



## HIGHER EDUCATION LOANS BOARD

*Financing Higher Education now and in the future*

**HELB/T/03/2021-2022**

### **Provision of Security Information and Event Management (SIEM) Solution, Configuration, Licensing, Warranty & Partnership**

Higher Education Loans Board  
Anniversary Towers, 18<sup>th</sup> floor  
P. O. Box 69489 – 00400  
Nairobi – Kenya

**Tel:** 0711052486/411/308/297/307/485/487

**Email:** [procurement@helb.co.ke](mailto:procurement@helb.co.ke)

**Website:** [www.helb.co.ke](http://www.helb.co.ke)

**Tender closing date:** Completed tender documents to be received on or before  
**11.00 a.m on Thursday 16th September 2021**

**TENDER DOCUMENT TO BE DROPPED IN THE TENDER BOX LOCATED ON  
18<sup>TH</sup> FLOOR LIFT LOBBY, ANNIVERSARY TOWERS**

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# Introduction

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



## HIGHER EDUCATION LOANS BOARD

### INVITATION TO TENDER

Date: 31st August 2021

TENDER REF: HELB/T/03 /2021 – 2022

**PROVISION OF Security Information and Event Management (SIEM) Solution, Configuration, Licensing, Warranty & Partnership**

The Higher Education Loans Board is a state corporation whose mandate is to source for funds and provide loans, scholarships and bursaries to Kenyans studying in recognized institutions of higher learning.

HELB invites sealed tenders from interested, eligible and qualified firms that are **manufacturer authorized** or **authorized warranty centers** for the **Provision of Security Information and Event Management (SIEM) Solution, Licensing, Warranty & Partnership**. Interested and eligible firms may view the detailed tender advert, respective tender document and further details regarding the tender submission from our website [www.helb.co.ke/procurement/](http://www.helb.co.ke/procurement/) or Public Procurement Information Portal <https://tenders.go.ke>. Tender documents downloaded from the two websites are free of charge. All bidders interested in participating in the tender are required to forward their contact details on email to [procurement@helb.co.ke](mailto:procurement@helb.co.ke) in case of any further tender addendum.

Interested bidders shall be required to submit **one (1) original** and **one soft copy** of their **combined technical** and **financial** proposals, which shall be clearly marked “**ORIGINAL**” and “**SOFT COPY**” as appropriate. In the event of any discrepancy between them, the original shall govern. All Bidders **must serially number all the pages including the inserts in their tender proposal submission from the 1<sup>st</sup> page to the last page** in the format 1,2,3,4,5....as the number of pages received in each bidder’s tender submission proposal will be recorded during the tender opening.

The completed tender submission documents, wrapped in one envelope clearly marked: HELB/T/03/2020-2021: ‘PROVISION OF Security Information and Event Management (SIEM) Solution, configuration, Licensing, Warranty & Partnership’ should be deposited in the tender box located at Anniversary Towers 18<sup>th</sup> floor lift lobby, University Way or sent by post to:

The Chief Executive Officer  
Higher Education Loans Board  
P. O. Box 69489 – 00400  
NAIROBI

so as to be received not later than **Thursday 16th September 2021 at 11.00 a.m.** Opening of the submitted tenders will take place immediately on the same date in the main boardroom on 19<sup>th</sup> floor, Anniversary Towers at **11.15 a.m.** Interested bidders are invited to witness the opening, **however due to COVID-19** a restricted number will be allowed as per the Ministry of Health and WHO guidelines to be held at the main boardroom on 19<sup>th</sup> floor on the same day at 11.15 a.m.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.

All tenders **must** be accompanied by a tender security of **Kshs.350,000.00** in the form of a bank guarantee from a reputable bank, a bankers cheque, insurance from companies authorized to transact in bid bonds, letter of credit or a guarantee by a deposit taking microfinance institution, Sacco Society, Youth Enterprise Fund or Women Enterprise Fund and valid for a period of **120 days** from the day of opening the tender. AGPO registered firms are not required to submit a tender security but **must fill, sign and submit the Tender Securing Declaration form** and **must submit the valid AGPO registration certificate**. Please note that any tender that shall not be accompanied by a **tender security** or a filled and signed Tender Securing Declaration form and Valid **AGPO certificate** shall be deemed to be non-responsive and disqualified.

HELB may at any time terminate the procurement proceedings without entering into a contract in accordance with section 63 of the Public Procurement and Asset Disposal Act 2015.

**CHIEF EXECUTIVE OFFICER**  
**HIGHER EDUCATION LOANS BOARD**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

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

### **2.2 Eligible Goods**

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

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and HELB, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.4 The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

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

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

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, HELB, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and HELB, shall be written in English



language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

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

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

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

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and

its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to HELB's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to HELB's satisfaction.

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

### **2.13 Goods Eligibility and Conformity to Tender Documents**

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

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

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

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

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by HELB in its Technical Specifications, are intended to be descriptive only and not

restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to HELB's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

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

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

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by HELB, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by HELB as non-responsive.

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

## 2.16 Format and Signing of Tender

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

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

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

## 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Thursday 16th September 2021 at 11.00 a.m.**

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

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

## 2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Thursday 16th September 2021 at 11.00 a.m.**

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

## **2.19 Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

## **2.20 Opening of Tenders**

2.20.1 HELB will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.15 a.m on Thursday 16th September 2021** and in the location specified in the Invitation to Tender.

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

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

2.20.3 HELB will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders HELB may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification

and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.22 Preliminary Examination**

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

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

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

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

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

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

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

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

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

## **2.25 Preference**

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

## **2.26 Contacting HELB**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact HELB on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence HELB in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as HELB deems necessary and appropriate.

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

### **(b) Award Criteria**

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

### **(c) HELB's Right to Vary quantities**

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

(d) **HELB's Right to Accept or Reject Any or All Tenders**

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

**2.28 Notification of Award**

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

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

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

**2.29 Signing of Contract**

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

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

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

**2.30 Performance Security**

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event HELB may make the award to the next lowest evaluated Candidate or call for new tenders.

**2.31 Corrupt or Fraudulent Practices**

2.31.1 HELB requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;



- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of HELB and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive HELB of the benefits of free and open competition.

2.31.2 HELB will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

### **Appendix to Instructions to Tenderers**

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<i>Interested eligible tenderers</i>
2.10	<i>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way</i>
2.14.1	<i>Tender security shall be Kshs.370,000/= or copy of a valid AGPO certificate and a filled and signed Tender Securing Declaration form for AGPO registered groups</i>
2.15	<i>Tenders shall remain valid for 120 days</i>
2.18.1	<b>Thursday 16th September 2021 at 11.00 a.m</b>
2.23	<i>Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya</i>
2.29.1	<i>Thursday 16th September 2021 at 11.00 a.m</i>
2.29.1	<i>The performance security which shall be 10% of the tender sum shall be submitted by the winning bidder</i>

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

### **3.2 Application**

- 3.2.1 These General Conditions shall apply in all Contracts made by HELB for the procurement installation and commissioning of equipment.

### **3.3 Country of Origin**

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to HELB the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to HELB as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to HELB and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to HELB, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by HELB and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.8 Inspection and Tests**

3.8.1 HELB or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. HELB shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to HELB.

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

3.8.4 HELB's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by HELB or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

- 3.18.1 HELB and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance security shall be in the form of bankers cheque or bank guarantee</i>
3.8	<i>HELB or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications.</i>
3.12.1	<i>Payment shall be after the delivery, inspection and acceptance of the Smartnet licenses, configuration &amp; Integrations)</i>
3.13	<i>Prices charged by the tenderer for goods delivered under the Contract shall not vary from the prices submitted by the tenderer in its tender.</i>
3.17	<i>If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract</i>
3.18.1	<i>Resolutions of dispute shall be by arbitration.</i>

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

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



## SECTION V - TECHNICAL SPECIFICATIONS



### HIGHER EDUCATION LOANS BOARD

#### MINIMUM TECHNICAL SPECIFICATIONS FOR THE PROVISION OF SECURITY INFORMATION AND EVENT MANAGEMENT (SIEM) SOLUTION, CONFIGURATION, LICENSING, WARRANTY & PARTNERSHIP

##### INTRODUCTION

The Higher Education Loans Board (HELB) is a state corporation whose mandate is to source for funds and provide loans, scholarships and bursaries to Kenyans studying in recognized institutions of higher learning.

HELB would like to engage a reputable service provider to Offer **SECURITY INFORMATION AND EVENT MANAGEMENT (SIEM) SOLUTION, CONFIGURATION, LICENSING, WARRANTY & PARTNERSHIP** at HELB's offices at Anniversary Towers.

You are invited to submit your quotation for the **PROVISION OF SECURITY INFORMATION AND EVENT MANAGEMENT (SIEM) SOLUTION, CONFIGURATION, LICENSING, WARRANTY & PARTNERSHIP** framework agreement whose specifications and quotation submission requirements and Commercial terms are scoped as follows.

##### Scoped Environment

Device / Application Considerations	Possible Count	Product Vendor(s), Versions, Notes
Windows Servers	80 Virtual Servers	Dell
Windows Desktops	300	Dell
Linux / Unix Servers	5	Opensource
Mainframe / Midrange	None	None
Network Routers	1	Cisco
Network Switches	20	Cisco
Network Flows	applicable	Cisco
Network Wireless LAN	1	Cisco
Network Load-Balancers	0	None
WAN Accelerator	0	None
Network Firewalls	2	Checkpoint & Cisco ASA
Network IPS/IDS	Yes	Checkpoint
Network VPN / SSL VPN	Yes	Checkpoint & Cisco ASA
Network AntiSpam	Yes	Checkpoint
Network Web Proxy	None	None

Other Network or Security Devices	NAC - Cisco ISE 1	Cisco
Web Servers	Apache 5	Opensource
Database	MSSQL – server 2014	Microsoft
Email Servers	Exchange	Microsoft
Antivirus / DLP Server	1	Kaspersky
Key applications	Database Activity Monitoring (DAM) system	Imperva
	Microsoft Dynamics AX 2012 (ERP) system	Microsoft
	Customer Relationship Management (CRM) system	Microsoft
	Enterprise USSD/Bulk SMS Solution	Java Based
	Websites	Wordpress
	Portals (Student, loanbook, employers)	PHP
	Cisco UCS - Unified Communication System	Cisco
	Service Desk Management System	Dell KACE
	Office 365 Platfoam	Microsoft
	Mobile Application	Android
	ESB	Fiorano
	Asset ware Management System - Asset Management	Asset ware
	Biometric Solutions Door Management Software	Hikvision
	CCTV Services	Samsung
	Computer Aided Audit Tools (CAATS) IDEA	CaseWare Analytics
	EDMS	Case 360
	Active Directory	Windows
	Queuing Management System	QMS
Teammate	Teammate	
Track n Trace vehicle tracking, fleet management, fuel monitoring		
Relevant legislation / Standard	ISO 27001 Data Protection Act.	
Duration for offline Logs	Lifetime	
Duration for online Logs	7 years	
Data Network Distribution	Head office and DR site	

**The SIEM focus /business drivers is as follows:**

- Compliance Initiative
- Centralized Log Management
- Incident Response
- Risk Management
- Reporting
- Visibility
- Enhance security & real time monitoring
- Security Threat Correlation

**Scope of Work**

The composites and workload for the supply, implementation, support and maintenance of the HELB Security Information and Event Management (SIEM) Solution involve:

1. Supply and implementation of a Security Information and Event Management (SIEM) solution
2. Certification Training for two (2) HELB ICT staff
3. Direct support with the OEM after project signoff (Contract, three years)
4. License renewal (Contract, three years)

**Technical Specification**

S.N.	General Requirements	Score	Bidders Response
<b>1.1</b>	<b>General Requirements:</b>		
1	The proposed solution should be covered by 3 Year 24x7 support.	Mandatory	
	Certification training and exam should be provided for 4 system analysts.		
S.N.	Security Information and Event Management (1 Unit)	Compliance	Bidders Response
<b>1.1</b>	<b>General Requirements:</b>		
1	Must be available as Virtual Machines for on-premises and public/private cloud deployments on the following hypervisors — VMware ESX, Microsoft Hyper-V, KVM, Amazon Web Services AMI, OpenStack, Azure (only Collector)	Mandatory	
2	Must scale data collection by deploying multiple Collectors free of cost	Mandatory	
3	Must support built-in load balanced architecture for collecting events from remote sites via collectors	Mandatory	
4	Must support at least 30 network devices, 85 servers, advanced monitoring for at least 50 windows/Linux servers and applications with total expected EPS of 1500 EPS.	Mandatory	

5	Must support Cross Correlation of SOC & NOC Analytics	Mandatory	
<b>1.2</b>	<b>Technical Requirements:</b>		
1.2.1	The SIEM solution should provide a scale out distributed architecture with the following characteristics:	Mandatory	
1.2.2	All Collection components, from here on referred to as Collectors, are provided as a virtual appliance	Mandator	
1.2.3	Collectors forward event data to the storage and correlation tier.	Mandatory	
1.2.4	Collectors are able to cache data should the storage and correlation tier become unavailable.		
1.2.5	Collectors compress the data before sending to the storage and correlation tier.	Mandatory	
1.2.6	Collectors communicate to the storage and correlation tier over HTTPS. The direction of communication is FROM the Collectors to the storage and correlation tier.	Mandatory	
1.2.7	Should a collector fail, a replacement collector can be deployed simply by re-registering the collector with the storage and correlation tier. The collectors are not configured individually but are centrally managed and there should be no specific configuration, other than IP address information to redeploy a collector.	Mandatory	
1.2.8	Collectors should be capable of processing 10K EPS.	Mandatory	
1.2.9	Collectors should be able to process NetFlow information.	Mandatory	
1.2.11	Collectors should also automatically update new parsers when new parsers are updated in the SIEM central management system.	Mandatory	
1.2.12	The SIEM Cluster can scale by adding additional Virtual Appliances (VA) to the cluster. This scale out capability must:	Mandatory	
1.2.13	Provide real-time, in memory distributed rule correlation across all cluster components.	Mandatory	
1.2.14	Provide distributed reporting and analytics reports across the SIEM Cluster. This should be automated and the user should not need to specify which component needs to execute a search.	Mandatory	
1.2.15	The SIEM Cluster should not limit how much event data is stored. This limit should only be on how much storage is provided.	Mandatory	

1.2.16	The SIEM Cluster should be able to scale, this means that the SIEM Cluster can start with a single Virtual Appliance and scale by adding more Virtual Appliances. Event data can be stored on a virtual disk when working with a single Virtual Appliance and also on NFS/Elastic Search when working with the SIEM Cluster.	Mandatory	
1.2.17	The SIEM Cluster must be able to scale to in excess of 500K EPS	Mandatory	
1.2.18	The SIEM Cluster must be able to store both the raw event log as well as the parsed event log/normalized data.	Mandatory	
1.2.19	There should be no requirement for a separate “storage” tier that filters or sends a subset of events forwarded by Collectors to a correlation tier. The SIEM Cluster must be able to process every event forwarded by the collection tier.	Mandatory	
1.2.20	Event data must be stored in a compressed mode. Please indicate the compression technology and compression level.	Mandatory	
1.2.21	The SIEM Cluster must not use a relational database (MS SQL, Postgresql, MySQL, Oracle) to store the event data. A modern database should be used to store event data such as a noSQL database.	Mandatory	
1.2.22	A relational database can be used to store templates, incidents and other structured information.	Mandatory	
1.2.23	The virtual appliance should run on Linux and have the ability to update OS packages.	Mandatory	
1.2.4	How does your solution scale to match organizations projected growth. Explain how granularly scalable your proposed solution is without driving huge investments for our infrastructure.	Mandatory	
3	The SIEM must be able to collect additional context beyond log data from devices and this should be achieved by:	Mandatory	
3.1	Actively discovering the devices within the network without an agent and using standard protocols such as:	Mandatory	
	SNMP		
	WMI		
	VM SDK		
	OPSEC		
	JDBC		
	Telnet		
	SSH		
	JMX		

3.2	Ability to monitor the status and responsiveness of services including DNS, FTP/SCP, Generic TCP/UDP, ICMP, JDBC, LDAP, SMTP, IMAP4, POP3, POP3S, SMTP, SSH and Web — HTTP, HTTPS (Single and Multi-Step).	Mandatory	
3.3	Once discovered the devices should be presented in a Asset Management Database within the SIEM solution and display at a minimum: Version/Firmware/OS installed on the device Device serial number Interfaces configured on the device along with: Interface name IP and subnet Interface status (enabled, disabled) Any security levels configured on the device The interface speed The interface speed and name should be editable Processes running on the device or operating system Alert when there is a process status change by actively monitoring using protocols. For example alert when a process or service stops.	Mandatory  Mandatory Mandatory Mandatory Mandatory Mandatory Mandatory Mandatory  Mandatory	
3.4	Devices should automatically be populated within Groups in the Asset Management Database, for example Windows Server Group, Firewall Group.	Mandatory	
3.5	Applications running on devices should be automatically discovered and the Asset Management Database should have an application group that automatically populates devices under the group. For example the application group “IIS Servers” should list all devices running Microsoft IIS.	Mandatory	
3.6	Be able to report on all information within the Asset Management Database: Report on firmware of devices or version number Provide audit report with pass/fail whether the device has the appropriate version of Version/Firmware/OS installed on the device.	Mandatory  Mandatory  Mandatory	
3.7	Once active discovery of the devices is complete the SIEM should have a built-in template that will automatically define what metrics will be collected for devices and the collection intervals.	Mandatory	
3.8	Documentation for end users, administrator, API guides for integration should be available online for public viewing.	Mandatory	
3.9	Solution must integrate with common cloud system such as AWS, AZURE, Microsoft Office 365, Google Apps, Okta, etc without additional cost for API connectors.	Mandatory	

3.1	Solution should be able to perform Registry Change Monitoring for critical servers identified during the deployment and should provide a mechanism to exempt specific registry keys.	Mandatory	
3.11	Solution should have ability to link events and related data to security incidents, threats or forensics findings	Mandatory	
3.12	The solution should allow retention of full source data at no cost on allocated SIEM storage.	Mandatory	
3.13	The solution should support searching into archived logs without having to import them.	Mandatory	
3.14	Must support correlation of Actors (IP, Host, User) across multiple incidents, without creating multiple reports in separate tabs. Incident trends, Actor and Incident detail are displayed on the same page.	Mandatory	
3.15	Must support an incidents Attack View that maps security incidents detected by the SIEM platform into attack categories defined by MITRE Corporation (MITRE ATT&K). Special dashboard should be available to show Rule coverage of Mitre framework with at least 950 rules.	Mandatory	
3.16	Must support an integrated enhanced data visibility with machine learning and User and Entity Behavior Analysis (UEBA). UEBA Agents can be proposed as optional when required. Shouldn't be provided as a separate 3 <sup>rd</sup> party solution to simplify management.	Mandatory	
3.17	Solution should provide ability to monitor business services to bring out a logical business-oriented approach to the technical SOC function.	Mandatory	
3.18	Solution should provide the ability to notify Security Administrators when log events have not been received from a specific system and ability to generate such reports for a specifiable duration of time.	Mandatory	
3.19	Solution should support out-of-the-box compliance reports e.g. PCI, COBIT, SOX, ISO, ISO 27001, SANS Critical Control, NIST800-53, NIST800-171, etc.	Mandatory	
3.2	Solution should enable exploration of logs to discover details of a security incident.	Mandatory	
3.21	Solution should have ability to analyze events and then send alerts to notify security staff of immediate issues. These alerts should support additional criteria such as Time Of Day, Incident Severity, Affected Items and multiple actions such as email, sms, remedial action, ticket creation, snmp alert, etc.	Mandatory	

3.22	Solution should create visualizations based on realtime or retrospective/historical events data to allow security analysts to more quickly and accurately identify patterns and anomalies	Mandatory	
3.23	Solution should monitor and collects system health statistics to provide proof of agent uptime	Mandatory	
3.24	The solution should support an Approval Workflow for running remediations.	Mandatory	
3.25	The solution should support FIPS 140-2 configuration.	Mandatory	
3.26	The Windows and Linux Advanced Agents should support agent process and service protection. It should automatically restart if process killed.	Mandatory	
3.27	The Windows and Linux Advanced Agents should support centralized health monitoring.	Mandatory	
3.28	The SIEM solution threat intelligence subscription should provide automatic access to an external portal for broader insight into IOC and improving Incident triage on top of the IOC feeds downloaded automatically into SIEM.	Mandatory	



### Schedule of Requirements

	ITEM	DESCRIPTION
1	SERVICE LEVEL AGREEMENT	Support and maintain SIEM solution
2	SIEM Software Licenses covering all scoped areas	Over 300 users and devices including 10 applications

### Price Schedule (Mandatory Structure)

Device/Item	Year 1 Total	Year 2 Total	Year 3 Total	Total Cost
Security Information and Event Management (SIEM) solution with 3 Year Support				
OEM Implementation / Professional Services				
2nd Year Support / Warranty				
3rd Year Support / Warranty				
OEM Approved Training for 2 Staff				
<b>Total Cost for the Solution with 3 Year Support</b>				

## SUBMISSION OF TENDER REQUIREMENTS

The tender is a **combined technical and financial proposal submission**.

You are required to submit your tender **arranged in the under listed format** to facilitate easier evaluation by the Evaluation Committee. You **must serially number all the pages (including inserts) in your completed tender submission from the 1<sup>st</sup> page to the last page**. This is a mandatory requirement under the Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016. This is to be done in the format of 1,2,3,4,5..... up to the last page manually by hand or by use of a numbering machine. **Ensure that all pages of the tender submission document including inserts are serialized in a continuous manner from the 1<sup>st</sup> page to the last page**. Failure to **serially number all the pages** in your tender proposal submission from the 1<sup>st</sup> page to the last page will lead to automatic disqualification.

1. Number all the pages (including inserts) in your completed tender submission from the first page to the last page in the format 1,2,3,4..... This can either be done manually by hand or by use of a numbering machine. – This is a mandatory requirement. Failure to number all the pages or partially numbered documents will be automatically disqualified.
2. Submit a **filled and signed tender submission form** (Form on **page 72** of this tender document) **– This is a mandatory requirement**
3. Submit your **Tender security of Kshs.350,000/=** in form of Bank guarantee, Bankers cheque or Insurance from companies authorized to transact in bid bonds, letter of credit or a guarantee by a deposit taking microfinance institution, Sacco Society, Youth Enterprise Fund or Women Enterprise Fund and valid for a period of **120 days** from the day of opening the tender – *This is a mandatory requirement*. **Note:** AGPO groups are not required to submit a tender security but must submit a **valid AGPO certificate of registration** and must fill, sign and submit the **Tender Securing Declaration form** - *This is a mandatory requirement*.
4. Submit a copy of the company's **valid business permit**- *This is a mandatory requirement*.
5. Submit a copy of the company's **valid tax compliance certificate** – *This is a mandatory requirement*.
6. Submit your company's **certificate of registration/incorporation** - *This is a mandatory requirement*. Note: HELB is seeking to engage a company with an experience of **at least 3 years** in the deployment of SIEM Solutions. A company with less than 3 years' experience will be automatically disqualified.
7. Submit a copy of the company's **valid Manufacturers authorization/dealership** for the proposed SIEM System– *This is a mandatory requirement*.
8. Submit a **filled and signed declaration statement** that you will **not engage in any corrupt or fraudulent practice** (Form on **page 75** of this tender document)– *This is a mandatory requirement*.

9. Submit a **filled and signed declaration statement** that you are **not debarred from participating in procurement proceedings**. (Form on **page 76** of this tender document)– *This is a mandatory requirement.*
10. Submit ICTA category 1- *This is a mandatory requirement.*
  - ICT Network
  - End User Computing
  - Information Security
  - Data Centre
11. Submit **the detailed technical solution brochures** for the proposed **Unified Communication System** as per HELB'S minimum technical requirements on **pages 49-55** -- *This is a mandatory requirement.*
12. **Fill each of the remarks columns on the bidder response table on pages 49-55 of the tender document** outlining how the proposed solution meets HELB's specific requirements. Submit the filled bidders response form with your tender – *This is a mandatory requirement*
13. Submit a signed declaration and commitment to the code of ethics– This is a mandatory requirement
14. Submit the detailed technical solution brochures for the proposed Solution CLIENT's minimum technical requirements
15. Fill each of the rows of the bidder's proposal/statements column of the bidder's technical response document table (D) of the tender document stating how the proposed products meet CLIENT's specific
16. c requirements and submitted the filled form/document with your tender
17. Submit the CV's and valid professional certificates related to the product.
18. Submit reference of IP Telephony deployment in Kenya or Larger East Africa.
19. Submit Project implementation and methodology plan indicating the delivery and installation schedule in grant Chart. This is mandatory. Any company proposing a delivery period of more than 6 weeks will be disqualified
20. submit SLA draft proposal with below.
  - Escalation matrix.
  - Detailed Service Support Plan, including response time.
21. Fill the confidential business questionnaire form
22. Indicate Country of Origin of the goods. This is mandatory.
23. Attach bill of quantities /part codes for the proposed solution. - Mandatory
24. Provide unit Price for requested items, shall be purchased as per requirement. – Mandatory

25. Provide technical proposal and case studies for complete process for SIEM, must include below areas, shall be procured as per requirement during the contract duration. (Mandatory)

- I. Eligibility Verification or Authorization
- II. Case Management and Follow up
- III. Account Service Status Enquiry upgrades and Transfer
- IV. Customer Record Updates
- V. After Hour Support
- VI. Helpdesk Support and Trouble shooting

26. Proposed solution must meet all technical requirements.

27. **Form of tender** on **page 77**: This form **MUST** be dully **filled, signed** by the authorized official, authenticated with the company rubber stamp or seal and submitted with your tender – *This is mandatory.*

28. Price schedule format in Tender document is fulfilled– *This is mandatory.*

29. **Schedule of rates/Price schedule form** on **page 78**: This form **MUST** be dully **filled, signed** by the authorized official, authenticated with the company rubber stamp or seal and submitted with your tender – *This is mandatory.*

## EVALUATION CRITERIA

### 1. Preliminary Evaluation – stage 1

Preliminarily, your tender submission will be evaluated to determine:

S/no.	Description of criteria	Score
1	<p>(Mandatory documents: Failure to which leads to automatic disqualification)</p> <ol style="list-style-type: none"> <li>1. Whether you have initialized and serially numbered all the pages in your tender submission proposal from the 1st page to the last page -<b>This is Mandatory.</b></li> <li>2. Whether you have <b>filled</b> and <b>signed tender submission form</b> (Form on <b>page 72</b> of this tender document) -<b>This is Mandatory.</b></li> <li>3. Whether you have submitted a tender security of KShs...350000.....= valid for 120 days from the date of tender opening or a valid AGPO certificate and a filled, signed and submitted Tender Securing Declaration form for AGPO groups-<b>This is Mandatory.</b></li> <li>4. Whether you have submitted the company's valid business permit -<b>This is Mandatory.</b></li> <li>5. Whether you have submitted a copy of the company's valid tax compliance certificate-This is mandatory</li> <li>6. Whether you have submitted a copy of the company's certificate of incorporation/Registration-<b>This is Mandatory.</b> Companies that have changed particulars must submit the original copy of the certificate of incorporation and a copy of the certificate of change of particulars.</li> <li>7. Whether you have submitted manufacturer authorization certificate <b>for all</b> proposed solutions -<b>This is Mandatory</b></li> <li>8. Whether you have submitted a signed declaration statement not to engage in corruption and fraudulent practice -<b>This is Mandatory.</b></li> <li>9. Whether you have submitted a signed declaration statement that your company is not debarred from participating in procurement proceedings-<b>This is Mandatory.</b></li> <li>10. Whether you have valid CAK certification --<b>This is Mandatory</b></li> <li>11. Submit ICTA category 1- <i>This is a mandatory requirement.</i> <ul style="list-style-type: none"> <li>• Information Security</li> <li>• ICT Network</li> <li>• Data Center</li> </ul> </li> <li>12. <b>Whether you have submitted the detailed technical solution brochures</b> for the proposed <b>SIEM System</b> as per HELB'S minimum technical requirements on <b>pages 49-55</b> -- <i>This is a mandatory requirement</i></li> <li>13. Whether you have filled <b>each of the remark's columns / rows on the bidder response table</b> on <b>pages 49-55</b> of the</li> </ol>	Mandatory

	<p><b>tender document</b> outlining how the proposed solution meets HELB's specific requirements. Submit the filled bidders response form with your tender – <i>This is a mandatory requirement</i></p> <p>14. A signed declaration and commitment to the code of ethics– <i>This is a mandatory requirement</i></p>	
<p><b>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE.THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER...</b></p>		
<p><b>Detailed technical evaluation in stage 2</b></p>		
	<p>16)Whether you have submitted the detailed technical solution brochures for the proposed Solution CLIENT's minimum technical requirements</p> <p>17) Whether you have filled each of the rows of the bidder's proposal/statements column of the bidder's technical response document table (D) of the tender document stating how the proposed products meet CLIENT's specific requirements and submitted the filled form/document with your tender.</p> <p>18) Whether you have submitted the CV's and valid professional certificates</p> <p><b>Senior Network and Security Engineer must have below qualification: Mandatory</b></p> <ul style="list-style-type: none"> <li>➤ Master degree in Computers</li> <li>➤ Must be Certified at Expert Level for the proposed OEM Solution</li> <li>➤ CCNP Certified</li> <li>➤ ITIL and PMP or Prince 2 certified</li> </ul> <p><b>Network and Security Engineer Qualification: Mandatory</b></p> <ul style="list-style-type: none"> <li>➤ Diploma or equivalent degree in education</li> <li>➤ Must be Certified at Expert Level for the proposed OEM Solution</li> <li>➤ Must be CCNP Certified</li> <li>➤ Must Certified Security Specialist - Security Identity Management Implementation engineer.</li> </ul> <p><b>Server Storage Engineer</b></p> <ul style="list-style-type: none"> <li>➤ HELB infrastructure is based on Dell / HP Solution, we expect bidder to have atleast two Dell Server Storage and 1 HPE Sever Storage Certified engineers to handle logs from Server / Storage</li> </ul> <p><b>Technical Manager: Mandatory</b></p> <ul style="list-style-type: none"> <li>➤ Degree in Engineering</li> </ul>	

<ul style="list-style-type: none"> <li>➤ Must have Network Security Professional level certification for the proposed OEM</li> <li>➤ Must be CCNA and Business Architecture Certified</li> </ul>	
<p><b>Project Manager with Prince 2 certified or equivalent degree in Project Management, must have below qualification.</b></p> <ul style="list-style-type: none"> <li>➤ Master's degree</li> <li>➤ Prince 2 or equivalent certificate</li> <li>➤ ISO 27001 Certified</li> <li>➤ CISA Certified</li> <li>➤ Must be Certified at Expert Level for the proposed OEM Solution</li> <li>➤ Must have experience in IT &amp; Security Project for atleast 10+ Years.</li> </ul>	
<p><b>19)Reference of SIEM deployment in Kenya or Larger East Africa.</b></p> <ul style="list-style-type: none"> <li>➤ Three (3) reference sites/projects - Where your company has supplied and implemented SIEM solution in financial or Insurance sector in the last 5 years – <b>Mandatory</b></li> </ul>	
<p><b>20) Bidder to Submit Project implementation and methodology plan indicating the delivery and installation schedule in grant Chart. This is mandatory. Any company proposing a delivery period of more than 6 weeks will be disqualified.</b></p>	
<p><b>21.Bidder to submit SLA draft proposal with below.</b></p> <ul style="list-style-type: none"> <li>➤ Escalation matrix.</li> <li>➤ Detailed Service Support Plan, including response time.</li> <li>➤ Solution Document</li> </ul>	
<p>22.Whether you have filled the confidential business questionnaire form</p>	
<p>23.Country of Origin of the goods. This is mandatory.</p>	
<p>24.Bidder should attach bill of quantities /part codes for the proposed solution. - Mandatory</p>	
<p>25.Bidder to provide unit Price for requested items, shall be purchased as per requirement. - Mandatory</p>	
<p>26.Bidder to provide technical proposal and case studies for complete process for SIEM, must include below areas, shall be procured as per requirement during the contract duration. (Mandatory)</p> <ol style="list-style-type: none"> <li>I. Eligibility Verification or Authorization</li> <li>II. Case Management and Follow up</li> <li>III. Account Service Status Enquiry upgrades and Transfer</li> <li>IV. Customer Record Updates</li> <li>V. After Hour Support</li> <li>VI. Helpdesk Support and Trouble shooting</li> </ol>	

All Bidders must have filled all the rows of the remarks column of bidder's response document on **pages 49-55** of the tender document outlining how the proposed system

**complies with HELB’s minimum technical requirements as this will be used to evaluate the proposed system. You must submit the filled form with your tender.**

**NB: Proposed solution must meet all technical requirements.**

**(HELB USE ONLY)**

**Detailed technical evaluation in stage 3**

**27. Whether proposed solution meets all technical requirements.**

S. N	Security Information and Event Management (1 Unit)	Complied Yes/No
<i>1.1</i>	<i>General Requirements:</i>	
1	Must be available as Virtual Machines for on-premises and public/private cloud deployments on the following hypervisors — VMware ESX, Microsoft Hyper-V, KVM, Amazon Web Services AMI, OpenStack, Azure (only Collector)	
2	Must scale data collection by deploying multiple Collectors free of cost	
3	Must support built-in load balanced architecture for collecting events from remote sites via collectors	
4	Must support at least 30 network devices, 85 servers, advanced monitoring for at least 50 windows/Linux servers and applications with total expected EPS of 1500 EPS.	
5	Must support Cross Correlation of SOC & NOC Analytics	
<i>1.2</i>	<i>Technical Requirements:</i>	
1.2.1	The SIEM solution should provide a scale out distributed architecture with the following characteristics:	
1.2.2	All Collection components, from here on referred to as Collectors, are provided as a virtual appliance	
1.2.3	Collectors forward event data to the storage and correlation tier.	
1.2.4	Collectors are able to cache data should the storage and correlation tier become unavailable.	
1.2.5	Collectors compress the data before sending to the storage and correlation tier.	
1.2.6	Collectors communicate to the storage and correlation tier over HTTPS. The direction of communication is FROM the Collectors to the storage and correlation tier.	
1.2.7	Should a collector fail, a replacement collector can be deployed simply by re-registering the collector with the storage and correlation tier. The collectors are not configured individually but are centrally managed and there should be no specific configuration, other than IP address information to redeploy a collector.	
1.2.8	Collectors should be capable of processing 10K EPS.	
1.2.9	Collectors should be able to process NetFlow information.	
1.2.11	Collectors should also automatically update new parsers when new parsers are updated in the SIEM central management system.	



1.2.12	The SIEM Cluster can scale by adding additional Virtual Appliances (VA) to the cluster. This scale out capability must:	
1.2.13	Provide real-time, in memory distributed rule correlation across all cluster components.	
1.2.14	Provide distributed reporting and analytics reports across the SIEM Cluster. This should be automated and the user should not need to specify which component needs to execute a search.	
1.2.15	The SIEM Cluster should not limit how much event data is stored. This limit should only be on how much storage is provided.	
1.2.16	The SIEM Cluster should be able to scale, this means that the SIEM Cluster can start with a single Virtual Appliance and scale by adding more Virtual Appliances. Event data can be stored on a virtual disk when working with a single Virtual Appliance and also on NFS/Elastic Search when working with the SIEM Cluster.	
1.2.17	The SIEM Cluster must be able to scale to in excess of 500K EPS	
1.2.18	The SIEM Cluster must be able to store both the raw event log as well as the parsed event log/normalized data.	
1.2.19	There should be no requirement for a separate “storage” tier that filters or sends a subset of events forwarded by Collectors to a correlation tier. The SIEM Cluster must be able to process every event forwarded by the collection tier.	
1.2.20	Event data must be stored in a compressed mode. Please indicate the compression technology and compression level.	
1.2.21	The SIEM Cluster must not use a relational database (MS SQL, Postgresql, MySQL, Oracle) to store the event data. A modern database should be used to store event data such as a noSQL database.	
1.2.22	A relational database can be used to store templates, incidents and other structured information.	
1.2.23	The virtual appliance should run on Linux and have the ability to update OS packages.	
1.2.4	How does your solution scale to match organizations projected growth. Explain how granularly scalable your proposed solution is without driving huge investments for our infrastructure.	
3	The SIEM must be able to collect additional context beyond log data from devices and this should be achieved by:	
3.1	Actively discovering the devices within the network without an agent and using standard protocols such as:	
	SNMP	
	WMI	
	VM SDK	
	OPSEC	
	JDBC	
	Telnet	
	SSH	
	JMX	

3.2	Ability to monitor the status and responsiveness of services including DNS, FTP/SCP, Generic TCP/UDP, ICMP, JDBC, LDAP, SMTP, IMAP4, POP3, POP3S, SMTP, SSH and Web — HTTP, HTTPS (Single and Multi-Step).	
3.3	Once discovered the devices should be presented in a Asset Management Database within the SIEM solution and display at a minimum:	
	Version/Firmware/OS installed on the device	
	Device serial number	
	Interfaces configured on the device along with:	
	Interface name	
	IP and subnet	
	Interface status (enabled, disabled)	
	Any security levels configured on the device	
	The interface speed	
	The interface speed and name should be editable	
	Processes running on the device or operating system	
	Alert when there is a process status change by actively monitoring using protocols. For example alert when a process or service stops.	
3.4	Devices should automatically be populated within Groups in the Asset Management Database, for example Windows Server Group, Firewall Group.	
3.5	Applications running on devices should be automatically discovered and the Asset Management Database should have an application group that automatically populates devices under the group. For example the application group “IIS Servers” should list all devices running Microsoft IIS.	
3.6	Be able to report on all information within the Asset Management Database:	
	Report on firmware of devices or version number	
	Provide audit report with pass/fail whether the device has the appropriate version of Version/Firmware/OS installed on the device.	
3.7	Once active discovery of the devices is complete the SIEM should have a built-in template that will automatically define what metrics will be collected for devices and the collection intervals.	
3.8	Documentation for end users, administrator, API guides for integration should be available online for public viewing.	
3.9	Solution must integrate with common cloud system such as AWS, AZURE, Microsoft Office 365, Google Apps, Okta, etc without additional cost for API connectors.	
3.1	Solution should be able to perform Registry Change Monitoring for critical servers identified during the deployment and should provide a mechanism to exempt specific registry keys.	
3.11	Solution should have ability to link events and related data to security incidents, threats or forensics findings	

3.12	The solution should allow retention of full source data at no cost on allocated SIEM storage.	
3.13	The solution should support searching into archived logs without having to import them.	
3.14	Must support correlation of Actors (IP, Host, User) across multiple incidents, without creating multiple reports in separate tabs. Incident trends, Actor and Incident detail are displayed on the same page.	
3.15	Must support an incidents Attack View that maps security incidents detected by the SIEM platform into attack categories defined by MITRE Corporation (MITRE ATT&K). Special dashboard should be available to show Rule coverage of Mitre framework with at least 950 rules.	
3.16	Must support an integrated enhanced data visibility with machine learning and User and Entity Behavior Analysis (UEBA). UEBA Agents can be proposed as optional when required. Shouldn't be provided as a separate 3 <sup>rd</sup> party solution to simplify management.	
3.17	Solution should provide ability to monitor business services to bring out a logical business-oriented approach to the technical SOC function.	
3.18	Solution should provide the ability to notify Security Administrators when log events have not been received from a specific system and ability to generate such reports for a specifiable duration of time.	
3.19	Solution should support out-of-the-box compliance reports e.g. PCI, COBIT, SOX, ISO, ISO 27001, SANS Critical Control, NIST800-53, NIST800-171, etc.	
3.2	Solution should enable exploration of logs to discover details of a security incident.	
3.21	Solution should have ability to analyze events and then send alerts to notify security staff of immediate issues. These alerts should support additional criteria such as Time Of Day, Incident Severity, Affected Items and multiple actions such as email, sms, remedial action, ticket creation, snmp alert, etc.	
3.22	Solution should create visualizations based on realtime or retrospective/historical events data to allow security analysts to more quickly and accurately identify patterns and anomalies	
3.23	Solution should monitor and collects system health statistics to provide proof of agent uptime	
3.24	The solution should support an Approval Workflow for running remediations.	
3.25	The solution should support FIPS 140-2 configuration.	
3.26	The Windows and Linux Advanced Agents should support agent process and service protection. It should automatically restart if process killed.	
3.27	The Windows and Linux Advanced Agents should support centralized health monitoring.	
3.28	The SIEM solution threat intelligence subscription should provide automatic access to an external portal for broader insight into IOC and improving Incident triage on top of the IOC feeds downloaded automatically into SIEM.	

**NB: Any Response attracting a “NO” is automatic disqualification**

#### **4. Financial evaluation criteria**

Only bidders who shall meet the all the preliminary evaluation criteria in stage one of the evaluations, and in the detailed technical evaluation criteria in stage 2 of the evaluations and further meet **all** mandatory **HELB’s** minimum technical requirements on their proposed Unified Communication System in stage 3 of the detailed technical evaluation shall qualify for the consideration of their financial proposals.

<b>No.</b>	<b>Description</b>	<b>Yes /No</b>
1	Form of tender: - filled	
2	Form of tender: - signed	
3	Form of tender: - rubberstamped with the company seal or company rubber stamp	
4	Price schedule: - filled	
5	Price schedule: - signed	
6	Price schedule: - rubberstamped with the company seal or company rubber stamp	

**NB : Any Response attracting a “NO” is automatic disqualification**

**Note:** As per section 82 of the Public Procurement Asset and Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity.

#### **Award criteria**

The tender shall be awarded to lowest evaluated responsive bidder whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

## SECTION VIII - STANDARD FORMS

### Notes on the sample Forms

1. **Signed Introduction letter** – This form should be filled, signed and submitted.
2. **Form of Tender** - The form of tender MUST be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
3. **Confidential Business Questionnaire Form** - This form MUST be completed by the tenderer and submitted with the tender documents.
4. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
5. **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
6. **Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Bank Guarantee for Advance Payment Form** - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
8. **Manufacturers Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
9. **Tender Securing Declaration form** – This form MUST be submitted by AGPO registered firms participating in this tender and it MUST be accompanied with the AGPO registration certificate.
10. **Signed declaration statement** – You MUST submit a signed declaration statement that you will not engage in any corrupt or fraudulent practice and that you are not debarred from participating in procurement proceedings.

**TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, submit our tender for \_\_\_\_\_  
\_\_\_\_\_ [Title of tender] in accordance with your tender and our tender  
submission. We are hereby submitting our tender, which is a combined technical and  
financial proposal submission.

We understand you are not bound to accept any tender that you receive.

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

:

\_\_\_\_\_ [Name of Firm]

:

\_\_\_\_\_ [Address:]

## 8.1 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*] (hereinafter called "the Tender")  
..... KNOW ALL PEOPLE by these presents that WE  
..... of ..... having our registered office at .....  
(hereinafter called "the Bank"), are bound unto ..... [*name of Procuring entity*]  
(hereinafter called "the Procuring entity") in the sum of ..... for which  
payment well and truly to be made to the said Procuring entity, the Bank  
binds itself, its successors, and assigns by these presents. Sealed with the Common Seal  
of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers.

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

## 8.2 Tender-Securing Declaration Form

(r.22)

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

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

**To:** [insert complete name of Purchaser]

We, the undersigned, declare that:

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

2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [120 days] starting on [24<sup>th</sup> May 2016], 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 by us in the Bidding Data Sheet; 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 execute the Contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or

(ii) twenty-eight days after the expiration of our Tender.

4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on ..... day of ....., ..... [insert date of signing]

**Note:** AGPO registered firms **MUST** fill, sign and submit this form and the AGPO registration certificate.



**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, ..... of P. O. Box ..... being a resident of

..... in the Republic of ----- do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for ..... (Insert tender title/description) for ..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (Insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (Name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)  
Bidder's Official Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ----- do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (Insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for ..... (Insert tender title/description) for ..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)

Bidder Official Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

8.3 **FORM OF TENDER**

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

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

Gentlemen and/or Ladies:

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

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

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

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

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

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

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

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

**Note:** This form MUST be filled, signed and rubber stamped by the bidder submitting the tender.

**SECTION VII - PRICE SCHEDULE FOR GOODS**

**Price Schedule (KShs)**

<b>Device/Item</b>	<b>Year 1 Total</b>	<b>Year 2 Total</b>	<b>Year 3 Total</b>	<b>Total Cost</b>
Security Information and Event Management (SIEM) solution with 3 Year Support				
OEM Implementation / Professional Services				
2nd Year Support / Warranty				
3rd Year Support / Warranty				
OEM Approved Training for 2 Staff				
<b>Total Cost for the Solution with 3 Year Support</b>				

**Note:** your overall total cost should be inclusive of 16% VAT

**Maintenance period:** The winning bidder will be required to maintain the system for a period of 3 years renewable for a further 2 years upon expiry and subject to satisfactory performance.

Delivery period: \_\_\_\_\_

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

**Company Rubber stamp/seal:**

1. The **price schedule form** MUST dully filled, signed by the authorized official, stamped with the company rubber stamp or seal and submitted with your tender – *This is mandatory.*

8.4 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business  
 You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>	
Business Name .....	
Location of business premises. ....	
Plot No.....	Street/Road .....
Postal Address .....	Tel No. .... Fax ..... E mail .....
Nature of Business .....	
Registration Certificate No. ....	
Maximum value of business which you can handle at any one time – Kshs. .....	
Name of your bankers ..... Branch .....	

	<b>Part 2 (a) – Sole Proprietor</b>		
	Your name in full .....	Age .....	
	Nationality .....	Country of origin .....	
	• Citizenship details .....		
	<b>Part 2 (b) Partnership</b>		
	Given details of partners as follows:		
	Name	Nationality	Citizenship Details
	Shares		
	1. ....		
	2. ....		
	3. ....		
	4. ....		
	<b>Part 2 (c) – Registered Company</b>		
	Private or Public .....		
	State the nominal and issued capital of company-		
	Nominal Kshs. ....		
	Issued Kshs. ....		
	Given details of all directors as follows		
	Name	Nationality	Citizenship Details
	Shares		
	1.....		
	2. ....		
	3. ....		
	4. ....		
	5 .....		
	Date .....	Signature of Candidate .....	

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

## 8.5 **CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

8.6 **PERFORMANCE SECURITY FORM**

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

WHEREAS ..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... [description of goods] (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

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

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

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

8.7 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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

[*name of tender*] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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



**8.8 MANUFACTURER'S AUTHORIZATION FORM**

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

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

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

---

*[signature for and on behalf of manufacturer]*

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

**8.9 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.10 FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED Board Secretary

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**  
**(To be submitted as part of quotation or tender or proposal)**

I.....(person) on behalf of (Name of the  
Business/Company/Firm).....

Declare that I have read and fully understood the contents of the Public Procurement and Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office Address.....

Telephone.....

Email.....

Name of Firm/Company.....

Date.....

(Company Seal/Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

