

**BANKI  
KUU YA  
KENYA**



**CENTRAL  
BANK OF  
KENYA**

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## **TENDER DOCUMENT**

**RESTRICTED TENDER FOR PROVISION OF COMPREHENSIVE  
SUPPORT, MAINTENANCE AND LICENCES RENEWAL FOR  
QRADAR SECURITY INFORMATION AND EVENT MANAGEMENT  
SOLUTION (SIEM) FOR A PERIOD OF THREE (3) YEARS FOR  
CENTRAL BANK OF KENYA.**

**TENDER NO. CBK/114/2020-2021**

**CLOSING DATE: 18<sup>TH</sup> JUNE ,2021 AT 10:30 A.M.**

## GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

### Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Tenderers Remarks
1	The main sections of the tender document that includes: Section I – Invitation to Tender; Section II – Instruction to Tenderers; and Section III – General Conditions of the Contract  Remain as they are in the tender document	
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Duly completed Confidential Business Questionnaire in the format provided in this tender document.	
4	Copy of the company’s <b>current</b> Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
5	Original Tender Security (Bid Bond) of <b>Kshs 50,000</b> in the form provided in this tender document valid for <b>150 Days</b> from the date of tender opening	
6	Provide a list of qualified personnel qualified Engineers/ technicians specialized in comprehensive support, maintenance and licenses for Q Radar Security Information and Event Management solution (SIEM) systems (Provide evidence using CV and relevant technical certificates for each of them otherwise no score)	
7	Provide a list of at least 5 clients (complete with address and telephone numbers) of which the company has provided similar services in the last 5 years. The Bank may conduct due diligence to verify the information provided	

8	Financial proposal containing priced schedule of requirements. Prices to be quoted inclusive of all taxes	
9	Duly filled and signed Form of Tender in the format provided in the tender document	
10	Bidders should use the Bank's tender document or ensure to align their documentation to it.	
11	Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments	

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
SECTION I INVITATION TO TENDER.....	5
SECTION II INSTRUCTIONS TO TENDERERS.....	6
Appendix to Instructions to Tenderers .....	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS/PRICES.....	29
SECTION VI TECHNICAL REQUIREMENTS.....	30
Scope of Services	
SECTION VII STANDARD FORMS.....	33
7.1 FORM OF TENDER.....	34
7.2 CONTRACT FORM.....	35
7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS....	36
7.4 TENDER SECURITY FORM.....	37
7.5 PERFORMANCE SECURITY FORM.....	38
7.6 LETTER OF AWARD.....	39
7.7 FORM RB1.....	40
7.8 DECLARATION FORM.....	41

## SECTION I: INVITATION FOR TENDER

1. The Central Bank of Kenya invites bidders to submit sealed tenders from authorized service providers for Provision of Comprehensive support, maintenance and licenses for Q Radar Security Information and Event Management solution (SIEM) systems for Central Bank of Kenya.
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **Director, General Services Department, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Tel: +254 20 2861000/2860000, Email: [supplies@centralbank.go.ke](mailto:supplies@centralbank.go.ke).**
3. A complete set of tender document containing detailed information may be downloaded from the PPIP website: **[www.tenders.go.ke](http://www.tenders.go.ke) OR Central Bank of Kenya website: [www.centralbank.go.ke](http://www.centralbank.go.ke) at no cost.** Bidders who download the tender document are advised to register their participation in the tender using the Email: **[supplies@centralbank.go.ke](mailto:supplies@centralbank.go.ke).**
4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
5. Tenders must be accompanied by an original **Tender Security of Kshs. 50,000.00**, valid for **150 days** from the date of tender opening. Failure to attach the Tender Security will lead to automatic rejection of the tender.
6. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in the **Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue before **18<sup>th</sup> June ,2021 at 10.30am.**
7. Tenders will be opened immediately thereafter, i.e. on **18<sup>th</sup> June ,2021 at 10.30am** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya Head Office, Mezzanine Conference Room on Mezzanine Floor.**
8. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

**DIRECTOR,  
GENERAL SERVICES DEPARTMENT**

## SECTION II - INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	7
2.2 Cost of Tendering.....	7
2.3 Contents of Tender document.....	7
2.4 Clarification of Tender document.....	8
2.5 Amendments of Tender document.....	8
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	9
2.8 Tender Form.....	9
2.9 Tender Prices.....	9
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	12
2.19 Clarification of Tenders.....	12
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	13
2.22 Evaluation and Comparison of Tenders.....	13
2.23 Contacting the Procuring Entity.....	14
2.24 Post-Qualification.....	14
2.25 Award Criteria.....	15
2.26 Procuring Entity's Right to Vary Quantities .....	15
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	15
2.28 Notification of Award.....	15
2.29 Signing of Contract.....	16
2.30 Performance Security.....	16
2.31 Corrupt or Fraudulent Practices.....	16

## **SECTION II:INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall 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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under 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 the 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 be Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Technical Requirements
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form

- (x) Tender security Form
- (xi) Performance security Form
- (xii) Declaration Form
- (xiii) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity 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.

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

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



## **2.7. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price 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 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 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.

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

## **2.12. Tender Security**

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

- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer rejects correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

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

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (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 not later than (*day, date and time of closing*).
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

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

## **2.18. Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on *(day, date and time of closing)*.

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

## **2.19 Clarification of Tenders**

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 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 non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

## **2.23. Contacting the Procuring entity**

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

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

## **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.30.2 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.

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

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

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 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.
- 2.28.2 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.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 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 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28.2 or paragraph 2.29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 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.
- 2.30.2 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
- 2.30.3 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 the procurement of a service provider shall complement, supplement, or amend, the provisions on 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 Reference	Particulars of Appendix to Instructions to Tenders
2.1.1	The tender is Restricted Tender to ICT Companies providing <b>PROVISION OF COMPREHENSIVE SUPPORT, MAINTENANCE AND LICENCES RENEWAL FOR Q RADAR SECURITY INFORMATION AND EVENT MANAGEMENT SOLUTION (SIEM) FOR A PERIOD OF THREE (3) YEARS COMPREHENSIVE</b>
2.2.2	The Tender document are to be downloaded from the <b>PPIP website</b> or the <b>Central Bank of Kenya website at no Cost</b>
2.10.1	<b>All Prices to be quoted in Kenya Shillings.</b>
2.12	Tenders must be accompanied by an original <b>Tender Security of Kshs. 50,000.00</b> , valid for <b>150 days</b> in the format provided in this tender document from the date of tender opening
2.13.1	Tender shall remain valid for <b>120 days</b> after the date of tender opening prescribed in the tender notice.
2.14.1 & 2.15.1	Only one "ORIGINAL" tender document will be submitted
2.17.1(b)	The sealed envelopes shall bear the tender number and name in the Invitation to Tender and the words " <b>DO NOT OPEN BEFORE 18<sup>th</sup> June ,2021 at 10:30 A.M</b>
2.18.1	Tenders to be received not later than <b>18<sup>th</sup> June ,2021 at 10:30 A.M</b>
2.20.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
2.27.1	Performance security is not required

## Clause 2.20 – 2.22 EVALUATION CRITERIA

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

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Technical Evaluation on specifications;
3. Stage 3: Technical Evaluation on Capacity to Deliver the Contract;
4. Stage 4: The Financial Evaluation;
5. Stage 5: Recommendations.

### Stage 1: Compliance with Mandatory Requirements (MR)

The following mandatory requirements must be met not withstanding other requirements in the documents:

#### Mandatory Requirement

NO	REQUIREMENTS	Tenderer's Response
MR 1	Provide documentary evidence (Copy) of the company's Certificate of Incorporation or Business Registration Certificate (Legal structure)	
MR 2	Provide copy of the company's <b>current/valid</b> Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) <b>valid at least up to</b> tender opening date.	
MR 3	Provide an original <b>Tender Security of Kshs. 50,000.00</b> , valid for <b>150 days</b> from date of tender opening/closing in the format provided in this tender document.	
MR 4	Provide an authorization letter from the <b>manufacturers of the software, and licenses</b> to the level of IBM Silver partner and above	
MR 5	Submit a completed Company's profile using the Confidential Business Questionnaire Form as provided in the tender document	
MR 6	Provide documentary evidence in form of Audited Accounts for the Company for at least one (2) consecutive years between 2017 and 2019. The audited accounts <b>MUST</b> be signed by the auditor preparing the audited accounts and the candidate's Company Director(s).	

### Stage 2: Technical Evaluation on specifications

Tenderers meeting all the mandatory requirements shall have their bids checked against compliance with technical specifications indicated in Section "VI" of this tender document. A bidder may quote for any or all of the items. This means that each item will be evaluated and awarded independently. Bidders will be required to meet all the technical specification

as a minimum requirement for each item they are bidding for to qualify to the next stage of the evaluation.

### Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Bidders meeting all the Mandatory requirements will be subjected to technical evaluation on capacity to deliver the service as detailed below. Technical criterion will carry a total weight of 100% and a bidder shall be required to attain a minimum score of 75% and above to qualify for financial evaluation.

#### Technical Evaluation on Capacity to Deliver

No.	Evaluation Attribute	Criteria	Score%
T1	Number of years in the business of comprehensive support, maintenance and licenses for Q Radar Security Information and Event Management solution (SIEM) systems	Each active year will earn 2 marks to a maximum of 5 years	10
T2	At least 3 Technical staff with the following valid qualifications in Nairobi and with the manufacturer Certification of IBM Qradar. (MUST attach copies of the certifications and CVs for each staff to score)	<ul style="list-style-type: none"> <li>• 3 staff -30</li> <li>• 2 Staff - 20</li> <li>• 1 Staff - 0</li> </ul>	30
T3	Provide a list of at least <b>4 clients with references (names and telephone of contact persons)</b> to which the company has implemented IBM Qradar implementations in Banks. (Attach documentary evidence of LPO/LSO/Completion certificates/contracts)	<ul style="list-style-type: none"> <li>• 4 or more Clients: 40%</li> <li>• Less than 4 prorated at:  <math display="block">\frac{\text{Number of clients} \times 40}{4}</math> </li> </ul>	40
T4	a) Profitability Margin	A margin above 30%-10 10 to 29.99 % -5 1 to 9.99% -3 Less than 1% -0	10
	b) Liquidity Ratio	2:1 -10 1: 1 -5 Less than 1:1-0	10
	<b>TOTAL</b>		<b>100%</b>

Note:

$$\checkmark \text{ Profitability Margin} = \frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$$

$$\checkmark \text{ Current Ratio} = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

$$\checkmark \text{ EBIT} = \text{Earnings Before Interest and Taxes}$$

#### **STAGE 4: FINANCIAL EVALUATION**

Bidders who score 75% and above in the technical evaluation stage will be progressed to the financial evaluation stage. Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids.

#### **STAGE 5: RECOMMENDATION**

The lowest evaluated bid will be recommended for award of the Tender for Provision of Provision of Comprehensive support, maintenance and licenses for Q Radar Security Information and Event Management solution (SIEM) systems for Central Bank of Kenya. (Ref. CBK/114/2020-2021)

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information.....	22
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	23
3.8 Payment.....	23
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	24
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	25
3.15 Governing Language.....	25
3.16 Applicable law.....	25
3.17 Force Majeure.....	25
3.18 Notices.....	26

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

### **3.1.    Definitions**

3.1.1    In this Contract, the following terms shall be interpreted as indicated:

- (a)    “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b)    “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c)    “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d)    “The Procuring entity” means the organization procuring the services under this Contract
- (e)    “The Contractor” means the organization or firm providing the services under this Contract.
- (f)    “GCC” means the General Conditions of Contract contained in this section.
- (g)    “SCC” means the Special Conditions of Contract
- (h)    “Day” means calendar day

### **3.2.    Application**

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

### **3.3.    Standards**

3.3.1    The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4.    Use of Contract Documents and Information**

3.4.1    The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection

therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

3.5.1 The Contractor 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.

### **3.6 Performance Security**

3.6.1 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 SCC

3.6.2 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.

3.6.3 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.

3.6.4 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

- 3.9.1 Prices charges 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

### **3.11. Termination for Default**

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor 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 Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.



### **3.12. Termination for Insolvency**

- 3.12.1 The Procuring entity may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

- 3.13.1 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 entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

- 3.15.1. 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.

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.18.1 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 Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.

Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.1.1 (b)	The contract price will be in Kenya Shillings.
3.1.1 (C)	The Services to be provided is Provision of Comprehensive support, maintenance and licenses for Q Radar Security Information and Event Management solution (SIEM) systems for Central Bank of Kenya for a period of three (3) years.
3.1.1 (d)	The procuring entity is <b>Central Bank of Kenya, P. O. Box 60000 – 00200, Nairobi</b>
3.6	Successful bidder shall furnish a Performance security of 5% of the contract amount and shall be in form of bank guarantee issued by a commercial bank registered in Kenya recognized by Central Bank of Kenya
3.8	Payment will be made after the services have been rendered as per contract terms and upon submission of invoice and satisfied certificate of Services issued by a representative of the Office of the Director ITD
3.9	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.11	<p>The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate the contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(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 Bank.</li> <li>(b) if the tenderer fails to perform any other obligation(s) under the contract.</li> <li>(c) If the tenderer, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ul>
3.14	<p><b>Dispute Settlement</b></p> <p>If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to a court of law</p>
3.16	The laws of Kenya shall apply

3.17	<p>For purposes of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes – Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>No Breach of Contract</b> The failure of a party to fulfil any of its obligations under the contract shall not be considered to be a breach of or default under, this contract in so far as such inability arises from an event of Force Majeure.</p> <p><b>Payments during force majeure</b> During the period of an event of Force Majeure the successful bidder shall be paid only for work successfully done in accordance with the provisions of the Contract.</p>
3.18	<p>The address to be used for purposes of notices will be: <b>The Director, General Services Department, P. O. Box 60000 – 00200, Nairobi. Email: <a href="mailto:supplies@centralbank.go.ke">supplies@centralbank.go.ke</a></b></p>
	<p><b>Obligations of the Service Provider</b> The Service Provider shall perform the services and carry out their obligations with due diligence, efficiently and shall observe sound management practices. The Service Provider will always act as faithful adviser to the Central Bank of Kenya. The Service Provider shall be liable to the Central Bank of Kenya for any loss or damage suffered by the Bank arising from breach by the Service Provider of this Clause.</p>

**SECTION V: PRICE SCHEDULE OF SERVICES**

Features	YEAR ONE (KSHS)	YEAR TWO (KSHS)	YEAR THREE (KSHS)
IBM QRADAR SOFTWARE LICENSE AND HARDWARE RENEWAL FOR 36 MONTHS			
IBM QRADAR ANNUAL SUPPORT AND MAINTENANCE (SLA)- (INCLUDING SKILLS TRANSFER, FINE TUNING AND OPTIMIZATION) - FOR 36 MONTHS			
TOTAL INCLUSIVE OF 16% VAT			

Signature        of        Tenderer \_\_\_\_\_

Stamp.....

Date:.....

## SECTION VI: TECHNICAL SPECIFICATIONS / REQUIREMENTS

Part No	Description	Qty	Start Date	Vendor Response
E0NBALL-E	IBM QRadar Software Install Annual SW Subscription & Support Renewal 12 Months	1	01/07/2021	
E0NBILL-E	IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months	2	01/07/2021	
E0NBTLLE-E	IBM QRadar Event Capacity for Disaster Recovery 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months	4	01/07/2021	
E0NC3LL-E	IBM QRadar Flows Capacity 100K Flows Per Minute Annual SW Subscription & Support Renewal 12 Months	1	01/07/2021	
E0NCDLL-E	IBM QRadar Flows Capacity for Disaster Recovery 100K Flows Per Minute Annual SW Subscription & Support Renewal 12 Months	2	01/07/2021	
E0NCJLL-E	IBM QRadar Disaster Recovery Software Install Annual SW Subscription & Support Renewal 12 Months	2	01/07/2021	
E0NCHLL-E	IBM QRadar High Availability Software Install Annual SW Subscription & Support Renewal 12 Months	1	01/07/2021	
E0M69LL-E	IBM Spectrum Storage Suite per Terabyte Annual SW Subscription & Support Renewal 12 Months	200	01/07/2021	
E0G3SLL-E	IBM Security QRadar Risk Manager Added 100 Standard Configuration Source Install Annual SW Subscription & Support Renewal	2	01/07/2021	
E0I5FLL-E	IBM Security QRadar Vulnerability Manager Capacity Increase 2048 Install Annual SW Subscription & Support Renewal	3	01/07/2021	
E0I5CLL-E	IBM Security QRadar Vulnerability Manager Capacity Increase 256 Install Annual SW Subscription & Support Renewal	3	01/07/2021	

Part No	Description	Qty	Start Date	Vendor Response
E0I5DLL-E	IBM Security QRadar Vulnerability Manager Capacity Increase 512 Install Annual SW Subscription & Support Renewal	3	01/07/2021	
E0I58LL-E	IBM Security QRadar Vulnerability Manager Add-On 60XX Install Annual SW Subscription & Support Renewal	3	01/07/2021	
E0N92LL-E	IBM QRadar xx29 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/08/2021	
E0N92LL-E	IBM QRadar xx29 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/08/2021	
E0N92LL-E	IBM QRadar xx29 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/08/2021	
E0N92LL-E	IBM QRadar xx29 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/08/2021	
E0N9ZLL-E	IBM QRadar xx05 G3 Appliance Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/08/2021	
E0NJ4LL-E	IBM QRadar 1901 Appliance per Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal 12 Months	1	01/08/2021	
E0N93LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/08/2021	
E0N94LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/08/2021	
E0N93LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/08/2021	
E0N94LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent	1	01/08/2021	

Part No	Description	Qty	Start Date	Vendor Response
	Appliance Hard Drive Retention Service Upgrade 12 Months			
E0N93LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/08/2021	
E0N94LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/08/2021	
E0N93LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/08/2021	
E0N94LL-E	IBM QRadar xx29 Appliance Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/08/2021	
E0NA0LL-E	IBM QRadar xx05 G3 Appliance Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	1	01/08/2021	
E0NA1LL-E	IBM QRadar xx05 G3 Appliance Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/08/2021	
E0NJ5LL-E	IBM QRadar 1901 Appliance Business Critical Service Upgrade Appliance Install Subsequent 12 Months	1	01/08/2021	
E0NJ6LL-E	IBM QRadar 1901 Appliance per Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	1	01/08/2021	
	IBM Qradar Annual support and Maintenance (SLA)- (Including skills transfer, fine tuning and optimization) – for 36 months	1		



## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

**7.1. Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

**7.2 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.

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

**7.4 Tender Security:** The tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

**7.5 Performance security Form** - The performance security form should not be completed by the tenderer 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.

**7.6 Letter of Notification of Award** - This form should not be completed by the tenderer at the time of submitting the tender.

**7.7 Form RB 1** - This form should not be completed by the tenderer at the time of submitting the tender.

**7.8 Declaration Form** - This form must be completed by the tenderer at the time of submitting the tender.

## 7.1 FORM OF TENDER

To:  
Name and address of procuring entity

Date: \_\_\_\_\_

Tender No.  
Tender Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Valuation Services under this tender in conformity with the said Tender document 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 conditions of the tender.

3. 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.

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

5. 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 and on behalf of \_\_\_\_\_

## 7.2 FORM OF CONTRACT

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 services] and has accepted a  
tender by the tenderer for the supply of those services 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 tenderer hereby covenants with the Procuring entity to provide  
the services and to remedy the defects therein in conformity in all respects with the  
provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the  
provisions of the servicess and the remedying of defects therein, the Contract Price or such  
other sum as may become payable under the provisions of the Contract at the times and in  
the manner prescribed by the contract.

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

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

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

### 7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 Email.....				
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 details .....				
Part 2 (b) – Partnership				
Given details of partners as follows				
Name		Nationality	Citizenship details	Shares
1. ....				
2. ....				
3. ....				
4. ....				
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. ....				
Date..... Signature of Candidate.....				

## 7.4 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)*

## 7.5 PERFORMANCE SECURITY FORM

To: .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
provide ..... [description of 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 a 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 of money 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 of financial institution]

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

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

(Amend accordingly if provided by Insurance Company)

## 7.6 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

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

- 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED Board Secretary



## 7.8 DECLARATION FORM

To \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The tenderer i.e. (name and address) \_\_\_\_\_

Declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(To be signed by authorized representative and officially stamped)