**

**Sections of Bidding Document**

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

**PART 2 Supply Requirements**

- Section VII - Schedule of Requirements

**PART 3 Contract**
6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

Clarification of Bidding Document

7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the
Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

| Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| Documents Comprising the Bid | 11.1 The Bid shall comprise the following: |
|   | (a) **Letter of Bid** prepared in accordance with ITB 12; |
|   | (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14; |
|   | (c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1; |
|   | (d) **Alternative Bid**: if permissible, in accordance with ITB 13; |
|   | (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; |
|   | (f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted; |
|   | (g) **Bidder’s Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid; |
|   | (h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder; |
|   | (i) **Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and |
Section I – Instructions to Bidders (ITB)

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**Letter of Bid and Price Schedules**

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

**Alternative Bids**

13.1. Unless otherwise specified in the BDS, alternative Bids shall not be considered.

**Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the BDS.

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods manufactured in the Purchaser’s Country:
   
   (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

   (ii) any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

   (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.
(b) For Goods manufactured outside the Purchaser’s Country, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as specified in the BDS;

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;

(c) For Goods manufactured outside the Purchaser’s Country, already imported:

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified in the BDS.
15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country.

Documents
Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing function of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

Documents
Establishing the Eligibility and

17.1 To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
Qualifications of the Bidder

17.2 The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;

(b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

Period of Validity of Bids

18.1. Bids shall remain valid for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS;
(b) in the case of adjustable price contracts, no adjustment shall be made;
(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**Bid Security**

19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.

19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier’s or certified check; or

(d) another security specified in the BDS,

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing
the Contract and furnishing the Performance Security pursuant to ITB 46.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
   (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
   (b) if the successful Bidder fails to:
       (i) sign the Contract in accordance with ITB 45; or
       (ii) furnish a Performance Security in accordance with ITB 46.

19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and
   (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
   (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;
the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS.

**Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include
proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
D. Submission and Opening of Bids

Sealing and Marking of Bids

21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and

(b) in an envelope marked “COPIES”, all required copies of the Bid; and,

(c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
   i. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
   ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2. The inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

Deadline for Submission of Bids

22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

Bid Opening

25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.

25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.

25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified in the BDS.

25.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
   (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
   (b) the Bid Price, per lot (contract) if applicable, including any discounts;
   (c) any alternative Bids;
   (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

25.9. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to
Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

**Clarification of Bids**

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected.

**Deviations, Reservations, and Omissions**

28.1 During the evaluation of Bids, the following definitions apply:

(a) “Deviation” is a departure from the requirements specified in the bidding document;

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material
deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS.

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and
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the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.

Margin of Preference

33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
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34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

34.5 The Purchaser’s evaluation of a Bid will exclude and not take into account:

(a) in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.6 The Purchaser’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

**Comparison of Bids**

35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated
cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower’s country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

**Abnormally Low Bids**

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

**Qualification of the Bidder**

37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest
evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily.

Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

Standstill Period

39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

Notification of Intention to Award

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;
(b) the Contract price of the successful Bid;
(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
(e) the expiry date of the Standstill Period;
(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and
(b) the lowest evaluated cost.

**Purchaser’s Right to Vary Quantities at Time of Award**

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

**Notification of Award**

43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

43.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at
least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**Debriefing by the Purchaser**

44.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

1.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

1.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

1.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

**Signing of Contract**

1.5 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
1.6 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

1.7 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

Performance Security

1.8 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

1.9 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

Procurement Related Complaint

1.10 The procedures for making a Procurement-related Complaint are as specified in the BDS.
Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<table>
<thead>
<tr>
<th>ITB Reference</th>
<th>A. General</th>
</tr>
</thead>
</table>
| ITB 1.1       | The reference number of the Request for Bids (RFB) is: **KNEC/SEQIP/ONT/2018-2019/03**  
The Purchaser is: **Ministry of Education-Kenya National Examinations Council**  
The name of the RFB is: **Supply, Installation, Training, Commissioning and Maintenance of a Security Information and Event Monitoring System and Next Generation Firewall**  
The number and identification of lots (contracts) comprising this RFB is: **Not applicable** |
| ITB 2.1       | The Borrower is: The Republic of Kenya, implementing through the Ministry of Education - Kenya National Examinations Council  
Loan or Financing Agreement amount: **USD200 Million**  
The name of the Project is: **Secondary Education Quality improvement Project (SEQIP)** |
| ITB 4.1       | Maximum number of members in the Joint Venture (JV) shall be: **For this bid Joint ventures are not allowed.** |
| ITB 4.5       | A list of debarred firms and individuals is available on the Bank’s external website: [http://www.worldbank.org/debarr](http://www.worldbank.org/debarr). |
| ITB 7.1       | For **Clarification of Bid purposes** only, the Purchaser’s address is:  
**Head, Supply Chain Management Division**  
Kenya National Examinations Council  
P.O. Box: 73598 00200,  
Nairobi, Kenya. |
# Section IV – Bidding Forms

## C. Preparation of Bids

### ITB 10.1

The language of the Bid is: **English**

All correspondence exchange shall be in **English** language.

Language for translation of supporting documents and printed literature is **English**.

### ITB 11.1 (j)

The Bidder shall submit the following additional documents in its Bid:

- Must Submit a copy of certified Registration Certificate/Certificate of Incorporation issued by Registrar of Companies of respective country.

- Price schedule complete with all items quoted

- Three years audited financial statements

- Valid certified auditor’s certificate

- Experience details with documentary evidence for scope of work and contract value, along with client contact details, form of Work order / Purchase order / Contract, Completion certificate from client and recommendation letter

- Bid bond from bank or accredited financial institution

- **Power of attorney/ Authorization Letter**

- Certified letter from OEM/ Manufacturer authorized signatory

  Proof of manufacturer certification (Manufacturer’s Authorization letter or Accreditation) for all the supplied hardware.

- Valid Tax Compliance certificate or tax exempt letter

- Dully filled Price Schedule quoting all the items in this tender

- Dully filled up Confidential Business Questionnaire and stamped and signed form of tender

- Credit rating certificate

- Brochures
NB: the above is in addition to the documents listed in ITB 11.1 required, that is a,b,c,e,f,g,h and i.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 13.1</td>
<td>Alternative Bids shall NOT be considered.</td>
</tr>
<tr>
<td>ITB 14.5</td>
<td>The prices quoted by the Bidder shall NOT be subject to adjustment during the performance of the Contract.</td>
</tr>
<tr>
<td>ITB 14.6</td>
<td>Prices quoted for each lot (contract) shall correspond at least to 100 percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.</td>
</tr>
<tr>
<td>ITB 14.8</td>
<td>Place of destination: The Kenya National Examinations Council Head quarter office at NHC Building, Nairobi Kenya.</td>
</tr>
<tr>
<td>ITB 15.1</td>
<td>The Bidder is required to quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency.</td>
</tr>
<tr>
<td>ITB 16.4</td>
<td>Period of time the Goods are expected to be functioning (for the purpose of spare parts): minimum of five (5) years</td>
</tr>
<tr>
<td>ITB 17.2 (a)</td>
<td>Manufacturer’s authorization is required.</td>
</tr>
<tr>
<td>ITB 17.2 (b)</td>
<td>After sales service is: required (during the warranty period).</td>
</tr>
<tr>
<td>ITB 18.1</td>
<td>The Bid validity period shall be 120 days.</td>
</tr>
<tr>
<td>ITB 19.1</td>
<td>A Bid Security shall be required. A Bid-Securing Declaration shall not be required.</td>
</tr>
</tbody>
</table>
If a Bid Security shall be required, the amount and currency of the Bid Security shall be Kenya Shillings One million, five hundred thousand (Kshs.1,500,000.00)

**ITB 19.3 (d)**  
Other types of acceptable securities: *no other forms of Bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable.*

**ITB 20.1**  
In addition to the original of the Bid, the number of copies is *one hard copy and one soft copy.*

**ITB 20.3**  
The written confirmation of authorization to sign on behalf of the Bidder shall consist of *the power of attorney.*

### D. Submission and Opening of Bids

**ITB 22.1**  
For *Bid submission purposes* only, the Purchaser’s address is:

**The Chief Executive Officer**  
**Kenya National Examinations Council**  
P.O. Box: 73598 00200,  
Nairobi, Kenya.  
**Head Office**  
National Housing Corporation (NHC) House,  
Aga Khan Walk,- 6th Floor.  
Tel:+254 020 3317412 / 3317413 / 3317419 / 3317427 / 3341027  
3341050 / 3341071 / 3341098 / 3341113 / 2213381  
Fax: +254-020- 2226032  
Mobile:0720741001/0732333860  
Email address: ceo@knec.ac.ke  
Website: [www.knec.ac.ke](http://www.knec.ac.ke)

**The deadline for Bid submission is:**  
**Date:**  *10th July 2019*  
**Time:**  *11.00am EAT*  
Bidders shall not have the option of submitting their Bids electronically.

**ITB 25.1**  
The Bid opening shall take place at:  
**Street Address:**  *Aga Khan Walk*  
**Floor/ Room number:**  *Conference Room at National Housing Corporation Building, 6th Floor.*  
**City:**  *Nairobi*
Country: **Kenya**  
Date: **10th July 2019**  
Time: **11.00am EAT**

<table>
<thead>
<tr>
<th>ITB 25.6</th>
<th>The Letter of Bid and Price Schedules shall be initialed and be numbered by the authorized representatives of the Purchaser conducting Bid opening.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 25.6</td>
<td></td>
</tr>
</tbody>
</table>

**E. Evaluation and Comparison of Bids**

| ITB 32.1 | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is **Kenya Shillings**.  
The source of exchange rate shall be Central Bank of Kenya.  
The date for the exchange rate shall be **10th July 2019** |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 32.1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 33.1</th>
<th>A margin of domestic preference <strong>shall not</strong> apply.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 33.1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 34.2(a)</th>
<th>Evaluation will be done for all items as one bid.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 34.2(a)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 34.6</th>
<th>The criteria under ITB 34.6 will not be applied.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 34.6</td>
<td></td>
</tr>
</tbody>
</table>

**F. Award of Contract**

| ITB 42 | The maximum percentage by which quantities may be increased is: **15%**  
The maximum percentage by which quantities may be decreased is: **15%** |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 42</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 45.1</th>
<th>The successful Bidder <strong>shall</strong> submit the Beneficial Ownership Disclosure Form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 45.1</td>
<td></td>
</tr>
</tbody>
</table>

| ITB 47.1 | The procedures for making a Procurement-related Complaint are detailed in the “**Procurement Regulations for IPF Borrowers** (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  
**For the attention:** Dr. Mercy G. Karago  
**Title/position:** Ag. Chief Executive Officer  
**Purchaser:** The Kenya National Examinations Council  
**Email address:** ceo@knec.ac.ke  
In summary, a Procurement-related Complaint may challenge any of the following: |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 47.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. the terms of the Bidding Documents; and</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>2. the Purchaser’s decision to award the contract.</td>
</tr>
</tbody>
</table>
Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

Contents

1. Margin of Preference (ITB 33) ........................................................................................................................................... 44
2. Evaluation (ITB 34) ......................................................................................................................................................... 45
3. Qualification (ITB 37) ....................................................................................................................................................... 48
1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser’s Country for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

(a) **Group A**: Bids offering goods manufactured in the Purchaser’s Country, for which (i) labor, raw materials, and components from within the Purchaser’s Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;

(b) **Group B**: All other Bids offering Goods manufactured in the Purchaser’s Country;

(c) **Group C**: Bids offering Goods manufactured outside the Purchaser’s Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser’s reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated costs of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

**Most Advantageous Bid**

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and
(b) the lowest evaluated cost.

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)
No additional criteria will be applied apart from Preliminary, Technical and Financial Evaluation as shown below

Evaluation Criteria
Bidders MUST respond to all the requirements stated in all the sections of this document. Therefore the tables below are samples and it is the responsibility of the bidder to include all the requirements as stated in this document. Responses such as COMPLIED, YES, or TICK shall be considered non-responsive. Bidders MUST also indicate the hardware model, attach the manufacturer authorization certificate, attach the brochures and describe how their proposed specifications shall meet KNEC requirements.

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

A. **STAGE 1**: Compliance with Mandatory/ Preliminary Requirements;
B. **STAGE 2**: The Technical Evaluation (Capacity to Deliver the Service)
   - Section 1: Mandatory technical for all the hardware
   - Section 2: Technical scoring for other technical aspects (The staff, past performance and project implementation plans)
   - Section 3: Due-diligence (Mandatory and scoring)
C. **STAGE 3**: The Financial Evaluation (quoted prices)
Stage I: Pre-Qualification Criteria/Preliminary or mandatory requirements

The minimum criteria mentioned in the RFP for bidder to qualify are mentioned in the table below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Pre-qualification Criteria</th>
<th>Documentary Evidence Required</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Bidder should be registered under the Companies Act of the respective country, and should be in existence for at least the last 8 years.</td>
<td>Must Submit a copy of certified Registration Certificate/Certificate of Incorporation issued by Registrar of Companies of respective country.</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>Provide copy of Business permit from the county</td>
<td>Valid Business permit</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>Completed price schedule as per the form provided.</td>
<td>Price schedule</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>Number all document pages (tender document must be serialised)</td>
<td>Serialised pages of the tender document</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>The Bidder should submit the bid bond/Tender security of Ksh. 1,500,000,000 Valid for 120 days from the date of tender closing and Price Validity for a period of 120 days from the date of tender closing</td>
<td>Bid bond from bank or accredited financial institution valid for 120 days Price validity period of 120 days</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Power of attorney/Authorization Letter, Giving the name</strong> of person who should be signing the Bid, authorizing him to submit/execute this agreement as a binding document</td>
<td><strong>Power of attorney/Authorization Letter</strong></td>
<td>Yes</td>
</tr>
</tbody>
</table>
7. The Bidder should submit valid letters from the proposed OEM’s/manufacturer confirming:
   - Authorizing the bidder
   - Confirm products / solutions quoted are not “end of life” products
   - Support including spares/patches for quoted products are available for the next 5 years post system go-live for all Data Centre and disaster recovery centre equipment & software
   - Support including spares/patches for quoted products are available for the next 5 years post system go-live for all computing infrastructure & software
   - Certified letter from OEM/Manufacturer authorized signatory Proof of manufacturer certification (Manufacturer’s Authorization letter or Accreditation) for all the supplied hardware and support for the 5 years post system go-live

8. Must Submit a copy of Valid Tax Compliance certificate or a letter from the authority that the country of origin does not pay tax or tax exempt letter

9. Must submit a dully-filled up Confidential Business Questionnaire and stamped and signed form of tender in format provided and should be signed by the authorized person.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>The Bidder should submit valid letters from the proposed OEM’s/manufacturer confirming:</td>
<td>Certified letter from OEM/Manufacturer authorized signatory Proof of manufacturer certification (Manufacturer’s Authorization letter or Accreditation) for all the supplied hardware and support for the 5 years post system go-live</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>Must Submit a copy of Valid Tax Compliance certificate or a letter from the authority that the country of origin does not pay tax or tax exempt letter</td>
<td>Valid Tax Compliance certificate or tax exempt letter</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>Must submit a dully-filled up Confidential Business Questionnaire and stamped and signed form of tender in format provided and should be signed by the authorized person.</td>
<td>Dully filled up Confidential Business Questionnaire and stamped and signed form of tender</td>
<td>Yes</td>
</tr>
</tbody>
</table>

AT THIS STAGE, TENDERERS SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. ANY BIDDER WHO HAS A “NO” IN ANY OF THE ITEMS WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER. BIDDERS WILL THEREFORE PROCEED TO THE TECHNICAL EVALUATION STAGE ONLY IF THEY QUALIFY IN COMPLIANCE WITH ALL THE ITEMS AT THIS STAGE.
STAGE 2: THE TECHNICAL EVALUATION

Section 1: Mandatory technical for all items (Yes / NO)

1.3.1 SIEM Functional and Technical Requirements

The proposed SIEM solution will collect data from several network equipment (Cisco, HP, Sophos, EMC and Dell, Microsoft etc.), Web based applications (IIS, Apache Tomcat, Apache, Nginx etc.), database servers (MS SQL, Postgres, MySQL etc.), application servers (Exchange, In house developed systems etc.), file and print servers, AD domain controllers, DHCP Servers, WINS Servers and LINUX servers.

The selected vendor shall deploy the SIEM Solution and deliver Security Operation Centre(SOC) services including but not limited to performance monitoring, performance tuning, optimization, and maintenance of SIEM & security tools, SIEM log backup, troubleshooting, security monitoring, security product management and administration, Internal Vulnerability and Penetration testing, application security testing and Database Monitoring.

The bidder **MUST** fill in the technical requirements compliance matrix presented below.

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>COMPLIANCE (SCORE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SIEM DEVICE SPECS</td>
</tr>
<tr>
<td>2</td>
<td>The solution must be delivered together with a hardware appliance. No additional license is required to be purchased to make the system function, other than for the solution itself.</td>
</tr>
<tr>
<td>3</td>
<td>The SIEM tool should be appliance based and rack mountable. Software based solutions are not accepted.</td>
</tr>
<tr>
<td>4</td>
<td>Collect, parse, normalize, categorize and store data from a wide variety of Council’s systems (i.e. servers, applications, network infrastructure, etc.)</td>
</tr>
<tr>
<td>5</td>
<td>Correlate and analyze data; detect threats in as close as real time as possible.</td>
</tr>
<tr>
<td>6</td>
<td>Improve the Council’s information security posture by providing 24x7 monitoring and participate in automated intelligent response.</td>
</tr>
<tr>
<td>7</td>
<td>Able to assist in performing forensic analysis to determine the root cause of the operational problems and security incidents.</td>
</tr>
<tr>
<td>8</td>
<td>Provide security analytics to assist in the analysis of the impact and/or scope of a potential information security incident</td>
</tr>
<tr>
<td>9</td>
<td>Present system’s findings and analytics in a clear and logical manner to save staff time in review of information security reports and findings</td>
</tr>
<tr>
<td>10</td>
<td>Lessen the amount of time and expertise required to adequately monitor and manage the volumes of log data and information that are collected through the Council.</td>
</tr>
<tr>
<td></td>
<td>Requirement</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>Eliminate false positives from true positives and alert responsible KNEC ICT staff only those events that are relevant in real-time when an anomaly or threat is detected (through email and mobile app) and interoperate with other information security tools (i.e. firewalls, IPS, etc.) to immediately contain the identified threats at network speed</td>
</tr>
<tr>
<td>11</td>
<td>Provide capability to baseline information security patterns; detect and differentiate between activity patterns that can be good indicators of normal as well as abnormal activity.</td>
</tr>
<tr>
<td>12</td>
<td>Proposed SIEM solution should be able to scale to capture Layer2-Layer 7 Traffic along with the logs</td>
</tr>
<tr>
<td>13</td>
<td>The Solution should provide web based administration (both http and https)/ user interface for device management and monitoring.</td>
</tr>
<tr>
<td>14</td>
<td>The solution should be able to capture information about criticality ratings of assets and should leverage that information while performing correlation and raising alerts/incidents.</td>
</tr>
<tr>
<td>15</td>
<td>The solution should scale out and allow future growth</td>
</tr>
<tr>
<td>16</td>
<td>Solution should be capable to generate alerts, register and send the same through message formats like SMTP, Mobile app, Syslog, and SNMP as per user configurable parameters</td>
</tr>
</tbody>
</table>

### B Event Log Management/Features

<table>
<thead>
<tr>
<th></th>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The solution proposed should integrate with the existing security infrastructure.</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>The proposed solution should support Windows, Linux, Mac, etc operating systems</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>The proposed solution should analyze and search events on real time.</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>The proposed solution should store events in their raw format</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>Able to log data, in part, to help you differentiate between normal and abnormal behavior</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>Provide advanced contextual-security analytics utilizing user and entity behavior analytics (UEBA) and external threat intelligence.</td>
<td>Yes</td>
</tr>
<tr>
<td>7</td>
<td>Provide capability to perform root cause analysis of information security related events in real-time with built-in intelligence</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>Maintain a detailed logging functionality for the proposed system to retain all system communications, system and user activities, and other critical system information that is pertinent for secure system operations</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### C Reporting

<table>
<thead>
<tr>
<th></th>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The solution should provide a graphical real time monitor display of selected servers, firewalls, switches, routers, operating system, antivirus systems</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>The solution to provide log in/log out audit history/reporting</td>
<td>Yes</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>3</td>
<td>Provide a list of all reports provided by the proposed solution. Include sample copies of relevant reports as attachment to your submission</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Daily bandwidth usage monitoring</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>Retain the collected actionable data for 2 years for on-demand search and historical reporting</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**D Security and Audit**

|   | The proposed solution should not cause any security vulnerability to KNEC systems. | Yes |
| 2 | Vendor must provide information about their responsible disclosure program/process | Yes |
| 3 | Vendor should provide procedures for patching of the proposed solution including the third party components that the proposed solution relies on | Yes |

**E Storage**

|   | Provide ample growth capacity for compute and storage to add more systems to monitor and collect data from | Yes |
| 2 | Retain the collected actionable data for at least 12 months | Yes |

**F Hardware Specification**

<table>
<thead>
<tr>
<th></th>
<th>CPU - Intel Xeon E5-2620V3 6C12T 2.40 GHz</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Memory - DDR4 32 GB (4x 8 GB)</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Network Interface - 4x GE RJ45 ports</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Storage Capacity - Minimum installed 20 TB</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>USB Port - 2x USB 2.0; 2x USB 3.0</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>Console port - DB9</td>
<td>Yes</td>
</tr>
<tr>
<td>7</td>
<td>Power - 100–240V AC, 60–50 Hz</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>Form Factor - 2U</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>Memory - DDR4 32 GB (4x 8 GB)</td>
<td>Yes</td>
</tr>
<tr>
<td>11</td>
<td>Network Interface - 4x GE RJ45 ports</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**G Warranty**

Warranty and 24*7 support for hardware, software and licenses(Part/Labor/On-site Support) 1yr/1yr/1yr Yes

### 1.3.2 Next generation firewall solution

**a. General requirements**

Explain in detail how your proposed solution supports or provides alternatives for the following:

- Explain the service level targets the solution has been architected to achieve
- Explain the redundancy that is architected into the proposed solution
- Explain the support model
- Explain the process for software/firmware upgrades
• Explain any additional software (if any) that may be required for any of the items above (i.e. third party or additional software that must be installed on a host connecting to the system)
• Explain the migration plan for moving to the next generation
• Explain how the system can accept and normalize input from diverse data sources
• Explain how the proposed solution can provide event correlation and analysis views for investigation of system troubleshooting or security incidents
• Explain how access to data from groups of systems or different types of data can be controlled
• Explain how the proposed solution can scale within the enterprise to allow for future growth (the next five years) in input feeds and users
• Explain the ability of granular administration (Multi-tenant) (Multi-Admins)
• Explain the management tools proposed with your solution
• We are interested in a full suite of capabilities including orchestration and provisioning, solution management, performance monitoring, resource monitoring, alerting and notification as well as external dashboard displays
• Explain the licensing model for all proposed features and options
• All training prices should allow for on-site training for up to 3 system administrators
• Fully explain your estimated three (3) year projected costs (see pricing section).
b. **Technical requirements**

The bidder **MUST** fill in the technical requirements compliance matrix presented below.

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>COMPLIANCE (SCORE)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A Firewall</strong></td>
<td></td>
</tr>
<tr>
<td>1 The security gateway must support deep packet inspection</td>
<td>Yes</td>
</tr>
<tr>
<td>2 The security gateway must be capable of supporting firewall throughput of at least 80Gbps</td>
<td>Yes</td>
</tr>
<tr>
<td>3 The security gateway must be capable of supporting at least 15 Million concurrent connections</td>
<td>Yes</td>
</tr>
<tr>
<td>4 The security gateway must be capable of supporting at least 200,000 new connections per second</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Must allow security rules to be enforced within time intervals to be configured with an expiry date/time.</td>
<td>Yes</td>
</tr>
<tr>
<td>6 The following user authentication schemes must be supported by the security gateway and VPN module: Active Directory and digital certificates.</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Solution must include a local user database to allow user authentication and authorization without the need for an external device</td>
<td>Yes</td>
</tr>
<tr>
<td>8 Solution must include the ability to work in Transparent/Bridge mode</td>
<td>Yes</td>
</tr>
<tr>
<td>9 Solution must support gateway high availability and load sharing with state synchronization</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>B IPS (Intrusion Prevention System)</strong></td>
<td></td>
</tr>
<tr>
<td>1 The IPS throughput should be at least 15Gbps</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Solution must protect against a wide range of threats, including worms, application-layer attacks, operating-system-level attacks, rootkits, spyware, peer-to-peer file sharing, instant messaging, zero day protection</td>
<td>Yes</td>
</tr>
<tr>
<td>3 IPS must provide an automated mechanism to activate or manage new signatures from updates.</td>
<td>Yes</td>
</tr>
<tr>
<td>4 IPS must support network exceptions based on source, destination, service or a combination of the three.</td>
<td>Yes</td>
</tr>
<tr>
<td>5 IPS application must have a centralized event correlation and reporting mechanism.</td>
<td>Yes</td>
</tr>
<tr>
<td>6 The administrator must be able to define network and host exclusions from IPS inspection.</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Solution must protect from DNS Cache Poisoning, and prevents users from accessing blocked domain addresses.</td>
<td>Yes</td>
</tr>
<tr>
<td>8 Solution must provide VOIP protocols protections.</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>C Identity Awareness and User Directory</strong></td>
<td></td>
</tr>
<tr>
<td>1 Must have a browser based User Identity authentication method for non-domain users or assets.</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Must support single sign on.</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Must be able share or propagate user identities between multiple security gateways.</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Must be able to create identity roles to be used across all security application</td>
<td>Yes</td>
</tr>
<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>5</td>
<td>Must have Support for Microsoft Active Directory</td>
</tr>
<tr>
<td>6</td>
<td>Must support Centralized User Management</td>
</tr>
<tr>
<td><strong>D Application Control &amp; URL Filtering</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Solution must be able to create a filtering rule with multiple categories.</td>
</tr>
<tr>
<td>2</td>
<td>Solution must have users and groups granularity with security rules.</td>
</tr>
<tr>
<td>3</td>
<td>The solution must have an easy to use, searchable interface for applications and URLs</td>
</tr>
<tr>
<td>4</td>
<td>The solution must have unified application control and URLF security rules.</td>
</tr>
<tr>
<td>5</td>
<td>The solution must provide a mechanism to limit application usage based on bandwidth consumption.</td>
</tr>
<tr>
<td>6</td>
<td>The solution must allow network exceptions based on defined network objects</td>
</tr>
<tr>
<td>7</td>
<td>The solution must provide the option to modify the Blocking Notification and to redirect the user to a remediation page.</td>
</tr>
<tr>
<td>8</td>
<td>Solution must include a Black and White lists mechanism to allow the administrator to deny or permit specific URLs regardless of the category</td>
</tr>
<tr>
<td>9</td>
<td>Solution must have configurable bypass mechanisms</td>
</tr>
<tr>
<td></td>
<td>Should enable blocking of Peer-Peer applications, like Kazaa, Gnutella, Bit Torrent, IRC (over HTTP)</td>
</tr>
<tr>
<td></td>
<td>Should be able to block Instant Messaging like Yahoo, MSN, Skype</td>
</tr>
<tr>
<td></td>
<td>Providing a mechanism to limit application usage based on bandwidth consumption</td>
</tr>
<tr>
<td></td>
<td>Granular Application Visibility and Application control database must contain more than 4000 known applications</td>
</tr>
<tr>
<td></td>
<td>Filters on hundreds of millions of URLs in over 80 categories</td>
</tr>
<tr>
<td><strong>E Anti-Bot and Anti-Virus</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Vendor must have an integrated Anti-Bot and Anti-Virus application on the next generation firewall.</td>
</tr>
<tr>
<td>2</td>
<td>Anti-bot application must be able to detect and stop suspicious abnormal network behavior.</td>
</tr>
<tr>
<td>3</td>
<td>Anti-Bot applications must be able to scan for bot actions.</td>
</tr>
<tr>
<td>4</td>
<td>Anti-Bot and Anti-Virus policy must be administered from a central console.</td>
</tr>
<tr>
<td>5</td>
<td>Anti-Bot and Anti-Virus application must have a centralized event correlation and reporting mechanism.</td>
</tr>
<tr>
<td>6</td>
<td>Anti-virus application must be able to prevent access to malicious websites</td>
</tr>
<tr>
<td>7</td>
<td>Anti-virus application must be able to inspect SSL encrypted traffic.</td>
</tr>
<tr>
<td>8</td>
<td>Anti-Bot and Anti-Virus must be have real time updates from a cloud based service</td>
</tr>
<tr>
<td>9</td>
<td>Anti-Virus must be able to stop incoming malicious files.</td>
</tr>
<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------</td>
</tr>
<tr>
<td>10</td>
<td>The software features should be able to detect bot-infected machines, prevent bot damages by blocking bot C&amp;C communications to fight cyber crime.</td>
</tr>
<tr>
<td><strong>F</strong> Threat Emulation</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The solution must have the ability to Protect against zero-day attacks before static signature protections have been created</td>
</tr>
<tr>
<td>2</td>
<td>The solution must have the ability for analyzing and detecting malware in business documents such as Adobe PDFs and MS Office files as well as EXE and Zip files</td>
</tr>
<tr>
<td>3</td>
<td>The solution must have the ability for flexible deployment using local appliances or the cloud.</td>
</tr>
<tr>
<td>4</td>
<td>The solution must provide the ability for Zero false-positives</td>
</tr>
<tr>
<td>5</td>
<td>The solution must have the ability to emulate attacks targeting multiple OS environments, at least : Windows 7, Windows 8, Windows 10, Ubuntu linux</td>
</tr>
<tr>
<td>6</td>
<td>The solution must provide the ability to be centrally managed</td>
</tr>
<tr>
<td>7</td>
<td>The solution must have the ability to increase security with automatic sharing of new attack information with other gateways in means of signature updates etc.</td>
</tr>
<tr>
<td>8</td>
<td>Solution can inspect and block attacks passing in via HTTPS without additional device.</td>
</tr>
<tr>
<td><strong>G</strong> Anti-Spam &amp; Email Security</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Anti-Spam and Email security application must have real-time classification and protections based on detected spam outbreaks which are based on patterns and not content.</td>
</tr>
<tr>
<td>2</td>
<td>The Anti-Spam and Email security application must include IP reputation blocking based on an online service to avoid false positives</td>
</tr>
<tr>
<td>3</td>
<td>Solution must include a Zero-hour protection mechanism for new viruses spread through email and spam without relying solely in heuristic or content inspection</td>
</tr>
<tr>
<td><strong>H</strong> VPN</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Internal CA and External third party CA must be supported.</td>
</tr>
<tr>
<td>2</td>
<td>Solution must support data integrity with md5, sha1 SHA-256, SHA-384 and AES-XCBC</td>
</tr>
<tr>
<td>3</td>
<td>Solution must include support for site-to-site VPN</td>
</tr>
<tr>
<td>4</td>
<td>Solution must include support for at least 3000 IPSec VPN clients</td>
</tr>
<tr>
<td>5</td>
<td>Solution must support clientless SSL VPNs for at least 200 concurrent connections</td>
</tr>
<tr>
<td>6</td>
<td>Solution must support domain based VPNs and route based VPNs</td>
</tr>
<tr>
<td>7</td>
<td>Solution must include the ability to establish VPNs with gateways with dynamic public IPs</td>
</tr>
<tr>
<td>8</td>
<td>Solution must include IP compression for client-to-site and site-to-site VPNs</td>
</tr>
<tr>
<td><strong>I</strong> Security Management</td>
<td></td>
</tr>
<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>1 Security management application must support role based administrator accounts. For instance roles for firewall policy management only or role for log viewing only.</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Solution must include the ability to use external CAs, that supports PKCS#12, CAPI or Entrust standards.</td>
<td>Yes</td>
</tr>
<tr>
<td>3 All security applications must be managed from the central console.</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Solution must include a search option to be able to easily query which network object contain a specific IP or part of it.</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Solution must provide the option to add management high availability, using a standby management server that is automatically synchronized with the active one, without the need for an external storage device</td>
<td>Yes</td>
</tr>
<tr>
<td>6 Solution must include a tool to centrally manage licenses of all gateways controlled by the management station</td>
<td>Yes</td>
</tr>
<tr>
<td>J Threat Prevention Updates</td>
<td></td>
</tr>
<tr>
<td>1 Vendor must provide the details of its threat prevention update mechanism and its ability to handle zero day attacks across all next generation threat prevention applications including IPS, Application Control, URL filtering, Anti-Bot and Anti-Virus.</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Vendor must provide details on the re-categorization of URL, under the circumstances that applications and websites have been comprised and possibly distributing malware.</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Vendor should have the capability to provide incident handling</td>
<td>Yes</td>
</tr>
<tr>
<td>K Logging and Monitoring</td>
<td></td>
</tr>
<tr>
<td>1 The central logging must be part of the management system.</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Log viewer must have an indexed search capability</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Solution must have the ability to log all integrated security applications on the gateway and including IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot, Anti — Spam, User Identity, Data Loss Prevention, Mobile Access.</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Solution must provide different logs for regular user activity and management related logs</td>
<td>Yes</td>
</tr>
<tr>
<td>5 For each match rule or type of event, solution must provide at least the following event options: Log, alert, SNMP trap, email and execute a user defined script</td>
<td>Yes</td>
</tr>
<tr>
<td>6 Solution must support exporting logs in database format</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Solution must support automatic switch of the log file, based on a scheduled time or file size</td>
<td>Yes</td>
</tr>
<tr>
<td>8 Solution must be able to associate a username and machine name to each log record.</td>
<td>Yes</td>
</tr>
<tr>
<td>9 Solution must include a graphical monitoring interface that provides an easy way to monitor the gateway's status</td>
<td>Yes</td>
</tr>
<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------</td>
</tr>
<tr>
<td>10</td>
<td>Solution must include preconfigured graphs to monitor the evolution in time of traffic and system counters: top security rules, top P2P users, VPN tunnels, network traffic and other useful information. Solution must provide the option to generate new customized graphs with different chart types.</td>
</tr>
<tr>
<td>11</td>
<td>Solution must include the option to record traffic and system views to a file for later viewing at any time.</td>
</tr>
<tr>
<td><strong>L Reporting</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Solution must be fully integrated in the management application.</td>
</tr>
<tr>
<td>2</td>
<td>Solution must include a tool to correlate events from all the gateway features and third party devices.</td>
</tr>
<tr>
<td>3</td>
<td>Solution must allow the creation of filters based on any characteristic of the event such as security application, source and destination IP, service, event type, event severity, attack name, country of origin and destination, etc.</td>
</tr>
<tr>
<td>4</td>
<td>The event correlation application must supply a graphical view of events based on time.</td>
</tr>
<tr>
<td>5</td>
<td>Solution must show the distribution of events per country on a map.</td>
</tr>
<tr>
<td>6</td>
<td>Solution must allow the administrator to group events based on any of its characteristics, including many nesting levels and export to PDF.</td>
</tr>
<tr>
<td>7</td>
<td>Solution must include the option to search inside the list of events, drill down into details for research and forensics.</td>
</tr>
<tr>
<td>8</td>
<td>In the event list view Solution must include the option to automatically generate small graphs or tables with the event, source and destination distribution.</td>
</tr>
<tr>
<td>9</td>
<td>Solution must detect Denial of Service attacks correlating events from all sources.</td>
</tr>
<tr>
<td>10</td>
<td>Solution must detect an administrator login at irregular hour.</td>
</tr>
<tr>
<td>11</td>
<td>Solution must detect credential guessing attacks.</td>
</tr>
<tr>
<td>12</td>
<td>Solution must include predefined hourly, daily, weekly and monthly reports. Including at least Top events, Top sources, Top destinations, Top services, Top sources and their top events.</td>
</tr>
<tr>
<td><strong>M Management Portal</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Solution must include a browser based access to view in read-only the security policies, manage firewall logs and users providing access to managers and auditors without the need to use the management application.</td>
</tr>
<tr>
<td>2</td>
<td>Solution must include SSL support and configurable port.</td>
</tr>
<tr>
<td><strong>N Captive Portal</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The solution must provide a captive portal for users to authenticate when accessing the Internet.</td>
</tr>
<tr>
<td>2</td>
<td>The portal must be customizable to allow custom messages.</td>
</tr>
<tr>
<td><strong>O Hardware and Interface (Minimum requirements)</strong></td>
<td></td>
</tr>
<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>1 Multicore processing environment</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Minimum 16GB memory</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Internal storage (Minimum 480 SSD)</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Minimum Flash storage 8GB</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Four (4) * 10 GbE SFP+ interfaces</td>
<td>Yes</td>
</tr>
<tr>
<td>6 Eight (8) * 1 GbE SFP interfaces</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Eight (8) * 1 GbE interfaces</td>
<td>Yes</td>
</tr>
<tr>
<td>8 1 GbE Management interface</td>
<td>Yes</td>
</tr>
<tr>
<td>9 Console Port</td>
<td>Yes</td>
</tr>
<tr>
<td>10 Usb Port</td>
<td>Yes</td>
</tr>
<tr>
<td>11 Two (2) * redundant power supplies</td>
<td>Yes</td>
</tr>
<tr>
<td>12 Two (2) * redundant cooling fans</td>
<td>Yes</td>
</tr>
<tr>
<td>13 Rack Mountable</td>
<td>Yes</td>
</tr>
<tr>
<td>14 Input Power: 100 - 240V</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Warranty**

- Warranty and 24*7 support for hardware, software and licenses (Part/Labor/On-site Support) 1yr/1yr/1yr

Yes
### Section 4 – Bidding Forms

1.1. **Section 2: Technical scoring for other technical areas (the detailed specifications are as stated in the above sections)**

<table>
<thead>
<tr>
<th>Evaluation attribute</th>
<th>Weighting Score</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Requirement (as described above)</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Performance</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>Scalability and Performance</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>Availability</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>Manageability</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>Architecture</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Optimization</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>System integration</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td>Documentations</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Business continuity</td>
<td>2.5</td>
<td></td>
</tr>
</tbody>
</table>

**TECHNICAL STAFF**

At least 4 Technical staff with specific qualifications and experience to support the solution as detailed below (Project manager, network engineer, systems integration engineer and security expert)

<table>
<thead>
<tr>
<th></th>
<th>5Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager:</td>
<td></td>
</tr>
<tr>
<td>• Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline (1M)</td>
<td></td>
</tr>
<tr>
<td>• Minimum of 3 years’ experience in IT with minimum 2 years in Project Management.(3M)</td>
<td></td>
</tr>
<tr>
<td>• PMI or other equivalent project management certifications.(1M)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>5Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network engineers/administrator</td>
<td></td>
</tr>
<tr>
<td>• Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline (1M)</td>
<td></td>
</tr>
<tr>
<td>• 3 years of experience in similar occupations, such as network administrator and extensive knowledge of networks and active equipment installation through professional experience. (3M)</td>
<td></td>
</tr>
<tr>
<td>• Industry Standard Certification on infrastructure and networks(1M)</td>
<td></td>
</tr>
</tbody>
</table>
### Security engineers
- Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline
- Minimum of 3 years’ experience in system security and Extensive knowledge of computer systems and networks through professional experience.
- Relevant Certifications in security (5Marks)

### Integration engineer
- Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline
- Minimum of 3 years experience in system/equipment integration. Should also have the technical expertise to monitor and support various devices / tools.
- Certification in computer hardware, software, and networking (5Marks)

### PAST PERFORMANCE (FIRM EXPERIENCE)
The Bidder should have experience in having deployed or handled 4 (Four) similar ICT security solutions (with scope of work similar to that specified in this document over multiple locations where necessary and for at least 4 different companies during the last 7 years. 
Provide a list of major customers where the product has been implemented successfully. 
(Provide contact details of the company/organization, copy of LPO/Contract, Recommendation letter and completions certificate for each assignment).

### PROJECT IMPLEMENTATION PLANS & METHODOLOGY

<table>
<thead>
<tr>
<th>Plan</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execution/Implementation plan</td>
<td>5</td>
</tr>
<tr>
<td>Training plan</td>
<td>5</td>
</tr>
<tr>
<td>Test plan</td>
<td>5</td>
</tr>
<tr>
<td>Support plan</td>
<td>5</td>
</tr>
<tr>
<td>Migration plan</td>
<td>5</td>
</tr>
</tbody>
</table>

### 1. FINANCIAL STABILITY (LIQUIDITY)

<table>
<thead>
<tr>
<th>Metric</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Profitability Margin</td>
<td></td>
</tr>
<tr>
<td>- Above 20%</td>
<td>3</td>
</tr>
<tr>
<td>- 10-19%</td>
<td>1.5</td>
</tr>
</tbody>
</table>

55 marks
Section IV – Bidding Forms

1.2. Liquidity Ratio
Must attach company audited accounts for the last two consecutive years

| ✓ 5-9% 1.0 marks and |
| ✓ 1-4% 0.5 mark |

1.3. The Bidder should have an annual turnover of at least Ksh 70,000,000 during each of the last three financial years (i.e. 2015-2016, 2016-2017, 2017-2018)

1.4. Valid certified auditor’s certificate

| Three years audited financial statements showing annual turnover of at least Ksh 70,000,000 AND Valid certified auditor’s certificate (4 marks) |

GRAND TOTAL 100

NB: Only bidders who will have scored 75% and above will be considered for financial evaluation. The bidders who score below 75% will be considered non-responsive and will be eliminated from proceeding to next stage of financial evaluation.

STAGE 3: THE FINANCIAL EVALUATION

1.1.1. Bidders whose technical proposals will have met technical evaluation criterion described above and will proceed for financial evaluation. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder’s proposal.

1.1.2. The evaluation committee will determine whether the financial proposals are complete i.e. whether the bidder has priced all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

NB: The lowest evaluated bidder shall be subjected the next stage of due diligence.

STAGE 4: DUE DILIGENCE

1. KNEC prior to the award of the tender, shall conduct due diligence to confirm and verify the qualifications of the bidder. At the due diligence stage, the bidder shall be evaluated on a pass/fail and scoring basis to ascertain the information provided at the technical capacity stage.

2. KNEC will conduct due diligence on any of the references provided by the bidder in this tender documents to confirm information provided. In addition, KNEC may seek
information about the bidder from any other source whether or not the individuals or organizations contacted have been referenced by the bidder.

2.1. Overall Ranking
The overall ranking will be according to the lowest financially evaluated bidder.

*The KNEC may conduct interviews for the above proposed resources to approve the deployment. The mode of interview would be determined by the KNEC.*

2.2. Multiple Contracts (ITB 34.4)
If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

(a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;

(b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;

(c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder(s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and

(d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

2.3. Alternative Bids (ITB 13.1)

*An alternative if permitted under ITB 13.1, will be evaluated as follows:*

[insert one of the following]

“A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid.”

or
“A Bidder may submit an alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Bids received, for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 34.”

3. Qualification (ITB 37)

3.1 Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) If the Bidder is a manufacturer:

(i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

[list the requirement(s) including period]

(ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the bidding document.]

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: [list the requirement(s)]

(b) If Bidder is not a manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer’s Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least [insert number of contracts] contracts of similar goods in the past [insert number of years] years.
## Section IV - Bidding Forms

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<td>Form of Bid-Securing Declaration</td>
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<tr>
<td>Manufacturer’s Authorization</td>
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</tr>
</tbody>
</table>
Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]
RFB No.: [insert number of RFB process]
Request for Bid No.: [insert identification]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

(a) No reservations: We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
(b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
(c) Bid/Proposal-Securing Declaration: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with ITB 4.7;
(d) Conformity: We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
(e) Bid Price: The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

(f) Discounts: The discounts offered and the methodology for their application are:
(i) The discounts offered are: [Specify in detail each discount offered.]
(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];

(g) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(i) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(k) **State-owned enterprise or institution**: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];

(l) **Commissions, gratuities, fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

(If none has been paid or is to be paid, indicate “none.”)

(m) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(n) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(o) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
Name of the Bidder: *[insert complete name of the Bidder]*

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.
## Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

| Date: [insert date (as day, month and year) of Bid submission] |
| RFB No.: [insert number of RFB process] |
| Alternative No.: [insert identification No if this is a Bid for an alternative] |

Page __________ of ______ pages

1. Bidder’s Name [insert Bidder’s legal name]

2. In case of JV, legal name of each member: [insert legal name of each member in JV]

3. Bidder’s actual or intended country of registration: [insert actual or intended country of registration]

4. Bidder’s year of registration: [insert Bidder’s year of registration]

5. Bidder’s Address in country of registration: [insert Bidder’s legal address in country of registration]

6. Bidder’s Authorized Representative Information

   Name: [insert Authorized Representative’s name]
   Address: [insert Authorized Representative’s Address]
   Telephone/Fax numbers: [insert Authorized Representative’s telephone/fax numbers]
   Email Address: [insert Authorized Representative’s email address]

7. Attached are copies of original documents of [check the box(es) of the attached original documents]

   - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.
   - In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
   - In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:
     - Legal and financial autonomy
     - Operation under commercial law
     - Establishing that the Bidder is not under the supervision of the Purchaser

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. [If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]
Bidder’s JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: [insert date (as day, month and year) of Bid submission]
RFB No.: [insert number of Bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

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<p>| | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Name: [insert Bidder’s legal name]</td>
</tr>
<tr>
<td>2.</td>
<td>Bidder’s JV Member’s name: [insert JV’s Member legal name]</td>
</tr>
<tr>
<td>3.</td>
<td>Bidder’s JV Member’s country of registration: [insert JV’s Member country of registration]</td>
</tr>
<tr>
<td>4.</td>
<td>Bidder’s JV Member’s year of registration: [insert JV’s Member year of registration]</td>
</tr>
<tr>
<td>5.</td>
<td>Bidder’s JV Member’s legal address in country of registration: [insert JV’s Member legal address in country of registration]</td>
</tr>
<tr>
<td>6.</td>
<td>Bidder’s JV Member’s authorized representative information Name: [insert name of JV’s Member authorized representative] Address: [insert address of JV’s Member authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV’s Member authorized representative] Email Address: [insert email address of JV’s Member authorized representative]</td>
</tr>
<tr>
<td>7.</td>
<td>Attached are copies of original documents of [check the box(es) of the attached original documents] ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.</td>
</tr>
<tr>
<td>8.</td>
<td>Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. [If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</td>
</tr>
</tbody>
</table>
Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]
## Price Schedule: Goods

(Group C Bids, goods to be imported)

Currencies in accordance with ITB 15

<table>
<thead>
<tr>
<th>Line Item N°</th>
<th>Description of Goods</th>
<th>Country of Origin</th>
<th>Delivery Date as defined by Incoterms</th>
<th>Quantity and physical unit</th>
<th>Unit price CIP [insert place of destination] in accordance with ITB 14.8(b)(i)</th>
<th>CIP Price per line item (Col. 5x6)</th>
<th>Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS</th>
<th>Total Price per Line item (Col. 7+8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Security Incident and Event Management (SIEM)</td>
<td>1</td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Next Gen Firewall</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Insert Date]
Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Purchaser to insert its name and address]

RFB No.: [Purchaser to insert reference number for the Request for Bids]

Alternative No.: [Insert identification No if this is a Bid for an alternative]

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that ______ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of ________________ under Request for Bids No. __________ (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of __________ (____________) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in
accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_______________________

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.
Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. ______________________

BY THIS BOND [name of Bidder] as Principal (hereinafter called “the Principal”), and [name, legal title, and address of surety], authorized to transact business in [name of country of Purchaser], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Purchaser] as Obligee (hereinafter called “the Purchaser”) in the sum of [amount of Bond]1 [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ___ day of ______, 20__, for the supply of [name of Contract] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of ____________ 20__.

Principal: _______________________

Surety: _____________________________

Corporate Seal (where appropriate)

1 The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.
(Signature)
(Printed name and title)  (Signature)
(Printed name and title)
Form of Bid-Securing Declaration

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

Date: [date (as day, month and year)]
Bid No.: [number of RFB process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [complete name of Purchaser]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _______________________________

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ________________

Title of the person signing the Bid ________________________________

Signature of the person named above ________________________________

Date signed ________________________________ day of ___________________, ______

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]
Manufacturer’s Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid submission]
RFB No.: [insert number of RFB process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a Bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on ____________ day of __________________, _______ [insert date of signing]
Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: [insert a list of the countries following approval by the Bank to apply the restriction or state “none”].

Under ITB 4.8(b) and ITB 5.1: [insert a list of the countries following approval by the Bank to apply the restriction or state “none”]
Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose
1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements
2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:
   a. Defines, for the purposes of this provision, the terms set forth below as follows:
      i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
      ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
      iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
      iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
      v. “obstructive practice” is:
         (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
         (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm’s or individual’s financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.
PART 2 – Supply Requirements
Section VII - Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule ................................................................. 77
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4. Drawings ........................................................................................................... 81
5. Inspections and Tests ...................................................................................... 82
Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).
1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

<table>
<thead>
<tr>
<th>Line Item No</th>
<th>Description of Goods</th>
<th>Quantity</th>
<th>Physical unit</th>
<th>Final Destination (Project Site) as specified in BDS</th>
<th>Delivery (as per Incoterms) Date</th>
<th>Earliest Delivery Date</th>
<th>Latest Delivery Date</th>
<th>Bidder’s offered Delivery date [to be provided by the Bidder]</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert item No]</td>
<td>[insert description of Goods]</td>
<td>[insert quantity of item to be supplied]</td>
<td>[insert physical unit for the quantity]</td>
<td>[insert place of Delivery]</td>
<td>[insert the number of days following the date of effectiveness of the Contract]</td>
<td>[insert the number of days following the date of effectiveness of the Contract]</td>
<td>[insert the number of days following the date of effectiveness of the Contract]</td>
<td></td>
</tr>
</tbody>
</table>
2. List of Related Services and Completion Schedule

(This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms))

<table>
<thead>
<tr>
<th>Service</th>
<th>Description of Service</th>
<th>Quantity¹</th>
<th>Physical Unit</th>
<th>Place where Services shall be performed</th>
<th>Final Completion Date(s) of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert Service No]</td>
<td>[insert description of Related Services]</td>
<td>[insert quantity of items to be supplied]</td>
<td>[insert physical unit for the items]</td>
<td>[insert name of the Place]</td>
<td>[insert required Completion Date(s)]</td>
</tr>
</tbody>
</table>

¹. If applicable
3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.

- The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.

- The Bank encourages the use of metric units.

- Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.

- Standards for equipment, materials, and workmanship specified in the bidding document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.”

- Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.

- Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

  (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.

  (b) Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Bank’s Procurement Regulations and Sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The


sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage bidders’ innovation in addressing sustainable procurement requirements, as long as the bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of bid comparisons, bidders may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.

(c) Detailed tests required (type and number).

(d) Other additional work and/or Related Services required to achieve full delivery/completion.

(e) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.

(f) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc Bidding form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.]

[When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.]

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

"Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:"
3.1 TECHNICAL REQUIREMENTS

3.1.1 ABOUT KNEC

1 About KNEC
The Kenya National Examinations Council plays an important role of administering national examinations at primary, secondary and tertiary (post-school) levels.

The mandate of KNEC as outlined in Section 10 of KNEC Act No. 29 of 2012 is to:
- Set and maintain examinations standards
- Conduct public academic, technical and other national examinations within Kenya at basic and tertiary levels
- Award certificates or diplomas to candidates in such examinations.
- Confirm authenticity of certificates or diplomas issued by the Council upon request by the government, public institutions, learning institutions, employers and other interested parties
- Undertake research on educational assessment
- Advice any public institution on the development and use of any system or assessment when requested to do so, and in accordance with such terms and conditions as shall be mutually agreed between the Council and the public institutions
- Promote the international recognition of qualifications conferred by the Council
- Advice the Government on any policy decision that is relevant to, or has implications on the functions of the Council or the administration of examinations in Kenya
- Do anything incidental or conducive to the performance of the preceding functions

2 Background
The Government of Kenya through the Ministry of Education and the World Bank are designing a five-year project aimed at improving retention in the upper primary education and increased transition in Secondary Education for the vulnerable children living in the Marginalized areas.

The 5-year project aims to provide specific interventions in Key areas of the sub-sector and is intended to provide catalytic funding to improve transition from primary to secondary education in targeted areas, and system readiness for implementing education reforms.

The key performance indicators are:
(i) Increased retention at upper primary levels in targeted areas;
(ii) Increased transition from primary to secondary in targeted areas, and Satisfactory completion of competency-based curricula pilots in selected grades.

The interventions in the project will target four main components;

Component 1: Improving Quality of Teaching in Targeted Areas

Component 2: Improving retention in upper primary school and transition to secondary school in targeted areas

Component 3: System reform support

Component 4: Project management, coordination, monitoring and evaluation
3 Implementation and Management of overall Project
The proposed project will be implemented by the multiple education agencies including Ministry of Education Headquarters, Teachers Service Commission, Kenya Institute of Curriculum Development, Centre for Mathematics, Sciences and Technology Education for East Africa, Kenya National Examinations Council, Kenya Institute of Special Education, Kenya Education Management Institute and Schools. The implementation will be mainstreamed into the respective implementing agencies: The Regional Coordinators of Education, County Directors of Education and Sub-County Directors of Education and Heads of schools will be responsible for the implementation of activities at county level while the MOE will be responsible for the implementation of activities at national level.

4 Current Setup
KNEC has a primary data center with an infrastructure consisting of a partially populated blade system enclosure, a SAN storage, and a hybrid of physical and virtualized server environment. KNEC also has a secondary data center infrastructure that consists a SAN storage and a legacy blade enclosure. All this are protected via a next generation firewall both at primary and disaster recovery center. KNEC has four sites that are located within Nairobi in Central Business District (CBD), South C, Industrial Area and Caledonia/Mitihani House. Kenya National Examinations Council (KNEC) would like to streamline information security monitoring and compliance with the current Information Technology (IT) security trends. KNEC proposes to implement and maintain Security Incident and Event Monitoring (SIEM) system. The Council has Cyberoam Next generation firewall. Total Internet bandwidth is about 60 Mbps. All the four branches are connected to the ICT Data Center (DC) via a Wide Area Network. The council wishes that all internet and data connections pass through the firewall as this will maintain centralized connectivity to the internet.

5 Objectives
Objectives include:
   a) Supply, installation, training, implementation and maintenance of a Security Information and Event Management (SIEM) System;
   b) Supply, installation, training, implementation and maintenance of Next Generation Enterprise Firewall system having various security modules / components deployed in High Availability mode).
   c) Carry out Information/cybersecurity awareness and training to identified KNEC staff
6 General technical requirements

All the systems that are proposed in response to these terms of reference should meet all the general technical requirements presented in this section.

6.1 Mandatory General/Common Features Specifications

<table>
<thead>
<tr>
<th>Issue</th>
<th>Architect technical requirements</th>
</tr>
</thead>
</table>
| 1. Performance         | • The system should be developed in the current trend technology and must have a capability to be viewed in all operating systems and devices without distortion of information and user interface.  
                          | • The proposed solution should also offer a high-level performance infrastructure that achieves high performance computing, low network latencies between systems, fast convergence and monitoring. |
| 2. Scalability and     | • Scalability in this context shall mean a system whose performance improves after adding hardware and OS software, proportionally to the capacity added. The scalability of functions enables the DC to support value-added services. The DC provides functions such as load balancing, dynamic content replication, and VLAN to support value-added service expansion. |
| Performance            | • The **solution** architecture to be provided by the vendor should have the ability to scale up as and when new hardware and software are added and transaction volumes increase without compromising the performance of the overall solution. |
| 3. Availability        | • The solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures.  
                          | • The solution should offer high availability strategies by using a range of technologies that provide highly resilient infrastructure features. |
This should include but not limited to providing a foundation for an IP infrastructure that provides automatic and manual failover, redundant and hot-plug devices, fast convergence, low latencies to achieve availabilities levels of five nines or 99.999%.

<table>
<thead>
<tr>
<th>Section VII – Schedule of Requirements</th>
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</thead>
</table>

4. **Manageability**

- The solution should provide a simplified and full system manageability of all the components of the system must be managed from a remote management station that integrates security requirements within the Council network without requirements for additional licensing or costs.
- Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.
- The system should have a capability sending notifications to the relevant users.

5. **Architecture**

- The system should support a multi-tier architecture with each tier fully independent.
- It should have the ability to integrate with Active Directory (for authentication) and e-mail system and also provide a flexible API for system integration and application development.

6. **Security**

**Authentication of users**

- The system must support extensive audit trails at folder/aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain unalterable.
- Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period. Different confidentiality settings for groups and individuals to be managed by the administrator.

**Optimization**

The solution is expected to support various business-critical applications on many server platforms, operating systems, and protocols. The solution should be able to deliver optimization and system tuning features to achieve required...
performance service levels. This should be able to respond to changing application loads to provide optimized performance without service disruptions.

| 7. System integration | • Seamlessly integration with relevant existing hardware and software and allow for future integration.  
| | • The integration should enable Administrators to easily surface documents in the system, allowing them to: |
| 8. Documentations | • Provide technical documentation detailing how the solution, hardware and software has been setup and how the various features will be utilized |

7 Testing and quality assurance requirements

7.1 Inspections

Inspections following delivery: *Inspection against Specifications by an Inspection and Acceptance Committee*

7.2 Pre-commissioning Tests

In addition to the Supplier’s standard check-out and set-up tests, the Supplier (with the assistance of KNEC) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s).

7.3 Operational Acceptance Tests

The Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following the full Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance. There will be a One-month period of trouble-free System operation under normal operating conditions before the acceptance certificate can be signed.

7.4 Inspection and Tests

- KNEC shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KNEC shall notify the vendor on ant deviations.
- 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 vendor 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 KNEC.
- Should any inspected or tested goods fail to conform to the Specifications, KNEC may reject the equipment, and the vendor shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to KNEC.
- KNEC 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 Council or its representative prior to the equipment delivery.

- Nothing shall in any way release the vendor from any warranty or other obligations under this Contract.
### 8 Testing plan
The Vendor should describe in details in their proposal the testing environment and methodology to be used prior to handing over the system for client user acceptance testing (UAT). The Client expects the following test cycle to include:

<table>
<thead>
<tr>
<th>Item</th>
<th>Features</th>
<th>Minimum Requirements</th>
<th>Bidder’s Response</th>
<th>Reference Pages in brochure /document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Unit Testing:</strong></td>
<td>The vendor will carry out the unit testing in house to make sure each component and module of the system functions as designed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Integration Testing:</strong></td>
<td>After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td><strong>Load testing:</strong></td>
<td>Since a large number of users will use the application in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td><strong>Recovery Testing:</strong></td>
<td>One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.</td>
<td></td>
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</tr>
<tr>
<td>5.</td>
<td><strong>Security Testing</strong></td>
<td>it is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Usability Testing</strong></td>
<td>The client will test the navigation between screens, user-friendliness and workflows of each of the screens. Against this, if deficiencies are identified the interface maybe redesigned during this testing phase based on feedback from the Client.</td>
<td></td>
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<tr>
<td>7.</td>
<td><strong>Functional Testing:</strong></td>
<td>A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services</td>
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</table>
provided by system will be tested against the business requirement, (end to end) to see if the system meets the requirements as described in the RFP document and stores data and generate reports properly.

<p>| | | |</p>
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</tr>
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<tbody>
<tr>
<td>8.</td>
<td><strong>Acceptance Testing</strong></td>
<td>An end to end functional and quality of service (including security, performance and robustness) will be complete by KNEC prior to any system sign off.</td>
</tr>
<tr>
<td>9.</td>
<td><strong>UAT Test Script</strong></td>
<td>An end to end functional and quality of service (including security, performance and robustness) will be complete by KNEC prior to any system sign off.</td>
</tr>
</tbody>
</table>
9  **Service level agreement (SLA) requirements.**

The objective of the Service Level and Support requirements is to ensure that the system implemented is adequately supported and that the system maintains the acceptable uptime levels.

<table>
<thead>
<tr>
<th>NO.</th>
<th>Detailed Requirements</th>
<th>Bidder’s Response</th>
<th>Reference Pages in brochure /document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder MUST guarantee free support for the proposed system for at least one (1) year after commissioning.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The bidder should furnish a maintenance schedule for the system so supplied.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The bidder MUST test all the necessary interfaces and interconnection facilities, which integrate the components of the proposed system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The bidder MUST commit to providing ongoing technical support for the tuning and re-configuration as requested from time to time once an SLA is signed before the expiry of the warranty period.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 5.  | The bidders shall propose a service level agreement that addresses the following:  
   - Escalation matrix  
   - Contact persons  
   - Response time (2 hours)  
   - Proof of local presence  
   - Online support from manufacturer  
   - Any other related SLA requirements |                |                                      |

9.1  **Support and Maintenance requirements**

After completion of the project, continuing support and maintenance activities will be required from the Bidder for a period of 1 year where the system will be on warranty and with continued support and maintenance. This would also include on-site support, hence the bidder must demonstrate availability of local support.

Bidders are required to provide a clause-by-clause response to the specifications in the given format. All bidders are expected to demonstrate and give detailed information on how their proposed system meets the requirements identified below:
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Features</th>
<th>Minimum Requirements</th>
<th>Bidder’s Response</th>
<th>Reference Pages in brochure/document</th>
</tr>
</thead>
</table>
| 1.      | System and infrastructure Licensing | The bidder is expected to:  
- Indicate the period of warranty (not less than 12 months)  
- Hand over Intellectual Property Rights related to the customization to KNEC, including all related designs and all relevant further documentation or propose an agreeable escrow contractual agreement.  
- Grant to the KNEC license to access and use the Software, including all inventions, designs, and marks embodied in the Software.  

Such license to access and use the Software shall be:  
- Non-exclusive;  
- Fully paid up and irrevocable Valid for use within the processes of KNEC, within the volume restrictions of the license structure.  

The Bidder's right to audit the Standard Software will be subject to the following terms:  
- The Bidder will allow, under a pre-specified procedure and solely for the purpose of auditing the Standard Software, execution of embedded software functions under the Bidder's control, and unencumbered transmission of resulting information on software usage. | | |
| 2.      | Product upgrades |  
- At any point during performance of the Contract, should technological advances become available for Information Technologies originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the Client the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices  
- At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Client any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in the Client's Country. | | |
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Features</th>
<th>Minimum Requirements</th>
<th>Bidder’s Response</th>
<th>Reference Pages in brochure /document</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• During performance of the Contract, the Bidder shall offer to the Client all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within agreed timelines.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• During the Warranty Period, the Bidder will provide at no additional cost to the Client all new versions, releases, and updates for all Standard Software that are used in the System, within agreed timelines.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td>• During the Warranty Period, the Purchaser shall introduce all new versions, releases or updates of the Software within agreed timelines of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect system operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects system operation or performance, or requires extensive reworking of the System, the Bidder shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.</td>
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<tr>
<td>3.</td>
<td>Duration of license agreements</td>
<td>In relation to standard software, the license agreements should be perpetual. The support on these licenses should cover an agreed period after the start of the project. After this period KNEC must be able to extend the support directly with the product owner.</td>
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<tr>
<td>4.</td>
<td>License numbers</td>
<td>The bidder is expected to propose a license structure which is most suitable to KNEC regarding</td>
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<tr>
<td>5.</td>
<td>Support contracts</td>
<td>Support in relation to software licenses should be on premier level (gold) or comparable tier.</td>
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<tr>
<td>6.</td>
<td>Cost reductions</td>
<td>At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it</td>
<td></td>
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</tr>
<tr>
<td>Item No.</td>
<td>Features</td>
<td>Minimum Requirements</td>
<td>Bidder’s Response</td>
<td>Reference Pages in brochure /document</td>
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<td>offers to other clients of the Bidder in the Purchaser’s Country</td>
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<td>7.</td>
<td>General conditions</td>
<td>All equipment that will be delivered by the bidder needs back-to-back manufacturer support.</td>
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</tbody>
</table>
## 10 Milestones and deliverables

<table>
<thead>
<tr>
<th>No.</th>
<th>Phases</th>
<th>Project Deliverables</th>
<th>Supporting document</th>
</tr>
</thead>
</table>
| 2.  |       | Full detailed project plan including work plan & Gantt chart  
A comprehensive work plan showing the scheduling of project tasks and resource allocation. | Certificate of Acceptance and Inspection report |
| 3.  | Phase 2| Supply, installation, commissioning, testing, and maintenance of “Next Generation Firewall and Security Information & Event Management System | Certificate of Acceptance and Sign Off for testing report and end-to-end functional testing report. |
| 4.  | Phase 3| **Hardware and software installation and configuration** Integrated System installation and implementation with other relevant infrastructure, including:  
- end to end system testing reports  
- Test report for the integrated system(end to end)  
- User Acceptance Test Cases/Scripts and UAT Plan  
- Approved UAT Report | Certificate of Acceptance and Sign Off for training documents |
| 5.  | Phase 4| Approved Training Plan | Certificate of Acceptance and Sign Off for training documents |
| 6.  |       | Provision of training to all the relevant groups in the KNEC (users, technical, administrators and super users)  
User and Training Manuals for the System  
Operational Manuals for all Hardware and Software  
User Manuals and Training Manuals for the System | Certificate of Acceptance and Sign Off for handover and maintenance documents |
| 7.  | Phase 5| Handover plan | Certificate of Acceptance and Sign Off for handover and maintenance documents |
| 8.  | Phase 6| **Ongoing support**  
- SLA: A clear statement of warranty and support for a period of 1 year  
- Vendors must have an existing helpdesk.  
- Software licensing and update schedules clearly stated including annual maintenance. | Monthly system Reports |
11 Implementation requirements:
The Bidder should note that the deployed infrastructure should meet the following requirements:

i. All devices and software supplied should conform to the \textbf{minimum} specifications provided in this document.

ii. Original unedited manufacturer’s datasheets, brochures or specifications documents must be provided for any proposed hardware devices or software solutions. A bidder would be deemed unqualified for the project if found to have submitted only edited manufacturer documents for the purposes.

iii. Detailed documentation of the solution to be deployed including explained diagrams and English language hard & soft copies of manuals.

iv. A minimum one (1) year manufacturer’s warranty and support is required on all devices and one (1) year support on all software. Documentation showing proof of manufacturer’s authorization must be provided. Warranty period shall start after commissioning of the project.

v. Required cables, transceivers, adapters, SFP modules, connectors, disk drives etc. and software or management licenses required to complete the deployment of the solution must be supplied and installed to meet the required systems performance.

vi. The successful bidder is expected to provide software subscriptions, licensing, warranty and support for all proposed hardware and software within the specified warranty period.
12 Vendor personnel

Among the resources required for this project, the firm should have the following technical staff. The bidder should attach CV and certified copies of certificates

*Table: Bidder’s project team*

The Bidder shall depute the following staff for the purpose of installation, maintenance and support as per the Minimum qualification requirements for the staff. Bidder may increase the number of personnel required if needed.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Profile</th>
<th>Indicative Number of personnel required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td>The minimum qualifications required are:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• ((S)He should have a degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline</td>
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<td></td>
<td></td>
<td>• (S)He should have a minimum of 3 years’ experience in IT with minimum 2 years in Project Management.</td>
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<td></td>
<td></td>
<td>• (S)He should have a PMI or other equivalent project management certifications.</td>
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<tr>
<td>2.</td>
<td>Network engineers/administrator</td>
<td>• (S)He should have a degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline</td>
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<td></td>
<td></td>
<td>• 53 years of experience in similar occupations, such as network administrator extensive knowledge of networks and active equipment installation through professional experience.</td>
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<tr>
<td></td>
<td></td>
<td>• Hold Industry Standard Certification on infrastructure and networks</td>
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<tr>
<td>3.</td>
<td>Security engineers</td>
<td>• Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline (1M)</td>
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<tr>
<td></td>
<td></td>
<td>• minimum of 3 years’ experience in system security and Extensive knowledge of computer systems and networks through professional experience. (3M)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Relevant Certifications in security(1M)</td>
</tr>
</tbody>
</table>

99
| 4. | Integration engineer | • (S)He should have a degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline  
• Certification in computer hardware, software, and networking  
• (S)He should have a minimum of 3 years experience in system/equipment integration. Should also have the technical expertise to monitor and support various devices / tools. |

12.1 **Activities to be performed by deployed personnel include but not limited to:**

- **Solution deployment:** Installation, configuration, deployment and testing of the equipment.

- **Configuration management and version control:** With the objective of keeping track of the version updates in the infrastructure, the bidder shall adhere to the configuration management process defined in conjunction with KNEC. The bidder shall be required to ensure that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production environment.

- **Incident Management:** The bidder’s team shall lend support for the purpose of up-keep and execution of the systems by resolution of all incidents reported. In case some glitch is observed in the system, bidder along with the help of development team will give priority to removal and correction of the same.

- **Status Monitoring and Reporting:** The project manager shall submit a monthly report as to status of various systems to the KNEC. It is also required to furnish interim status report as and when asked by th KNEC project Manager and technical team. The monthly reports shall include:
  - Feedback report from users for the services rendered
  - Consolidated service levels across applications / non-conformance report
  - Log of preventive maintenance undertaken
  - Log of break-fix maintenance undertaken
  - Bug / defect resolution reports including the analysis of bugs / defects resolved, pending, completion time, responsiveness, concern areas, etc.
  - Helpdesk logs with the resolution status of calls
  - Time report of bidder’s staff detailing effort spent by personnel across various tasks
  - Utilization Reports for various servers and equipment
13 Scope of Work

13.1 Supply, installation, configuration, testing, documentation and commissioning of the SIEM solution

13.2 Supply, installation, testing commissioning, documentation and commissioning of a Next generation firewall

13.3 Train identified technical staff and the training should cover the following:

13.3.1 Technical Training

a) The training should include the architecture, hardware, software, integration, and customization, policy installation, troubleshooting reporting and other aspects of the solution;

b) Solution certified up to advance level and should provide courseware with adequate lab facility as well. The training should be provided by the OEM employee and should be of five days, 8 hours a day. Pre implementation training must be provided before project implementation and post implementation training must be provided after successful implementation. At the end of training participants shall be given certificate of successful completion by the OEM;

c) Refresher training - Post acceptance test on quarterly basis.

d) Any other training identified by KNEC for the proposed solution.

13.3.2 End user User Training

a) Conduct an awareness/training to four hundred and fifty KNEC staff on matters Information security and cyber security in the following broad areas;

i. System Security
ii. Network Security
iii. Data Security
iv. Application and hardware security
v. Cyber Security
vi. Physical security
vii. Incidence management
viii. ICT regulatory frameworks

b) The firm shall under the guidance of KNEC be expected to undertake the following:

i. Develop information and cyber security Awareness and Training program and Materials.
ii. Conduct an awareness/training program to 450 KNEC staff

c) Deliverables

iii. Training Plan and Training materials for Information/Cyber Security Basics;

iv. A detailed report of the training undertaken;
3.2 Detailed Technical Specifications and Standards

The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, this does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. Include the following table in the bid document.

Briefly describe in the appropriate column (Bidder’s Response/comments) if your firm’s solution satisfies the functional requirement. Also, indicate if you have any additional comments about a particular requirement, which should be documented in the same comments section. In addition to completing the table, the Bidder MUST provide a more comprehensive description of the proposed solution including specific hardware and software brands, versions and models.

3.2.1 SCHEDULE OF SYSTEM MINIMUM SPECIFICATIONS

**General technical requirements**

All the systems that are proposed in response to these terms of reference should meet all the general technical requirements presented in this section.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Architect technical requirements</th>
<th>Bidder’s response</th>
<th>Reference page in the document</th>
</tr>
</thead>
</table>
| 1. Performance | • The system should be developed in the current trend technology and must have a capability to be viewed in all operating systems and devices without distortion of information and user interface  
• The proposed solution should also offer a high-level performance infrastructure that achieves high performance computing, low network latencies between systems, fast convergence and monitoring. | | |
| 2. Scalability and Performance | • Scalability in this context shall mean a system whose performance improves after adding hardware and OS software, proportionally to the capacity added. The scalability of functions enables the DC to support value-added services. The DC provides functions such as load balancing, dynamic content replication, and VLAN to support value-added service expansion. | | |
- The solution architecture to be provided by the vendor should have the ability to scale up as and when new hardware and software are added and transaction volumes increase without compromising the performance of the overall solution. It should provide for Scale-Up and Scale out on the Application, Web Servers, Database Servers, Application Integration Servers, and all other solution components.

- The deployed infrastructure performance should improve after adding hardware and OS software, proportionally to the capacity added. Application, Database and Storage tiers shall scale without major overhauls to any newly acquired infrastructure for the same system design tiers hereafter.
  ✓ All supplied device shall be highly scalable and shall conform to the specifications described in this document.
  ✓ Services shall be scalable without major outages.
  ✓ Application, Database and Storage tiers shall scale without major overhauls to the any newly acquired infrastructure for the same system design tiers hereafter.
  ✓ Each layer of the DC uses devices with a high port density to prepare for the DC expansion.
  ✓ Devices on the Internet layer, intranet layer, core layer, and aggregation layer adopt the modular design so that capacities of these devices can be expanded flexibly with the development of the DC network.

3. Availability

- The solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures.
- The solution should offer high availability strategies by using a range of technologies that provide highly resilient infrastructure features. This should include but not limited to providing a foundation for an IP infrastructure that provides automatic and manual failover, redundant and hot-plug devices, fast convergence, low latencies to
achieve availabilities levels of five nines or 99.999%.

4. Manageability

- The solution should provide a simplified and full system manageability of all the components of the system must be managed from a remote management station that integrates security requirements within the Council network without requirements for additional licensing or costs. This should easily coordinate management between servers, network, shared storage, and other components. Management should also be achieved by use of other external devices including KVM console connections and CLI.
  - Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.
  - The system should have a capability sending notifications to the relevant users

5. Architecture

- The system should support a multi-tier architecture with each tier fully independent.
- It should have the ability to integrate with Active Directory (for authentication) and e-mail system and also provide a flexible API for system integration and application development.

6. Security

**Authentication of users**

- The system must support extensive audit trails at folder/aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain unalterable.
  - Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period. Different confidentiality settings for groups and individuals to be managed by the administrator.
  - The solution should offer security strategies, technologies, and products designed to prevent or contain attacks from both within and without the infrastructure.

  - Modern threat protection, customizable content controls and an intuitive web-based
<table>
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<tr>
<th>7. Optimization</th>
<th>The solution is expected to support various business-critical applications on many server platforms, operating systems, and protocols. The solution should be able to deliver optimization and system tuning features to achieve required performance service levels. This should be able to respond to changing application loads to provide optimized performance without service disruptions.</th>
</tr>
</thead>
</table>
| 8. System integration | • Seamlessly Integration with relevant existing hardware and software and allow for future integration.  
• Should support both Synchronous and Asynchronous communication  
• The integration should enable Administrators to easily surface documents in the system, allowing them to:  
• Link to one or more equipment selected from the system |
| 9. Documentations | • Provide technical documentation detailing how the solution, hardware and software has been setup and how the various features will be utilized  
• Create backup and disaster recovery plan  
• Create documents and guides for day-to-day use of the hardware  
• user management and system administration  
• On-going maintenance of software and hardware and server  
• Core Integration |
| 10. Business continuity | • Scheduled backup and Realtime replication (DC and DR  
• The hardware and software must be adaptable and scalable with changing technology |

The Bidder should note that the solution should meet the following requirement:
13.4 **SIEM Functional and Technical Requirements**

The proposed SIEM solution will collect data from several network equipment (Cisco, HP, Sophos, EMC and Dell, Microsoft etc.), Web based applications (IIS, Apache Tomcat, Apache, Nginx etc.), database servers (MS SQL, Postgres, MySQL etc.), application servers (Exchange, In house developed systems etc.), file and print servers, AD domain controllers, DHCP Servers, WINS Servers and LINUX servers.

The selected vendor shall deploy the SIEM Solution and deliver Security Operation Centre(SOC) services including but not limited to performance monitoring, performance tuning, optimization, and maintenance of SIEM & security tools, SIEM log backup, troubleshooting, security monitoring, security product management and administration, Internal Vulnerability and Penetration testing, application security testing and Database Monitoring.

*The bidder **MUST** fill in the technical requirements compliance matrix presented below.*

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>COMPLIANCE (SCORE)</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td>A SIEM DEVICE SPECS</td>
<td></td>
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<tr>
<td>1 The solution must be delivered together with a hardware appliance. No additional license is required to be purchased to make the system function, other than for the solution itself.</td>
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<tr>
<td>2 The SIEM tool should be appliance based and rack mountable. Software based solutions are not accepted.</td>
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<tr>
<td>3 Collect, parse, normalize, categorize and store data from a wide variety of Council’s systems (i.e. servers, applications, network infrastructure, etc.)</td>
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<td>4 Correlate and analyze data; detect threats in as close as real time as possible.</td>
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<td>5 Improve the Council’s information security posture by providing 24x7 monitoring and participate in automated intelligent response.</td>
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<td>6 Able to assist in performing forensic analysis to determine the root cause of the operational problems and security incidents.</td>
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<td>7 Provide security analytics to assist in the analysis of the impact and/or scope of a potential information security incident</td>
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<td>8 Present system’s findings and analytics in a clear and logical manner to save staff time in review of information security reports and findings</td>
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<td>9 Lessen the amount of time and expertise required to adequately monitor and manage the volumes of log data and information that are collected through the Council.</td>
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<td></td>
<td>Requirement</td>
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<tr>
<td>1</td>
<td>Eliminate false positives from true positives and alert responsible KNEC ICT staff only those events that are relevant in real-time when an anomaly or threat is detected (through email and mobile app) and interoperate with other information security tools (i.e. firewalls, IPS, etc.) to immediately contain the identified threats at network speed.</td>
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<td>2</td>
<td>Provide capability to baseline information security patterns; detect and differentiate between activity patterns that can be good indicators of normal as well as abnormal activity.</td>
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<td>3</td>
<td>Proposed SIEM solution should be able to scale to capture Layer2-Layer 7 Traffic along with the logs.</td>
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<td>4</td>
<td>The solution should provide web based administration (both http and https)/ user interface for device management and monitoring.</td>
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<td>5</td>
<td>The solution should be able to capture information about criticality ratings of assets and should leverage that information while performing correlation and raising alerts/incidents.</td>
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<tr>
<td>6</td>
<td>The solution should scale out and allow future growth.</td>
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<tr>
<td>7</td>
<td>Solution should be capable to generate alerts, register and send the same through message formats like SMTP, Mobile app, Syslog, and SNMP as per user configurable parameters.</td>
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</table>

**B Event Log Management/Features**

<table>
<thead>
<tr>
<th></th>
<th>Requirement</th>
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<tbody>
<tr>
<td>1</td>
<td>The solution proposed should integrate with the existing security infrastructure.</td>
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<tr>
<td>2</td>
<td>The proposed solution should support Windows, Linux, Mac, etc operating systems.</td>
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<tr>
<td>3</td>
<td>The proposed solution should analyze and search events on real time.</td>
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<tr>
<td>4</td>
<td>The proposed solution should store events in their raw format.</td>
</tr>
<tr>
<td>5</td>
<td>Able to log data, in part, to help you differentiate between normal and abnormal behavior.</td>
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<tr>
<td>6</td>
<td>Provide advanced contextual-security analytics utilizing user and entity behavior analytics (UEBA) and external threat intelligence.</td>
</tr>
</tbody>
</table>
7. Provide capability to perform root cause analysis of information security related events in real-time with built-in intelligence.

8. Maintain a detailed logging functionality for the proposed system to retain all system communications, system and user activities, and other critical system information that is pertinent for secure system operations.

C **Reporting**

1. The solution should provide a graphical real time monitor display of selected servers, firewalls, switches, routers, operating system, antivirus systems.

2. The solution to provide log in/log out audit history/reporting.

3. Provide a list of all reports provided by the proposed solution. Include sample copies of relevant reports as attachment to your submission.


5. Retain the collected actionable data for 2 years for on-demand search and historical reporting.

D **Security and Audit**

1. The proposed solution should not cause any security vulnerability to KNEC systems.

2. Vendor must provide information about their responsible disclosure program/process.

3. Vendor should provide procedures for patching of the proposed solution including the third party components that the proposed solution relies on.

E **Storage**

1. Provide ample growth capacity for compute and storage to add more systems to monitor and collect data from.

2. Retain the collected actionable data for at least 12 months.

F **Hardware Specification**

1. CPU - Intel Xeon E5-2620V3 6C12T 2.40 GHz

2. Memory - DDR4 32 GB (4x 8 GB)

3. Network Interface - 4x GE RJ45 ports

4. Storage Capacity - Minimum installed 20 TB

5. USB Port - 2x USB 2.0; 2x USB 3.0

6. Console port - DB9

The proposed SIEM solution will collect data from several network equipment (Cisco, HP, Sophos, EMC and Dell, Microsoft etc.), Web based applications (IIS, Apache Tomcat, Apache, Nginx etc.), database servers (MS SQL, Postgres, MySQL etc.), application servers (Exchange, In house developed systems etc.), file and print servers, AD domain controllers, DHCP Servers, WINS Servers and LINUX servers. The following are minimum sizing devices to be monitored, six hundred and thirty seven (637) network devices, thirty (30) applications including but not limited to Intranet Applications, web applications, mobile applications, Email Applications, ERP, IPS and Firewall, One hundred and twenty four (124) servers (physical & virtual) and four firewall and Kaspersky endpoint enterprise security.

13.5 Next generation firewall solution
13.5.1 General requirements

*Explain in detail how your proposed solution supports or provides alternatives for the following:*

- Explain the service level targets the solution has been architected to achieve
- Explain the redundancy that is architected into the proposed solution
- Explain the support model
- Explain the process for software/firmware upgrades
- Explain any additional software (if any) that may be required for any of the items above (i.e. third party or additional software that must be installed on a host connecting to the system)
- Explain the migration plan for moving to the next generation
- Explain how the system can accept and normalize input from diverse data sources
- Explain how the proposed solution can provide event correlation and analysis views for investigation of system troubleshooting or security incidents
- Explain how access to data from groups of systems or different types of data can be controlled
- Explain how the proposed solution can scale within the enterprise to allow for future growth (the next five years) in input feeds and users
- Explain the ability of granular administration (Multi-tenant) (Multi-Admins)
- Explain the management tools proposed with your solution
- We are interested in a full suite of capabilities including orchestration and provisioning, solution management, performance monitoring, resource monitoring, alerting and notification as well as external dashboard displays
- Explain the licensing model for all proposed features and options
- All training prices should allow for on-site training for up to 3 system administrators
- Fully explain your estimated three (3) year projected costs (see pricing section).
### 13.5.2 Technical requirements

The bidder **MUST** fill in the technical requirements compliance matrix presented below:

<table>
<thead>
<tr>
<th>FEATURE</th>
<th>COMPLIANCE (SCORE)</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A Firewall</strong></td>
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</tr>
<tr>
<td>1 The security gateway must support deep packet inspection</td>
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<tr>
<td>2 The security gateway must be capable of supporting firewall throughput of at least 80Gbps</td>
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<tr>
<td>3 The security gateway must be capable of supporting at least 15 Million concurrent connections</td>
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<tr>
<td>4 The security gateway must be capable of supporting at least 200,000 new connections per second</td>
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<td>5 Must allow security rules to be enforced within time intervals to be configured with an expiry date/time.</td>
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<tr>
<td>6 The following user authentication schemes must be supported by the security gateway and VPN module: Active Directory and digital certificates.</td>
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<tr>
<td>7 Solution must include a local user database to allow user authentication and authorization without the need for an external device</td>
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<tr>
<td>8 Solution must include the ability to work in Transparent/Bridge mode</td>
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<tr>
<td>9 Solution must support gateway high availability and load sharing with state synchronization</td>
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<tr>
<td><strong>B IPS (Intrusion Prevention System)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 The IPS throughput should be at least 15Gbps</td>
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<tr>
<td>2 Solution must protect against a wide range of threats, including worms, application-layer attacks, operating-system-level attacks, rootkits, spyware, peer-to-peer file sharing, instant messaging, zero day protection</td>
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<tr>
<td>3 IPS must provide an automated mechanism to activate or manage new signatures from updates.</td>
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<tr>
<td>4 IPS must support network exceptions based on source, destination, service or a combination of the three.</td>
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<tr>
<td>5 IPS application must have a centralized event correlation and reporting mechanism.</td>
<td></td>
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</tr>
<tr>
<td>6 The administrator must be able to define network and host exclusions from IPS inspection.</td>
<td></td>
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</tr>
<tr>
<td>7 Solution must protect from DNS Cache Poisoning, and prevents users from accessing blocked domain addresses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 Solution must provide VOIP protocols protections.</td>
<td></td>
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</tr>
<tr>
<td><strong>C Identity Awareness and User Directory</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Must have a browser based User Identity authentication method for non-domain users or assets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Must support single sign on.</td>
<td></td>
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</tr>
<tr>
<td>3 Must be able share or propagate user identities between multiple security gateways.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
<td>COMMENTS</td>
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<tr>
<td>---------</td>
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<tr>
<td>4</td>
<td>Must be able to create identity roles to be used across all security application</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Must have Support for Microsoft Active Directory</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Must support Centralized User Management</td>
<td></td>
</tr>
<tr>
<td><strong>D Application Control &amp; URL Filtering</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Solution must be able to create a filtering rule with multiple categories.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Solution must have users and groups granularity with security rules.</td>
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</tr>
<tr>
<td>3</td>
<td>The solution must have an easy to use, searchable interface for applications and URLs</td>
<td></td>
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<tr>
<td>4</td>
<td>The solution must have unified application control and URLF security rules.</td>
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<tr>
<td>5</td>
<td>The solution must provide a mechanism to limit application usage based on bandwidth consumption.</td>
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<tr>
<td>6</td>
<td>The solution must allow network exceptions based on defined network objects</td>
<td></td>
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<tr>
<td>7</td>
<td>The solution must provide the option to modify the Blocking Notification and to redirect the user to a remediation page.</td>
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<tr>
<td>8</td>
<td>Solution must include a Black and White lists mechanism to allow the administrator to deny or permit specific URLs regardless of the category</td>
<td></td>
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<tr>
<td>9</td>
<td>Solution must have configurable bypass mechanisms</td>
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<tr>
<td></td>
<td>Should enable blocking of Peer-Peer applications, like Kazaa, Gnutella, Bit Torrent, IRC (over HTTP)</td>
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<tr>
<td></td>
<td>Should be able to block Instant Messaging like Yahoo, MSN, Skype</td>
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<tr>
<td></td>
<td>Providing a mechanism to limit application usage based on bandwidth consumption</td>
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<tr>
<td></td>
<td>Granular Application Visibility and Application control database must contain more than 4000 known applications</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Filters on hundreds of millions of URLs in over 80 categories</td>
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<tr>
<td><strong>E Anti-Bot and Anti-Virus</strong></td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>Vendor must have an integrated Anti-Bot and Anti-Virus application on the next generation firewall.</td>
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<tr>
<td>2</td>
<td>Anti-bot application must be able to detect and stop suspicious abnormal network behavior.</td>
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<td>3</td>
<td>Anti-Bot applications must be able to scan for bot actions.</td>
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<tr>
<td>4</td>
<td>Anti-Bot and Anti-Virus policy must be administered from a central console.</td>
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<tr>
<td>5</td>
<td>Anti-Bot and Anti-Virus application must have a centralized event correlation and reporting mechanism.</td>
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<tr>
<td>6</td>
<td>Anti-virus application must be able to prevent access to malicious websites</td>
<td></td>
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<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
<td>COMMENTS</td>
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<tr>
<td>-------------------------------------------------------------------------</td>
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<tr>
<td>7 Anti-virus application must be able to inspect SSL encrypted traffic.</td>
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<tr>
<td>8 Anti-Bot and Anti-Virus must be have real time updates from a cloud based service</td>
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<tr>
<td>9 Anti-Virus must be able to stop incoming malicious files.</td>
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<tr>
<td>10 The software features should be able to detect bot-infected machines, prevent bot damages by blocking bot C&amp;C communications to fight cyber-crime.</td>
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<tr>
<td><strong>F Threat Emulation</strong></td>
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<tr>
<td>1 The solution must have the ability to Protect against zero-day attacks before static signature protections have been created</td>
<td></td>
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<tr>
<td>2 The solution must have the ability for analyzing and detecting malware in business documents such as Adobe PDFs and MS Office files as well as EXE and Zip files</td>
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<tr>
<td>3 The solution must have the ability for flexible deployment using local appliances or the cloud.</td>
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<tr>
<td>4 The solution must provide the ability for Zero false-positives</td>
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<tr>
<td>5 The solution must have the ability to emulate attacks targeting multiple OS environments, at least : Windows 7, Windows 8, Windows 10, Ubuntu linux</td>
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<td>6 The solution must provide the ability to be centrally managed</td>
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<td>7 The solution must have the ability to increase security with automatic sharing of new attack information with other gateways in means of signature updates etc.</td>
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<tr>
<td>8 Solution can inspect and block attacks passing in via HTTPS without additional device.</td>
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<tr>
<td><strong>G Anti-Spam &amp; Email Security</strong></td>
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<tr>
<td>1 Anti-Spam and Email security application must have real-time classification and protections based on detected spam outbreaks which are based on patterns and not content.</td>
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<tr>
<td>2 The Anti-Spam and Email security application must include IP reputation blocking based on an online service to avoid false positives</td>
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<tr>
<td>3 Solution must include a Zero-hour protection mechanism for new viruses spread through email and spam without relying solely in heuristic or content inspection</td>
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<tr>
<td><strong>H VPN</strong></td>
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</tr>
<tr>
<td>1 Internal CA and External third party CA must be supported.</td>
<td></td>
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<tr>
<td>2 Solution must support data integrity with md5, sha1 SHA-256, SHA-384 and AES-XCBC</td>
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<tr>
<td>3 Solution must include support for site-to-site VPN</td>
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<tr>
<td>4 Solution must include support for at least 3000 IPSec VPN clients</td>
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<tr>
<td>5 Solution must support clientless SSL VPNs for at least 200 concurrent connections</td>
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<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
<td>COMMENTS</td>
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<td>---------</td>
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<tr>
<td>6</td>
<td>Solution must support domain based VPNs and route based VPNs</td>
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<tr>
<td>7</td>
<td>Solution must include the ability to establish VPNs with gateways with dynamic public IPs</td>
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<tr>
<td>8</td>
<td>Solution must include IP compression for client-to-site and site-to-site VPNs</td>
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<tr>
<td>I</td>
<td><strong>Security Management</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Security management application must support role based administrator accounts. For instance roles for firewall policy management only or role for log viewing only.</td>
<td></td>
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<tr>
<td>2</td>
<td>Solution must include the ability to use external CAs, that supports PKCS#12, CAPI or Entrust standards.</td>
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<tr>
<td>3</td>
<td>All security applications must be managed from the central console.</td>
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<tr>
<td>4</td>
<td>Solution must include a search option to be able to easily query which network object contain a specific IP or part of it.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Solution must provide the option to add management high availability, using a standby management server that is automatically synchronized with the active one, without the need for an external storage device</td>
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<tr>
<td>6</td>
<td>Solution must include a tool to centrally manage licenses of all gateways controlled by the management station</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td><strong>Threat Prevention Updates</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Vendor must provide the details of its threat prevention update mechanism and its ability to handle zero day attacks across all next generation threat prevention applications including IPS, Application Control, URL filtering, Anti-Bot and Anti-Virus.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Vendor must provide details on the re-categorization of URL, under the circumstances that applications and websites have been comprised and possibly distributing malware.</td>
<td></td>
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<tr>
<td>3</td>
<td>Vendor should have the capability to provide incident handling</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td><strong>Logging and Monitoring</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The central logging must be part of the management system.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Log viewer must have an indexed search capability</td>
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<tr>
<td>3</td>
<td>Solution must have the ability to log all integrated security applications on the gateway and including IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot, Anti — Spam, User Identity, Data Loss Prevention, Mobile Access.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Solution must provide different logs for regular user activity and management related logs</td>
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<tr>
<td>5</td>
<td>For each match rule or type of event, solution must provide at least the following event options: Log, alert, SNMP trap, email and execute a user defined script</td>
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<tr>
<td>6</td>
<td>Solution must support exporting logs in database format</td>
<td></td>
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<tr>
<td>FEATURE</td>
<td>COMPLIANCE (SCORE)</td>
<td>COMMENTS</td>
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<td>---------</td>
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<tr>
<td>7</td>
<td></td>
<td>Solution must support automatic switch of the log file, based on a scheduled time or file size</td>
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<td>8</td>
<td></td>
<td>Solution must be able to associate a username and machine name to each log record.</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Solution must include a graphical monitoring interface that provides an easy way to monitor the gateway’s status</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Solution must include preconfigured graphs to monitor the evolution in time of traffic and system counters: top security rules, top P2P users, VPN tunnels, network traffic and other useful information. Solution must provide the option to generate new customized graphs with different chart types</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>Solution must include the option to record traffic and system views to a file for later viewing at any time.</td>
</tr>
</tbody>
</table>

**L Reporting**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Solution must be fully integrated in the management application.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Solution must include a tool to correlate events from all the gateway features and third party devices</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Solution must allow the creation of filters based on any characteristic of the event such as security application, source and destination IP, service, event type, event severity, attack name, country of origin and destination, etc</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The event correlation application must supply a graphical view events based on time.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Solution must show the distribution of events per country on a map.</td>
<td></td>
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<tr>
<td>6</td>
<td>Solution must allow the administrator to group events based on any of it characteristics, including many nesting levels and export to PDF.</td>
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<tr>
<td>7</td>
<td>Solution must include the option to search inside the list of events, drill down into details for research and forensics.</td>
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<tr>
<td>8</td>
<td>In the event list view Solution must include the option to automatically generate small graphs or tables with the event, source and destination distribution.</td>
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<tr>
<td>9</td>
<td>Solution must detect Denial of Service attacks correlating events from all sources.</td>
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<tr>
<td>10</td>
<td>Solution must detect an administrator login at irregular hour</td>
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<tr>
<td>11</td>
<td>Solution must detect credential guessing attacks</td>
<td></td>
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<tr>
<td>12</td>
<td>Solution must include predefined hourly, daily, weekly and monthly reports. Including at least Top events, Top sources, Top destinations, Top services, Top sources and their top events.</td>
<td></td>
</tr>
</tbody>
</table>

**M Management Portal**
<table>
<thead>
<tr>
<th>FEATURE</th>
<th>COMPLIANCE (SCORE)</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Solution must include a browser based access to view in read-only the security policies, manage firewall logs and users providing access to managers and auditors without the need to use the management application.</td>
<td></td>
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<tr>
<td>2</td>
<td>Solution must include SSL support and configurable port</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Captive Portal</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The solution must provide a captive portal for users to authenticate when accessing the Internet.</td>
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<tr>
<td>2</td>
<td>The portal must be customizable to allow custom messages</td>
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<tr>
<td>O</td>
<td>Hardware and Interface (Minimum requirements)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Multicore processing environment</td>
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<tr>
<td>2</td>
<td>Minimum 16GB memory</td>
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<tr>
<td>3</td>
<td>Internal storage (Minimum 480 SSD)</td>
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<tr>
<td>4</td>
<td>Minimum Flash storage 8GB</td>
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<tr>
<td>5</td>
<td>Four (4) * 10 GbE SFP+ interfaces</td>
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<tr>
<td>6</td>
<td>Eight (8) * 1 GbE SFP interfaces</td>
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<tr>
<td>7</td>
<td>Eight (8) * 1 GbE interfaces</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1 GbE Management interface</td>
<td></td>
</tr>
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<td>9</td>
<td>Console Port</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Usb Port</td>
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</tr>
<tr>
<td>11</td>
<td>Two (2) * redundant power supplies</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Two (2) * redundant cooling fans</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Rack Mountable</td>
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<tr>
<td>14</td>
<td>Input Power: 100 - 240V</td>
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<tr>
<td>P</td>
<td>Warranty</td>
<td></td>
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<tr>
<td></td>
<td>Warranty and 24*7 support for hardware, software and licenses(Part/Labor/On-site Support)</td>
<td>1yr/1yr/1yr</td>
</tr>
</tbody>
</table>
14 Bill of Quantities

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Security Incident and Event Management(SIEM)</td>
<td>1</td>
</tr>
<tr>
<td>2) Next Gen Firewall</td>
<td>2</td>
</tr>
</tbody>
</table>

4. Drawings

This bidding document includes *No* drawings.
5. Inspections and Tests

The following inspections and tests shall be performed:

5.1 Inspections
Inspections following delivery: Inspection against Specifications by an Inspection and Acceptance Committee

5.2 Pre-commissioning Tests
In addition to the Supplier’s standard check-out and set-up tests, the Supplier (with the assistance of KNEC) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s).

5.3 Operational Acceptance Tests
the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following the full Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance. There will be a One-month period of trouble-free System operation under normal operating conditions before the acceptance certificate can be signed.

5.4 Inspection and Tests
- KNEC shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KNEC shall notify the vendor on any deviations.

- 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 vendor 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 KNEC.

- Should any inspected or tested goods fail to conform to the Specifications, KNEC may reject the equipment, and the vendor shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to KNEC.

- KNEC 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 Council or its representative prior to the equipment delivery.

- Nothing shall in any way release the vendor from any warranty or other obligations under this Contract.
5.5 Testing plan

The Vendor should describe in details in their proposal the testing environment and methodology to be used prior to handing over the system for client user acceptance testing (UAT). The Client expects the following test cycle to include:

<table>
<thead>
<tr>
<th>Item</th>
<th>Features</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unit Testing:</td>
<td>The vendor will carry out the unit testing in house to make sure each component and module of the system functions as designed.</td>
</tr>
<tr>
<td>2</td>
<td>Integration Testing:</td>
<td>After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.</td>
</tr>
<tr>
<td>3</td>
<td>Load testing:</td>
<td>Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.</td>
</tr>
<tr>
<td>4</td>
<td>Recovery Testing:</td>
<td>One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.</td>
</tr>
<tr>
<td>5</td>
<td>Security Testing</td>
<td>it is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software</td>
</tr>
<tr>
<td>6</td>
<td>Usability Testing</td>
<td>The client will test the navigation between screens, user-friendliness and workflows of each of the screens. Against this, if...</td>
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<tr>
<td><strong>Section VII</strong> – <strong>Schedule of Requirements</strong></td>
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<td></td>
<td>deficiencies are identified the interface maybe redesigned during this testing phase based on feedback from the Client.</td>
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<tr>
<td>7.</td>
<td><strong>Functional Testing:</strong> A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services provided by system will be tested against the business requirement, (end to end) to see if the system meets the requirements as described in the in the RFP document and stores data and generate reports properly.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Acceptance Testing</strong> An end to end functional and quality of service (including security, performance and robustness) will be complete by KNEC prior to any system sign off.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td><strong>UAT Test Script</strong> An end to end functional and quality of service (including security, performance and robustness) will be complete by KNEC prior to any system sign off.</td>
<td></td>
</tr>
</tbody>
</table>
PART 3 - Contract
# Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) “Day” means calendar day.

(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) “GCC” means the General Conditions of Contract.

(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).

(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) “SCC” means the Special Conditions of Contract.

(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(o) “The Project Site,” where applicable, means the place named in the SCC.

**Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**Fraud and Corruption**

The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix to the GCC.

The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall
prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

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

Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the SCC.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b) the Purchaser shall pay the Supplier any monies due the Supplier.

Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic
accounts and records in respect of the Goods in such form and
details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix to the General
Conditions the Supplier shall permit and shall cause its
subcontractors and subconsultants to permit, the Bank and/or
persons appointed by the Bank to inspect the Site and/or the
accounts and records relating to the procurement process,
selection and/or contract execution, and to have such accounts
and records audited by auditors appointed by the Bank if
requested by the Bank. The Supplier’s and its Subcontractors’ and
subconsultants’ attention is drawn to Sub-Clause 3.1 which
provides, inter alia, that acts intended to materially impede the
exercise of the Bank’s inspection and audit rights constitute a
prohibited practice subject to contract termination (as well as to a
determination of ineligibility pursuant to the Bank’s prevailing
sanctions procedures).

Scope of Supply
12.1 The Goods and Related Services to be supplied shall be as specified
in the Schedule of Requirements.

Delivery and
Documents
13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and
Completion of the Related Services shall be in accordance with the
Delivery and Completion Schedule specified in the Schedule of
Requirements. The details of shipping and other documents to be
furnished by the Supplier are specified in the SCC.

Supplier’s
Responsibilities
14.1 The Supplier shall supply all the Goods and Related Services
included in the Scope of Supply in accordance with GCC Clause
12, and the Delivery and Completion Schedule, as per GCC
Clause 13.

Contract Price
15.1 Prices charged by the Supplier for the Goods supplied and the
Related Services performed under the Contract shall not vary
from the prices quoted by the Supplier in its Bid, with the
exception of any price adjustments authorized in the SCC.

Terms of Payment
16.1 The Contract Price, including any Advance Payments, if
applicable, shall be paid as specified in the SCC.

16.2 The Supplier’s request for payment shall be made to the
Purchaser in writing, accompanied by invoices describing, as
appropriate, the Goods delivered and Related Services
performed, and by the documents submitted pursuant to GCC
Clause 13 and upon fulfillment of all other obligations stipulated
in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case
later than sixty (60) days after submission of an invoice or request
for payment by the Supplier, and after the Purchaser has accepted
it.

16.4 The currencies in which payments shall be made to the Supplier
under this Contract shall be those in which the Bid price is
expressed.
16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

Taxes and Duties

17.1 For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.

17.2 For goods Manufactured within the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in
connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to
the official standards whose application is appropriate to the Goods’ country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

Packing and Documents

23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

23.2 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, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s
reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18)
months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.

**Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and
(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

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

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**Export Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3.
APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose
1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements
2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

   a. Defines, for the purposes of this provision, the terms set forth below as follows:

      i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

      ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

      iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

      iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

      v. “obstructive practice” is:

          (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

          (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank’s Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.
Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

| GCC 1.1(i) | The Purchaser’s Country is: The Republic of Kenya |
| GCC 1.1(j) | The Purchaser is: Ministry of Education- Kenya National Examinations Council |
| GCC 1.1 (o) | The Project Site(s)/Final Destination(s) is: The Kenya National Examinations Council Headquarters National Housing Corporation Building, Aga-Khan Walk, Nairobi and another site at Mitihani House, Dennis pritt Road |
| GCC 4.2 (a) | The meaning of the trade terms shall be as prescribed by Incoterm. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterm, they shall be as prescribed by International Chamber of Commerce in Paris, France. |
| GCC 4.2 (b) | The version edition of Incoterm shall be the current edition published by International Chamber of Commerce in Paris, France. |
| GCC 5.1 | The language shall be: English |
| GCC 8.1 | For notices, the Purchaser’s address shall be: |
|          | Chief Executive Officer |
|          | Kenya National Examinations Council |
|          | P.O. Box: 73598 00200, Nairobi, Kenya. |
|          | Head Office |
|          | National Housing Corporation (NHC) House, Aga Khan Walk, |
|          | Tel:+254 020 3317412 / 3317413 / 3317419 / 3317427 / 3341027 3341050 / 3341071 / 3341098 / 3341113 / 2213381 |
|          | Fax: +254-020- 2226032 |
|          | Mobile:0720741001/0732333860 |
|          | Email address: ceo@knc.ac.ke |
| GCC 9.1 | The governing law shall be the law of Republic of Kenya |
### GCC 10.2
The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

(a) **Contract with foreign Supplier:**

*If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*

 GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

(b) **Contracts with Supplier national of the Purchaser’s Country:**

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.

### GCC 13.1
Details of Shipping and other Documents to be furnished by the Supplier are:

- **i)** a negotiable bill of lading, a non-negotiable sea way bill/
- **ii)** an airway bill/a railway consignment note/a road consignment note,
- **iii)** insurance certificate,
- **iv)** Manufacturer’s or Supplier’s warranty certificate,
- **v)** inspection certificate issued by nominated inspection agency,
- **vi)** Supplier’s factory shipping details

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

### GCC 15.1
The prices charged for the Goods supplied and the related Services performed **shall not** be adjustable and **shall** be inclusive of all local taxes.

### GCC 16.1
GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied**

Payment of foreign currency portion shall be made in [Kshs] in the following manner:
(i) **On Acceptance:** One hundred (100) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in Kshs within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

| GCC 16.5 | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty (60) days. The interest rate that shall be applied is **1 % per month.** |
| GCC 18.1 | A Performance Security of 10% of the total contract price shall be required. |
| GCC 18.3 | If required, the Performance Security shall be in the form of Bank Guarantee from a reputable bank. If required, the Performance security shall be denominated in **Kenya Shillings.** |
| GCC 18.4 | Discharge of the Performance Security shall take place not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract. |
| GCC 25.1 | The Supplier is required under the Contract to transport the Goods to KNEC Headquarters as final destination, including insurance and storage shall be arranged by the Supplier, and related costs shall be included in the Contract Price. |
| GCC 25.2 | Incidental services to be provided are as per the specifications and dully costed in the price schedule as part of the total contract price. |
| GCC 26.1 | The inspections and tests shall be as described in the technical specifications. |
| GCC 26.2 | The Inspections and tests shall be conducted at KNEC Headquarters after delivery of the components and another inspection after installation and commissioning: |
| GCC 27.1 | The liquidated damage shall be: **1% per week** |
| GCC 27.1 | The maximum amount of liquidated damages shall be 10% of contract value |
| GCC 28.3 | The period of validity of the Warranty shall be: **1 year from the date of acceptance of the goods.**

For purposes of the Warranty, the place(s) of final destination(s) shall be KNEC Headquarters:

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion:

- make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, |

| GCC 28.5, GCC 28.6 | The period for repair or replacement shall be **14 days.** |
Section X - Contract Forms

Table of Forms

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Advance Payment Security ............................................................................ 131
Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]

For the attention of Bidder’s Authorized Representative
Name: [insert Authorized Representative’s name]
Address: [insert Authorized Representative’s Address]
Telephone/Fax numbers: [insert Authorized Representative’s telephone/fax numbers]
Email Address: [insert Authorized Representative’s email address]

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]
DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Notification of Intention to Award

Purchaser: [insert the name of the Purchaser]
Project: [insert name of project]
Contract title: [insert the name of the contract]
Country: [insert country where RFB is issued]
Loan No. /Credit No. / Grant No.: [insert reference number for loan/credit/grant]
RFB No: [insert RFB reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or
b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

<table>
<thead>
<tr>
<th>Name:</th>
<th>[insert name of successful Bidder]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>[insert address of the successful Bidder]</td>
</tr>
<tr>
<td>Contract price:</td>
<td>[insert contract price of the successful Bid]</td>
</tr>
</tbody>
</table>
2. Other Bidders [INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Bid price</th>
<th>Evaluated Bid price (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name]</td>
<td>[insert Bid price]</td>
<td>[insert evaluated price]</td>
</tr>
<tr>
<td>[insert name]</td>
<td>[insert Bid price]</td>
<td>[insert evaluated price]</td>
</tr>
<tr>
<td>[insert name]</td>
<td>[insert Bid price]</td>
<td>[insert evaluated price]</td>
</tr>
<tr>
<td>[insert name]</td>
<td>[insert Bid price]</td>
<td>[insert evaluated price]</td>
</tr>
<tr>
<td>[insert name]</td>
<td>[insert Bid price]</td>
<td>[insert evaluated price]</td>
</tr>
</tbody>
</table>

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention
Title/position: Chief Executive Officer
Agency: Kenya National Examinations Council
Email address: ceo@k nec.ac.ke

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:


In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).
6. Standstill Period

| DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time). |
| The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. |
| The Standstill Period may be extended as stated in Section 4 above. |

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

**Signature:**

**Name:** Head, Supply Chain Management

**Title/position:** Deputy Director

**Telephone:** +254 720741001/+254 732333860/;+254 020 3317412 / 3317413

**Email:** procurement@knect.ac.ke
INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

Beneficial Ownership Disclosure Form

RFB No.: [insert number of RFB process]
Request for Bid No.: [insert identification]

To: [insert complete name of Purchaser]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

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

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OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

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

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder"

Name of the Bidder: *[insert complete name of the Bidder]*

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

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

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

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

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

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.
Letter of Acceptance

[use letterhead paper of the Purchaser]

To: [name and address of the Supplier]

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

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the contract and identification number, as given in the SCC] for the Accepted Contract Amount of [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: ________________________________
Name and Title of Signatory: ________________________________
Name of Agency: ________________________________

Attachment: Contract Agreement
Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

(1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of [insert name of Country of Purchaser], or corporation incorporated under the laws of [insert name of Country of Purchaser]} and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), of the one part, and

(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance
   (b) the Letter of Bid
   (c) the Addenda Nos._____ (if any)
   (d) Special Conditions of Contract
   (e) General Conditions of Contract
   (f) the Specification (including Schedule of Requirements and Technical Specifications)
   (g) the completed Schedules (including Price Schedules)
(h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]  
in the capacity of [insert title or other appropriate designation]  
In the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]  
in the capacity of [insert title or other appropriate designation]  
in the presence of [insert identification of official witness]
Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Purchaser]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (_______) [insert amount in words],¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ...., 2022, and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six

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This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

____________________
[signature(s)]

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*
Option 2: Performance Bond

By this Bond [insert name of Principal] as Principal (hereinafter called “the Supplier”) and [insert name of Surety] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [insert name of Purchaser] as Obligee (hereinafter called “the Supplier”) in the amount of [insert amount in words and figures], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the ______ day of ____________, 20 ____, for [name of contract and brief description of Goods and related Services] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _________________ day of _________________ 20 _____________________________.

SIGNED ON _________________ on behalf of ___________________________________

By ___________________________ in the capacity of ___________________________

In the presence of ____________________________

SIGNED ON _________________ on behalf of ___________________________________

By ___________________________ in the capacity of ___________________________

In the presence of ____________________________
Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of Purchaser]

Date:  [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.:  [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called “the Applicant”) has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (_____)[insert amount in words]\(^1\) upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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\(^1\) The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible F
A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant’s bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

________________________________________

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.