



SUPPLY AND INSTALLATION OF CYBER SECURITY SOLUTION

*(RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITIES-
AGPO GROUP)*

TENDER NO. NCA/T/002/2020-2021

CLOSING ON; FRIDAY 25TH SEPTEMBER, 2020 AT 11.00AM

SEPTEMBER, 2020

SECTION I -INVITATION FOR TENDER

Date: 14th September, 2020

TENDER No. NCA/T/002/2020-2021

TENDER NAME: SUPPLY AND INSTALLATION OF CYBER SECURITY SOLUTION

- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, Cap 499A, with the responsibility to oversee the construction industry and coordinate its development.
- 1.2 The Authority invites sealed bids from interested candidates for **Supply and Installation of Cyber Security Solution**.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Office, situated at the National Construction Authority Headquarters on 9th Floor KCB towers, Upper Hill during normal working hours.
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs.1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to National Construction Authority or deposited in NCA's KCB account 1136368019 Milimani Branch.
- 1.5 The document may also be downloaded free of charge from the Public Procurement Information Portal www.tenders.go.ke and/ or the National Construction Authority's website; www.nca.go.ke.
- 1.6 Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through the email address procurement@nca.go.ke.
- 1.7 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.8 Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.
- 1.9 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at 9th floor, KCB Towers or be addressed to:

Executive Director,
National Construction Authority,
KCB Towers, 9th Floor, Kenya Road, Upper Hill,
P O Box 21046 – 00100,
NAIROBI, KENYA

so as to be received on or before **Friday 25th September, 2020 at 11.00a.m.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NCA Boardroom on 9th Floor, KCB towers, Nairobi.

Manager Supply Chain
FOR: EXECUTIVE DIRECTOR

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form

xii) Principal's or manufacturers authorization form xiii)
Declaration form

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A tender form and a price schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) A bank guarantee.

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

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails: (i) to sign the contract in accordance with paragraph 30 **or** (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Friday 25th September, 2020 at 11.00a.m.**

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

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

2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Friday 25th September, 2020 at 11.00a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

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

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

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as nonresponsive and rejected.

(b) *Deviation in payment schedule.*

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

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

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

2.23 Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Firms registered under AGPO Programme
2.10	Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Bid Security of Kshs. 20,000.00
2.24	Particulars of post – qualification if applicable
2.27	Performance security equivalent to 1% of the tender sum required Within fourteen (14) days of the receipt of notification of award

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

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

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

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.

- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

The contractor 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.

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	Performance security equivalent to 1% of tender sum required
3.5.3	A bank guarantee, Such insurance guarantee as approved by the PPRA or Letter of credit.
3.7.	Payment for licences will be made within 30 days after delivery and installation of the licences and for annual maintenance will be done quarterly after provision of the services and submitting all the documentation required.
3.8	No price adjustments allowed
3.13	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16	Laws of Kenya
3.17	Executive Director National Construction Authority P.O Box 21046-00100 Nairobi

SECTION V: TERMS OF REFERENCE

INTRODUCTION

The National Construction Authority (NCA) intends to enhance its information security in order to protect its confidential information, so as to maintain the integrity and reputation of NCA as well as ensuring regulatory compliance. In order to enhance the security of all its business data, the Authority intends to procure a cyber security solution

These specifications describe the general requirements for the identity and access management solution.

- a) Bidders are advised to visit the Authority's premises at their own expense to obtain any additional information that may be necessary for the preparation of the bid and in which case prior written request must be made to the NCA specifying the personnel or agent to undertake this assignment after which permission will be granted.
- b) Bidders shall bear all costs associated with the preparation and submissions of the bid and the Authority will not be liable or responsible for these costs or any other costs incurred by the Bidder regardless of the outcome of the bidding process.
- c) In the bidder's response to the technical Specifications, "YES", "YES WE CAN", will be considered as NON-RESPONSIVE and will not be awarded any scores. Bidders are required to back up their response by giving comprehensive information on how the requirement would be achieved. In addition, bidders shall provide enough documentation to back up their compliance to technical specifications claims. **Reference to these documents should be direct and specific.**

A CYBER SECURITY SOLUTION: The Authority requires a cyber security solution for a licensed subscription of 1 year. Support and maintenance of the security solution will be for a period of one year, renewable, based on satisfactory performance as per the S.L.A

Mandatory Technical Specifications

The technical requirements detailed below are MINIMUM requirements and successful bidders MUST provide appropriate response for ALL requirements.

NETWORK ACCESS CONTROL REQUIREMENTS			
	Feature	Minimum Specification	Bidders Response
1		Indicate the brand and model of the solution. It should be an industry proven and tested brand.	
	General Specifications:	<ul style="list-style-type: none">- Must Support virtual appliances- Must support agentless scanning of network for detection and classification of devices- Ability to create inventory of all devices on the network- Must support event reporting to SIEM with detailed contextual data to reduce investigation time- Must assess risk of every endpoint on the network- Must support perpetual licensing model	

	<ul style="list-style-type: none"> - Must automate onboarding process for large number of endpoints, users and guests - Must enforce dynamic network access control and enable network segmentation - Must reduce containment time from days to seconds - Must form a security fabric with the existing firewalls for automated quarantine of infected hosts - Must support; integrate with common router/switch vendors (e.g. Cisco, Avaya) - Must support; integrate with common AV/EDR vendors (e.g. Kaspersky) - Must support; integrate with common firewall vendors (e.g. Cisco, Palo Alto, Fortinet, Check Point) - Must support; integrate with common Anti-malware vendors (e.g. FireEye) - Must support; integrate with common WiFi vendors (e.g. Cisco, Ubnt, Tplink, Dlink) - Must support; integrate with common mobile device management (MDM) vendors (e.g. Airwatch, Microsoft InTune, Mobile Iron, Citrix) - Must support; integrate with common vulnerability assessment vendors (e.g. Qualys, Rapid7) 	
Technical Requirements	<ul style="list-style-type: none"> - Must support major hypervisors including VMWare and Hyper-V - Must be able to scale to at least 20,000 concurrent users per VM - Must be licensed with at least 2000 concurrent user/device licenses - Must support at least 12GB RAM - Must support at least 1TB of attached storage - The proposed VM appliances must be deployed in high availability for high availability - The proposed VM appliances must be deployed centrally in the datacenter without any requirement of having different appliances across branch sites 	
Licensing Requirements	<ul style="list-style-type: none"> - Must support Network Discovery - Must support both agentless and persistant agent deployments -Must support User and Device Domain Authorization - Must support User and Device Captive Portals - Must support Rogue Endpoint Identification - Must support Device Profiling and Classification - Must support MDM Integration - Must support Network Access Policies - Must support BYOD Onboarding - Must support Advanced Guest Management - Must support IoT Onboarding with Sponsor authorization - Must support Endpoint Compliance - Must support automated Rogue Device Detection & Restriction - Must support Web & Firewall Single Sign On - Must support Firewall Segmentation 	

		<ul style="list-style-type: none"> - Incident Response - Must support Role-Based-Access-Control. - Must support secure management protocols (e.g. HTTPS, SSH) - Must support advanced auditing capabilities - Must support processes running on the device or operating system - Must provide e-mail alerting for administrative alerts - Must support configuration backup/restore - Must support common external authentication mechanisms for administrators (e.g. LDAP, AD, RADIUS, etc.) - Must support classification of assets on the network based on categories (e.g. Windows, Linux, Mobile, etc.) - Must support collection of detailed asset information (e.g. MAC address, Logged on user, OS, NIC vendor, Switch Port, etc.) - Must support preventive network access from unauthorized and/or non-compliant devices (eg: BYOD device, device without AntiVirus running) - Must support captive portal abilities for guest device self-registration <p>Must support captive portal abilities for BYOD devices via corporate logon credentials (e.g. AD, LDAP)</p> <ul style="list-style-type: none"> - Must support ; detect/prevent ARP spoofing - Must support ; detect/prevent device dual-homing (e.g. wired + wireless access) - Must support ; detect/prevent malicious hosts - Must support ; detect Windows Update compliance - Must support ; detect AntiVirus Update compliance - Must support ; detect endpoint firewall compliance - Must support ; detect/prevent external storage media & peripherals (e.g. USB flash drives, webcams, etc.) - Must support; detect custom attributes of devices (e.g. script output, WMI, registry, file attributes, running processes, etc.) - Must support; quarantine devices based on policy (e.g. Switch port block, virtual firewall) - Must support administrative reversal of policy actions (e.g. un-quarantine device) - Must support manual administrative actions (e.g. quarantine device, re-evaluate policies, etc.) - FortiNAC Control and Application VM Server (VMWare/Hyper-V/AWS/Azure/KVM)- FNC-CA-VM- (Quantity 2) - 24x7 FortiCare Contract - FC-10-NCVCA-248-02-12- (Quantity 2) - FortiNAC PLUS License for 1K concurrent endpoint devices. All the functionality of BASE with more advanced Network Access Controls and automated provisioning for users, guests, and devices. LIC-FNAC-PLUS-1K – (Quantity 2) - 24x7 FortiCare Contract (100 Endpoints) for FortiNAC PLUS deployments.FC2-10-FNAC0-240-02-12 – (Quantity 20) 	
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VUNERABILITY ASSESSMENT TOOL REQUIREMENTS			
	Feature	Minimum Specification	Bidders Response
2.	Vulnerability assessment tool Requirements	<p>Indicate the brand and model of the solution. It should be an industry proven and tested brand.</p> <ul style="list-style-type: none"> - The Solution should provide for adaptive security/ respond to changes in real time and prioritizing risk across vulnerabilities, configurations, and controls. Supporting wide-range of OS, applications, DBs, and many more network devices among cloud infrastructure, physical and virtual networks - The Solution should provide vulnerability assessments are to show/ranked/prioritized list of a system's vulnerabilities for various kinds of threats. - The Solution should assist implement Best Practice Security Controls so as to identify gaps while providing security controls to deploy on your endpoints and servers. - The Solution should ensure compliance with PCI DSS, NERC CIP, FISMA (USGCB/FDCC), HIPAA/HITECH, Top 20 CSC, DISA STIGS, and CIS standards for risk, vulnerability, and configuration management. 	
3.	Training And Capacity Building	The successful bidder shall be required to train at least 2 ICT staff. The training shall provide NCA ICT staff with the expertise required for properly configuring and maintaining the cyber security solution. (Bidders to indicate the specific training, location and certification to be earned)	
4.	Documentation	<p>Provide for Full documentation of the project that should include but not limited to;</p> <ul style="list-style-type: none"> i. The setup, configuration, ii. Fully annotated diagram and associated detail of equipment utilized in compliance to the scope of this tender. iii. Maintenance, Upgrade and troubleshooting guides 	

DELIVERABLES

In addition to the implementation scope in above, the following deliverables are expected to be achieved: The supplier is expected to successfully undertake renewal, supply, delivery, installation and commissioning of the cyber security solution.

1. **Technology Transfer:** As part of the implementation process, it is the hope of NCA that its existing information systems personnel can gain significant expertise in both the technology used by the applications as well as the inner workings of the applications.
2. **Training:** NCA attaches great importance to the training of its staff at different levels including system support. The bidder should include the training program and cost in detail for NCA to assess its adequacy.
3. **Warranty:**
 - a) Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, must be included in the proposal.
 - b) Bidders must include a sample Warranty Agreement that describes the warranty terms and conditions. During warranty period, the contractor will be required to work after

hours to fix problems that would negatively impact normal operations of the System.

- c) Bidder must produce a manufacturer backed 24x7 Premium Enterprise Support, including advanced device replacement in case of failure for all hardware supplied under this solution - 1 Year

4. Annual Maintenance and support

- a) Effectively render the as per the Service Levels in this SLA.
- b) Provide a single mechanism for Fault reporting and management, inclusive of a call based escalation management mechanism based on SLA times.
- c) Diagnose the causes of Outages and Faults.
- d) Resolve Outages and Faults caused by factors within the scope of this SLA.
- e) If the Service Provider diagnoses any problem that is affecting the application but is not caused by any component of the Infrastructure, then the Service Provider shall notify the appropriate party (ies) that such problems may be promptly resolved by the appropriate party (ies).
- f) Ensure support and maintenance is only performed on Equipment while not in use as far as possible and in such a way that it will not affect the Service Levels or disrupt user operations.

SERVICE LEVEL AGREEMENT

Alongside the contract, comprehensive Service Level Agreement (SLA) will be signed between NCA and the successful service provider to ensure service delivery is not compromised in any way. The SLA shall take into account the following details:

Definitions:

a. Authority (National Construction Authority)

The customer of the Provision for Internet services who has entered into this SLA

b. Users

NCA employees and any other parties given permission by the authority to use internet service.

c. Service Provider

The supplier of the cyber security solution.

d. Internet Infrastructure

This is the equipment and software, which supports access to Internet within the scope of this Service Level Agreement (SLA) in providing the Service.

The same comprises of

- Infrastructure backbone whether, optic fibre cabling, copper cabling, among others.
- Switches, gateways, routers and network equipment located Authority's offices

- All required cabling for the above including equipment power cables and local patch leads.
- Software (including the network security system to monitor and control incoming and outgoing network traffic as provided by the bidder).

e. Scalability

This is the readiness to conduct configurations on host-based cyber security solution as and when the authority deems necessary

f. Availability

Availability is the readiness for access to the firewall as required by users, during Operational Hours, with the following requirements:

- Reliability: Access to the firewall will be available without intermittent failures.
- Safety: all devices will be safe in accordance with the network policy.

g. Local Support

This is the presence of a local office in the town nearest to the Authority's head office. The office should have capacity to be able to support any issues arising that may be detrimental to the provision of reliable access to the Internet. This includes but is not limited to technical support among others.

h. Fault

A Fault means any condition, which prevents or impairs full access and availability of the infrastructure services or any other service related thereof.

i. Outage

An Outage is a period during which there is a lack of or all of access to the infrastructure services, internet / web due to a firewall failure

j. Operational Hours

Operational Hours will be 24x7.

k. System Changes

System Changes are modifications to existing equipment, settings or configurations. Implementation of a System Change may or may not involve an Outage.

l. Planned Changes

Planned Changes are System Changes that are scheduled in advance.

m. Unplanned Changes

Unplanned Changes are System changes that need to be made immediately to resolve operational problems.

n. Site

The Sites where the firewall applications will be installed at are defined as per the schedules in the tender document

o. Monitoring

Monitoring shall mean any electronic early warning mechanism applied to capture, analyse or warn about a potential fault condition arising on the monitored device.

i. Scope

This SLA defines the minimum levels of service that the Service Provider will provide to the Authority and the Users at the selected Sites.

ii. Responsibilities

The Service Provider and the Authority's responsibilities are stated below, in accordance with the following principles:

a. Responsibilities of the Service Provider

- Effectively render the Firewall application as per the Service Levels in this SLA.
- Provide a single mechanism for Fault reporting and management, inclusive of a call based escalation management mechanism based on SLA times.
- Diagnose the causes of Outages and Faults.
- Resolve Outages and Faults caused by factors within the scope of this SLA.
- If the Service Provider diagnoses any problem that is affecting the application but is not caused by any component of the Infrastructure, then the Service Provider shall notify the appropriate party(ies) that such problems may be promptly resolved by the appropriate party(ies).
- Ensure support and maintenance is only performed on Equipment while not in use as far as possible and in such a way that it will not affect the Service Levels or disrupt user operations.
- Perform Change Management including:
 - Ensuring Planned Changes, which require a system Outage, are agreed with the Authority and are performed on agreed dates and so as to minimize impact on the User's operation.
 - Secure, Automated Firewall Change Workflow as agreed with the Authority to ensure changes are made as intended and do not introduce new risks.
 - Once a change is approved, automate change provisioning to improve accuracy and reduce the chance of rework.
 - Agree with the Authority a timetable of Planned Changes by the Service Provider, which require work by the User.
- Perform data gathering and reporting, including:
 - Gathering performance data relating to all Service Levels.
 - Opening all methods used to meet this SLA to audit by the Authority or their representatives when requested and agreed.

iii. Responsibilities of the Authority

The Authority shall:

- For Change Management, agree with the Service Provider a timetable for Planned Changes by the Authority, which require work by the Service Provider.
- Submit Change Requests to the Service Provider, accompanied by a clear definition of requirements, if necessary.

The Authority shall ensure that Users:

- Adhere to the Authority responsibilities defined in this SLA. Failure to do so will mean that the Service Provider cannot be held to the terms of this SLA that are directly affected by that failure on the part of the Authority or their Users.
- Ensure that Faults are reported to NCA Contact person or Help/Service Desk as soon as they occur together with full details, where known.

iv. Service Levels

The following Service Levels apply to all Outages and Faults. The following criteria shall be used to exclude or reduce the calculation of Service Levels achieved:

- Outages and Faults caused by the factors defined below:
 - Servicing and maintenance other than normal servicing performed by the Service Provider or its sub-contractors,
 - Modifications which have not been carried out by the Service Provider or its sub-contractors,
 - Failure by the Authority or Users to follow the Service instructions;
 - Negligence by the Authority or Users, and/or
 - Any event of force majeure.
- Those faults codes that are listed as exceptions are excluded from the calculation of performance against the targets within this SLA.

v. Infrastructure Availability

Infrastructure Availability is 99.5% to be measured during Operational Hours and over each calendar month.

a. General Operating Requirements

- Peripherals associated with the service shall be available always.
- The system shall be designed with redundancy so that there is not any single point of failure, which can cause the service to be disrupted.
- This redundancy shall be accomplished by utilizing failover plan methodology, which will be fully tested and documented for the Authority.
- The firewall application and network devices shall perform, without degradation, at the scheduled periods and response times for the System to be considered available. The application shall operate as on a 24 X 7 basis.
- The Service Provider will ensure that support personnel are always available upon request at the Authority's headquarter in order to meet SLA requirements.

vi. Fault Repair Response Times

The length of time taken to repair a downtime is measured from the time the Service Provider receives the call at the Service Provider's Service Desk from the User's manager or User, (or the Service Provider detects the Fault), whichever is earlier, to when the Service Provider rectifies the Fault with sign-off, if available.

vii. Maintenance and Support

1. The Service Provider shall provide an escalation plan showing the organizational structure of the support staff. It shall include the qualifications of key support personnel and procedures for support and will define contingency for all critical staff in the event they are unavailable for whatever reason.
2. The Service Provider shall provide twenty-four (24) hour / seven (7) days a week support as a minimum maintenance and support agreement.

viii. Performance Review

There shall be regular performance reviews of the Service Levels between the Service Provider, User and the Authority as specified in the contract.

ix. SLA Review

This SLA will also be reviewed in the event that the Authority's or Users business or operational requirements change or at intervals to be agreed between both parties.

The Authority will convene a meeting **ANNUALLY** after commissioning of the project (comprising the Service Provider's Team and NCA's Team to be chaired by the Authority's Manager ICT) to deliberate on the following:

- New requirements due to changes in business
- Changes in the SLA

x. Non Performance

In the event that the overall system availability falls below the contracted SLA the Service Provider will be considered to have under-performed and the Authority will have the right to terminate the contract with a notice of 1(one) month.

Annex A Fault Data & Reports against SLA:

The following raw data is required for all faults:

- ✓ Time of call to the Service Provider and user name
- ✓ Call reference
- ✓ Location of fault

- ✓ Details of fault reported
- ✓ Equipment type affected
- ✓ Equipment number
- ✓ Action taken by call centre
- ✓ Engineer's name (reference)
- ✓ Details of repair
- ✓ Time resolved
- ✓ Engineer's comment (especially if SLA time not met)
- ✓ Time closed

Terms of agreement

The signatures of this document indicate agreement to its content, that it is valid, has achievable objectives, and represents the intent of NCA and Service Provider to meet the service delivery needs specified in this SLA.

Signed **Date**

(Tenderer or his Representative)

Signed **Date**

(National Construction Authority's Representative)

NOTE:

- a) In conducting of inspections for the supply, delivery and installation of the cyber security solution, the tenderer should provide adequate proof by way of a system generated and printable report/certificate that clearly shows the date of installation as well as expected date of expiry of and related licenses.
- b) The successful bidder shall be required to train at least 2 ICT staff in a certified training institution. The training shall provide NCA ICT staff with the expertise required for proper configuration and maintenance of the cyber security solution. The expected outcome of the proficiency levels with cyber security solution to be such that external support assistance is used only for difficult problem resolutions or complex tasks. The Successful bidder will cater for travel and accommodation during the period of stay for training.
- c) Payment for Supply, delivery, Installation, Configuration, training and knowledge transfer and support for the Security solution, which will be paid quarterly after review of the SLA based on performance and upon submission of a maintenance/support report based on the review of the SLA and duly acknowledged by the user department and submission of relevant invoice and other required and related documents.
- d) DURATION OF ASSIGNMENT: it is envisaged that the entire implementation duration will be a maximum of 3 weeks. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference. The project implementation duration does not include the warranty period, which period will commence immediately after commissioning the system.
- e) No price adjustments allowed

SECTION VII - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following three main stages:

1. PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS) Bidder expected to provide the listed documents and fill in forms as provided.

No.	Criteria	Yes/ No
1.	Copy of certificate of incorporation/Registration	
2.	Copy of a valid tax compliance certificate	
3.	A copy of CR12 for limited company and Sole proprietor & Partnership companies to provide copies of directors I.Ds	
4.	Duly filled, signed and stamped form of tender	
5.	Dully filled, signed and stamped price schedule in the format attached.	
6.	Copy of valid AGPO registration certificate	
7.	Dully filled, signed and stamped tender securing declaration form	
8.	A valid Single business permit from County Government for 2020	
9.	Dully filled, signed and stamped Confidential Business Questionnaire	
10.	Duly filled, signed and stamped Self Declaration Form SD 1	
11.	Duly filled, signed and stamped Self Declaration Form SD 2	
12.	Audited accounts for three years (2017, 2018 & 2019)	
13.	A valid registration/Accreditation letter from the ICT Authority relevant to the solution	
14.	Meet all the Mandatory Technical Specifications	
15.	Attach current dated and signed Manufacturer's authorization certificate as distributor, dealer or service representative	
16.	Tender document MUST be sequentially Paginated/serialized/Numbered on each page including all the attachments	

NB: Bidders must meet all the mandatory requirements to qualify for technical evaluation.

2. TECHNICAL EVALUATION

No.	Criteria	Marks
1.	<p>Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs:</p> <p>a) Bidders product or solution to the overall TORs and additional suggestions (show clearly your additional suggestions and proposal) (5 marks)</p> <p>b) Technical approach, Implementation plan and methodology (5 marks)</p> <p>c) Organization & staffing (show your organizational structure) (2 marks)</p> <p>d) In the format provided, provide a separate list of technical staff that shall be deployed in the NCA's assignment. In the list, indicate clearly the person(s) designated as the Team leader, and other technical personnel and their roles in the assignment. (2 marks)</p> <p>e) Show your work plan in form of a Gantt chart (2 marks)</p>	16
2.	<p>Experience of the firm:</p> <p>a) Attach up to five (5) contracts/LSOs with public entities as proof of having carried out similar assignments. Within the last four years (4 marks each) (Attach contracts or LSOs)</p>	20
	<p>b) With reference to item (2a) above, Attach up to 5 reference letters in clients' letter heads indicating how similar assignment were completed. The letters must have been written within this year 2020 (3 marks for each letter)</p>	15
3.	<p>Qualification & Experience of Key Technical Staff to be deployed in NCA's assignment:</p> <p>a) Academic and Professional qualifications of the Team Leader (Attach copies of certificates)</p> <ul style="list-style-type: none"> • Degree in IT or a related field (5 marks) • Diploma in IT or a related field (2 marks) • Certification in the security solution (3 marks) 	8
	<p>b) Team leader's experience: (Attach CV in format provided)</p> <ul style="list-style-type: none"> • Number of Similar solutions handled (implementing & supporting similar solution) (2 marks for each project to a maximum of 5) 	10
	<p>c) Academic and Professional qualifications of two technical personnel (Attach Appropriate copies of certificates)</p> <ul style="list-style-type: none"> • Degree in IT or a related field (3 marks per person) • Diploma in IT or a related field (1marks per person) • Certification in the security solution – (3 points per person) 	12
	<p>d) Experience of the two technical staff in implementing & supporting similar solution (Attach CV in format provided) (1 mark for each project upto a maximum of 5 projects for each staff)</p>	10
4.	<p>Financial Capability; Liquidity ratio:</p> <ul style="list-style-type: none"> • 2:1 ratio Max – 3 marks for each year • 1:1 ratio Max – 2 marks for each year • Less – 0 point 	9
	Total Marks	100

NB.

- a) Cut off points for the technical evaluation shall be (75 marks) and bidders who shall not have attained this mark shall not proceed to the next stage of financial evaluation.
- b) The bidder can propose more personnel to meet all the required technical skills. The qualification of the total pool of resources will be considered in the evaluation if

applicable, however, the additional personnel must also meet the academic qualification, work experience and product support experience.

- c) NCA reserves the right to carry out due diligence. Any false information provided will lead to automatic disqualification. The Authority will not accept and/or respond to request for clarification from bidders received 3 days before the tender opening.

3. FINANCIAL EVALUATION

All the bidders that meet the minimum technical score of 75% shall be ranked according to their tender sum and the lowest evaluated bidder shall be awarded the contract.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Confidential Questionnaire form
3. Self-declaration Form
4. Anti-corruption declaration Form
5. Service Provider's Organization and Experience
6. Service Provider's Experience
7. Comments and Suggestions on the Terms of Reference
8. Team Composition and Task Assignments
9. Format of CVs
10. Tender security form
11. Performance security form
12. FORM RB 1

FORM OF TENDER

Date _____

Tender No: _____

**The Executive Director
National Construction Authority
P.O. Box 21046-00100
NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda No..... *[Insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide..... *[description of services]* in conformity with the said tender documents for the sum of..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ___ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No.Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship detail

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.

Part 2 (c) – Registered Company

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.

(Attach certificate of incorporation)

Date Signature of Candidate

FORM SD1

SELF DECLARATION FORMS (r.47)

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

I,, of Post Office 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 _____

FORM SD2

SELF DECLARATION FORMS

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 _____

TENDER SECURING DECLARATION FORM **r.22**

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

Date: *[Of Bid Submission]*

Tender No.....

To: National Construction Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **One year** starting **on the date of this tender Opening** 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 Instructions to Tenderers.
3. We understand this Tender 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 Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender 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 Tender Securing Declaration]*

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

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

Service Provider's Organization and Experience

A - Service Provider's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

B - Service Provider's Experience

Relevant Assignments Carried Out in the Last Three Years That Best Illustrate Qualifications

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out system implementation services similar to the ones requested under this assignment (**Attach letters of awards and completion certificates as proof of evidence**)]*

Assignment name:	Approx. value of the contract (in KShs.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____
 Name and Title of Signatory: _____

Comments and Suggestions on the Terms of Reference and on data, services and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Format of Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____

4. Date of Birth: _Nationality: _____

5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. Membership of Professional Associations:

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]:

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]:

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer:

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: ____</p> <p>Location: _____</p> <p>Client: ____</p> <p>Main project features: _____</p> <p>Positions _____ held:</p> <p>Activities performed:</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of [name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 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)

PERFORMANCE SECURITY FORM

To:

[Name of the 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 services] (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 figures],

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 your 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..

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED
Board secretary

