KENYA BUREAU OF STANDARDS

TENDER DOCUMENT

FOR
SUPPLY, IMPLEMENTATION AND COMMISSIONING OF KEBS PRIVILEGED ACCESS MANAGEMENT SOLUTION

KEBS/T016/2020/2021

KENYA BUREAU OF STANDARDS
P.O. BOX 54974-00200
NAIROBI.
TEL: 020 6948000/605490/605550
E-MAIL: info@kebs.org, procurement@kebs.org
Website: www.kebs.org
FAX: 020 609660/ 604031

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KENYA BUREAU OF STANDARDS

Tel: (020) 6948000/ 605490
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procurement@kebs.org
Website: www.kebs.org

INVITATION TO TENDER

TENDER NO. KEBS/T016/2020/2021: SUPPLY, IMPLEMENTATION AND COMMISSIONING OF KEBS PRIVILEGED ACCESS MANAGEMENT

Kenya Bureau of Standards (KEBS) invites sealed tenders from eligible candidates for the SUPPLY, IMPLEMENTATION AND COMMISSIONING OF KEBS PRIVILEGED ACCESS MANAGEMENT SOLUTION

Interested eligible candidates may obtain further information from and inspect the tender documents from **Procurement Office at KEBS Centre, Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi.** A complete tender document may be obtained by interested candidates on normal working days **between 9.00 a.m. and 4. 00p.m upon payment of a non-refundable fee** of 1,000 as indicated in the tender document, the amount is payable in cash or bankers' cheque **or be downloaded free from KEBS website:**

Completed tender documents in plain sealed envelopes clearly marked "**KEBS/T016/2020/2021: SUPPLY, IMPLEMENTATION AND COMMISSIONING OF KEBS PRIVILEGED ACCESS MANAGEMENT SOLUTION**

should be addressed and delivered to:

THE MANAGING DIRECTOR,
KENYA BUREAU OF STANDARDS,
POPO ROAD OFF MOMBASA ROAD
P.O. BOX 54974 - 00200
NAIROBI.
Or be deposited in the Tender Box at **KEBS Centre Main Reception** marked "**TENDER BOX**" so as to be received on or before **10.00 am on Tuesday, 30th March 2021.**

Tender opening will be carried out immediately thereafter at the **KEBS Centre Conference Room.** Tenderers or their representatives are free to attend the tender opening.

Tenders must be accompanied by Bid Bond of **2%** of the Tender sum in the format specified in the tender documents.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KEBS Centre Conference Room.**

MANAGING DIRECTOR

Section B. General Information

Introduction

1. Eligible Tenderers

1.1 This Invitation for Tenders is open to all tenderers eligible as described in instructions to tenderers in the tender document. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.

1.2 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 goods under this Invitation for tenders.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.3 The origin of goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

3.1 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.

The Tender Document

4. Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

(i)   Invitation for Tenders
(ii)   General information
(iii)   General Conditions of Contract
(iv)   Special Conditions of Contract
(v)   Schedule of Requirements
(vi)   Technical Specifications
(vii)   Tender Form and Price Schedules
(viii)   Tender Security Form
(ix)   Contract Form
(x)   Performance Security Form

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

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) 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 tenderer that have received the tender document.

6. Amendment of Documents

6.1 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 amendment.

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

6.3 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.

Preparation of Tenders

7. Language of Tender

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

8. Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) Tender security furnished in accordance with paragraph 14

9. Tender Form

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

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable.

(ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination.

10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

11.1 Prices shall be quoted in Kenya shillings

12. Tenderers Eligibility and Qualifications.

12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

(a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;

(b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

(b) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

13. Goods' Eligibility and Conformity to Tender Document.

13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

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

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

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

(c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

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

14.2 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 14.7

14.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of a **bank guarantee** only and should be valid for **thirty (30) days** beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as nonresponsive, pursuant to paragraph 22.

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

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 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.

15.   Validity of Tenders

15.1   Tenders shall remain valid for **180 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

15.2   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 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16.   Format and Signing of Tender

16.1   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.

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

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

17.   Sealing and Marking of Tenders

17.1   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.

17.2   The inner and outer envelopes shall:
   a) Be addressed to the Procuring entity at the following address:

   THE MANAGING DIRECTOR
   KENYA BUREAU OF STANDARDS
   P.O.BOX 54974 – 00200
   POPO ROAD
   OFF MOMBASA ROAD BEHIND BELLEVUE CINEMA
   NAIROBI

Bear the tender no. KEBS/T016/2020/2021: SUPPLY, IMPLEMENTATION AND COMMISSIONING OF KEBS PRIVILEGED ACCESS MANAGEMENT SOLUTION and the words: "DO NOT OPEN BEFORE" 10.00 am on **Tuesday 30th March 2021.**

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

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

18 Deadline for Submission of Tenders

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 no later than **10.00 am on Tuesday 30ᵗʰMarch 2021.**

18.2 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.

Submission of Tenders

19.   Opening of Tenders

19.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am on Tuesday 30th March 2021** and in the following location:

    KENYA BUREAU OF STANDARDS
OFF MOMBASA ROAD
POPO ROAD
BEHIND BELLEVUE CINEMA
CONFERENCE ROOM

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

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

19.3 The Procuring entity will prepare minutes of the tender opening.

20.   Clarification of Tenders

20.1 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.

20.2 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.

21.   Preliminary Examination

21.1 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.

21.2 Arithmetical errors shall lead to disqualification of the bid.

21.3 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.

21.4 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.

21.5 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.

22.   Evaluation and Comparison of Tenders

22.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

22.2 The Procuring entity's evaluation of a tender will exclude and not take into account:

(a)   in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

(b)   Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

22.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

22.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

(a)Delivery schedule offered in the tender;

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

(c)The cost of components, mandatory spare parts, and service;

(d)The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender.

22.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:
(a)*Delivery schedule.*
The Procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements.   Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment of 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.

(c) Spare parts and after sales service facilities.

Tenderers must offer items with service and spares parts back-up. Documentary evidence and locations of such back- up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied.

23. Contacting the Procuring entity

23.1 Subject to paragraph 20, 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.

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 Tenderer's tender.

Award of Contract

24. Post-qualification

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.

24.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 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.

25. Award Criteria

25.1 Subject to paragraph 10, 23 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

26. Procuring entity's Right to Vary quantities

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

27. Procuring entity's Right to Accept or Reject Any or All Tenders

27.1 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.

28. Notification of Award

28.1 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.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

29. Signing of Contract

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

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

30. Performance Security

30.1 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.

30.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 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 Candidate or call for new tenders.

31. Corrupt Fraudulent Practices

31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

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

    (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

    (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the

Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

(b) 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;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

31.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1.   The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section **B** and has to be prepared for each specific procurement.

2.   The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.

3.   In preparing the Appendix the following aspects should be taken into consideration:

(a) The information that specifies and complements provisions of Section II to be incorporated.

(b)   Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.

4.   Section **B** should remain unchanged and can only be amended through the Appendix to instructions to tenders.

5.   Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations

Appendix to instructions to tenders

The following information for the Supply, Implementation and Commissioning of KEBS Privileged Access Management Solution 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.

Instruction to tender reference	*instructions to tenderers*
1	**Eligible tenderers** This Invitation for Tenders is open to all tenderers whose companies are Registered in Kenya.

3	**Cost of tendering**
	Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. soft copies downloaded will be issued free of charge from KEBS website at
	www.kebs.org
	2.3 Clarification of tender document A prospective tenderer requiring any clarification of the tender document may notify KEBS in writing through;
	    1. procurement@kebs.org
	    2. info@kebs.org
	    3. saleria@kebs.org

5	**Clarification of tender document** A prospective tenderer requiring any clarification of the tender document may notify KEBS in writing through procurement@kebs.org saleria@kebs.org Clarification of tenders requested by the tenderer must be received by KEBS not later than seven (7) days prior to the deadline for closing of tenders. KEBS shall reply to any clarifications sought by the tenderer within three (3) working days excluding weekends of receiving the request to enable the tenderer to make timely submission of its tender.
11	Tender Currencies Prices shall be quoted in Kenya Shillings.
14	**Tender Security** Original tender security of **2%** of the Tender sum in form of a **Bank guarantee** from a bank licensed and operating in Kenya, valid for thirty (30) days beyond the validity of the tender (180 days). This shall be in the format provided in the tender document (Section H). Tender Security from an Insurance Company shall NOT be

	acceptable.
15	**Validity of Tenders** The period of tender validity will be **180 days** from the date of opening of the tender.
16	**Format and Signing of Tenders** Bidders Must submit One (1) original and one (1) Copy. 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.
17	**Sealing and Marking of Tenders** The tender document shall be properly bound and paginated (each page of the tender submission must have a number and the numbers must be in chronological order), seal and submit two copies (one original and one copy) of the tender, clearly marking each "Original Tender" and "Copy of Tender," as appropriate. The two shall then be sealed in an outer envelope marked with the words "Do Not Open Before" on or before **Tuesday 30th March 2021 at 1000hrs (East Africa Time).**
22	**EVALUATION AND COMPARISON OF TENDERS** The evaluation shall be carried out in three (3) stages i. Preliminary Evaluation ii. Technical Evaluation and iii. Financial Evaluation Preliminary evaluation shall be based on mandatory requirements and Technical Evaluation shall be rated. For Financial Evaluation the tender with the lowest evaluated price that meets all the requirements shall be considered for award of the contract subject to post qualification.
2.24	**Post qualification** Pursuant to Section 83 of PPADA, 2015, KEBS may conduct post qualification (due diligence) to 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.
2.25 `	**Award of tender** Subject to submission of the Performance Security, KEBS will award the contract to the successful tenderers whose tender has been determined to be substantially responsive and has been determined to be the tender with the lowest evaluated price, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily

2.29	**Performance Security** The amount of Performance Security shall be 10% of the contract value in the format of the Performance Security Form provided in the tender document in the form of a **bank guarantee** drawn by a bank licensed by the Central Bank of Kenya.
25	**Award Criteria** *This is a single award tender where the tender shall be awarded to the lowest evaluated bidder so long as the bidder has passed both the mandatory/preliminary and the technical requirements.*

Section C - General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

5.1 The Candidate 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 tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Patent Rights

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

7. Performance Security

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

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

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

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

8. Inspection and Tests

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

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

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

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

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

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

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

10. Delivery and Documents

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

11. Insurance

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

12. Payment

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

12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

13. Prices

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

14. Assignment

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

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

16.   Termination for Default

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

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

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

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

17.   Liquidated Damages

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

18.   Resolution of Disputes

18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

19.   Language and Law

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

20. Force Majeure

20.1   The tenderer 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.

Section D. Special Conditions of Contract

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. General conditions of the contract clause 7.1 performance security.
   The performance security shall be in the amount of 10% of the contract price and shall remain valid for **30 days** beyond the last date of installation and commissioning of the system.

3.   The tender price shall be in Kenya shillings

Section E. Schedule of Requirements

Number	Description	Quantity	Delivery schedule Start: End:
	SUPPLY, IMPLEMENTATION AND COMMISSIONING OF KEBS PRIVILEGED ACCESS MANAGEMENT SOLUTION		

(Shipment)   In   weeks/months from _____

Indicate your Delivery schedule for the goods/service after receipt of a confirmed Purchase Order from the Kenya Bureau of Standards.

![KEBS]	**KENYA BUREAU OF STANDARDS.**

Section F. Technical Specifications

TERMS OF REFERENCE: SUPPLY, IMPLEMENTATION AND COMMISSIONING OF KEBS PRIVILEGED ACCESS MANAGEMENT SOLUTION

Introduction and Background

The Kenya Bureau of Standards (KEBS) has remained the premier government agency for the provision of Standards, Metrology and Conformity Assessment (SMCA) services since its inception in 1974. Over that period its main activities have grown from the development of standards and quality control for a limited number of locally made products in the 1970s to the provision of more comprehensive Standards development, Metrology, Conformity Assessment, Training and Certification services. With the re-establishment of the East African Community (EAC) and Common Market for Eastern and Southern Africa (COMESA), KEBS activities now include participation in the development and implementation of SMCA activities at the regional level where it participates in the harmonization of standards, measurements and conformity assessment regimes for regional integration. KEBS operates the National Enquiry Point in support of the WTO Agreement on Technical Barriers to Trade (TBT).

As part of overall digital strategy in implementing secure and industry standard technology, security management processes and supporting ICT management applications, KEBS is looking to procure a Privileged Access Management (PAM) for automated monitoring of all User activities across KEBS devices which would function as a Centralized authentication and authorization system with best security practices along with role based access control for all servers running on Windows and Linux environment. It will constantly monitor what administrators or any other person who has privileged rights to access all the critical systems and applications.

The tool will monitor the user activity in case any change is being done by super user/user and will store the super user logs for verifying the activities being carried out by them. It would ensure better user management across various servers by applying restrictions on user profile as per role which can be changed on immediate basis

Scope of Works
1.   Supply, Installation & commissioning of Privileged Access Management (PAM) solution
2.   Provision of initial and extended warranties and technical support services (including detailed initial acquisition costs and on-going support for one (1) year.
3.   On-site installation and setup, software configuration and user settings
4.   Knowledge Transfer Training for software configuration for PAM to at least 10 ICT staff
5.   Provide local Vendor Training for 2 ICT staff to be trained to configure, operate and maintain the proposed solution.
6.   The Bidder will be responsible for any upgrades and patches of the proposed solution during the contract period.
7.   The proposed solution should have capacity to support the following;
     a. 25 Privileged Users
     b. 25 Remote Access Users i.e. 3rd Party Vendors
     c. 1200 Domain Machines
     d. 1200 Active users
     e. 100 Servers running on Windows and Linux

Project Management
1. Bidders shall provide a project management methodology.
2. A project manager shall be assigned to handle the project
3. Throughout the life cycle of the project, project manager must provide regular and on-request

status and progress reports on the achievement of the project.

4. Throughout the life cycle of the project, KEBS representatives will have the right to request regular and non-regular meetings to follow up with the project manager on the achievements of the project.

Delivery, Installation, Configuration, Testing and Commissioning:

1. Bidder must assess the existing setup before implementing the solution.
2. Testing and commissioning criteria shall be developed during the project plan.
3. All software, documentation, manuals, instructions, labels shall be in Standard English.

Objectives

i. Gain visibility into the privileged account problem and solution
ii. Identify extent of risk by discovering every single privileged account and its status
iii. Understand vulnerabilities to specific cybersecurity threats
iv. Establish a Secure Vault– Store privileged credentials in an encrypted, centralized vault with password rotation.
v. Integration with other security applications – ability to integrate with Active Directory for centralized access control

Stage 1: MANDATORY EVALUATION CRITERIA
(Required to proceed to the Technical Evaluation Stage):

No	Requirements	Indicate page submitted in the tender document
MR 1	Submit 1 (one) Original and 1 (one) copy of the tender document and be addressed as stated in the invitation to tender	
MR 2	Bidding documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3. . n) w h ere n is the last page	
MR 3	Submit a copy of company's Valid Certificate of Registration Incorporation/Business name	
MR 4	Provide copy of the company's current KRA Tax Compliance Certificate **(To be verified on the KRA TCC Checker)**	
MR 5	Submit Valid CR 12 Form	
MR 6	Submit valid County Government Business Permit	
MR 7	Original Bid Bond of 2% of the Total tender sum and valid for **180 days** from date of tender opening	
MR 8	Duly filled, signed and stamped Business Questionnaire	
MR 9	Duly completed Tender form signed and Stamped	
MR 10	Duly completed Anti-Corruption Declaration signed and stamped	
MR 11	Provide proof of Current Certified Manufacturer's authorization form signed by the manufacturer to sell/service the product **(To be Verified)**	
MR 12	Provide Certified Copies of audited accounts for the company for the last three years 2017 & 2018 & 2019	

MR 13	Submit with tender a valid accredited certificate of registration with the ICT Authority on Information Security.	
MR14	Provide original datasheet for the proposed solution from OEM (Original Equipment Manufacturer)	
MR 15	Duly completed signed and stamped NON-DEBARMENT Declaration Form	

Failure to provide any of the above-mentioned documents will lead to automatic disqualification of the firm at the mandatory evaluation stage. The bidders that will meet the mandatory requirements above will qualify to proceed to mandatory technical evaluation stage.

Stage 2: Technical Evaluation

2.1 Mandatory Technical Compliance Evaluation Stage

(a) Compliance to Technical Specifications

Bidders are expected to demonstrate compliance to the systems specifications in the bidder response column. The response should be comprehensive to demonstrate understanding of KEBS requirements.

"Yes", "No" or "To comply" responses will not be accepted. Any bidder who gives this kind of response shall be assessed as "NO" in the Technical Compliance Evaluation column and consequently failed in this stage of evaluation.

Technical Compliance Evaluation Criteria
- Yes – Response satisfactory and demonstrates compliance to the specification.
- No – Response does not demonstrate compliance to the specification

A "NO" assessment in any of the specifications leads to automatic disqualification from the next stage of evaluation.

NOTE

The bidders **MUST give Reference to both** Technical proposal and Data sheet that the proposed solution meets these requirements. A reference to the technical proposal and datasheet must be provided with clear page and paragraph numbers in the bidder's response column. When the page and paragraph reference on the datasheet and Technical proposal is not given, the bidder's solution will be considered not meeting the mandatory requirements and therefore Non-responsive.

ID	Description	Vendor Response	Technical Compliance Evaluation Yes/No
1	**Privilege Access Management for an Enterprise**		
1.1	Does the Solution protect privilege at all levels within the enterprise?		
1.2	How does the Solution protect privilege within Critical on premise platforms such as: - Windows based infrastructure (domain and local) - End User Computing (user workstations)		

	- Linux and Unix infrastructure - Critical cloud platforms and infrastructure within Clouds - Business Applications - SaaS applications - CICD pipelines for both human and non-human privileged access		
1.3	How does the solution manage privileged accounts used by 3rd party applications?		
1.4	How does the Solution support cases where privileged third party vendor access is required?		
2	**Privileged Credentials Control**		
2.1	Can the solution automatically rotate credentials based on a defined policy (expiration period)? Is this a global setting or can this be set per type of the system?		
2.2	Please outline what systems are supported for credential management?		
2.3	Does Credential Management extend to API Keys, specifically those used for Cloud Platforms like Azure and AWS?		
2.4	Does Credential Management extend to SSH Keys? Please explain how the Private Keys are protected		
2.5	Can the solution manage credentials that have dependencies, for example Windows Services, Scheduled Tasks and Application Pools?		
2.6	How does the solution handle managing credentials to devices, such as workstations, which are not frequently online on the corporate network?		
2.7	Please explain the password change options, for example are additional accounts needed for credential management?		
2.8	Is the solution able to enforce one-time password usage, rotating credentials after use?		
2.9	How does the solution ensure the validity of the passwords? Can it automatically resolve de-synchronized credentials?		
2.10	Is the solution capable of detecting credentials that are 'out of sync' and rotating them without using external utilities.		
2.11	Can the solution support the concept of a password group, ensure all accounts within a 'group' are set the same password value?		

2.12	Can the solution maintain a history of password versions, for a defined period of time or versions, that can be accessed by approved users (for example, for accessing a restored database from 6 months ago)?		
2.13	Does the solution support automatic discovery and on-boarding of privileged accounts?		
3	**Privileged Session Management: Isolation, Monitoring and Analysis**		
3.1	Does the solution provide the ability to monitor and record Privileged Sessions? Does this rely on agents on the target device or end users workstation?		
3.2	Please explain how the solution provides isolation to target devices from internet connected devices (end users workstations)?		
3.2	What controls, if any, are provided to prevent the credential from being disclosed to the end user or from being sent to their workstation?		
3.4	What platforms are supported by any session recording and isolation capability?		
3.5	How does the capability scale when under heavy use? (high number of concurrent sessions hitting the service - are additional licenses or appliances needed to scale out?)		
3.6	Session Recording needs to be contextual; what information is captured in a session recording and can this be searched through after the event?		
3.7	Can the Session Management capabilities prevent users from performing certain actions during a session? Is it able to automatically perform actions on detecting specific session events (such as session suspension)?		
3.8	For Session Monitoring, how are the recordings stored and secured? How can these be played back and is there any controls around access permissions?		
3.9	Does the solution provide a way to provide access to users outside of the domain access without the use of a VPN? If so, how?		
3.10	Does the solution have the ability to flag high risk activity, to provide guidance to		

	the Security Operations as to what sessions should be reviewed?		
3.11	What level of encryption does the solution use when providing sessions outside of the corporate environment?		
3.12	If a user runs a script during a session, can this also be monitored in terms of what actions were performed within the script (as this may bypass any typically key stroke logging capabilities)?		
3.13	Does the solution provide the ability for users to perform 'copy and paste' and 'file transfer' activities during privileged sessions? If so, how?		
3.14	Where possible the user experience should be maintained, to allow the administrators to continue using their preferred client and tools. Please explain how the solution helps supports this		
3.15	Can the solution provide detailed monitoring of HTTP based sessions (such as Cloud Platform Consoles, etc.) outside of simple video recording?		
4	**Proactive Threat Analytics and Response in Privilege Domain**		
4.1	Does the solution provide intelligence-based analytics for detecting suspicious activity of privileged accounts?		
4.2	Does the solution provide intelligence-based analytics for detecting suspicious activity of users of privileged accounts?		
4.3	Can the solution detect attempts to circumvent the Privileged Access controls? For example via the use of backdoor accounts or by compromising a password value of a managed account		
4.4	How can the solution stop lateral movement within the Active Directory environment by malicious actors?		
4.5	Is the solution able to detect attempts to harvest and steal credentials from the environment?		
4.6	For all of the above threat related requirements, is the solution able to take automated actions to remediate and alert on the event?		
5	**Solution Administration**		
5.1	Does the Solution support central administration within a unified suite (single user interface, central		

	repository)?		
5.2	Is the user interface client-based or browser-based? (Please specify desktop OSs and browsers supported.)		
5.3	Can the Solution restrict the solution administrators from accessing or viewing passwords or approving password requests?		
5.4	Can the Solution provide means of applying controls to its own Administrators?		
5.5	Does the Solution support central management while serving users in different time zones?		
5.6	Does the Solution support multiple languages for the user interface? (please specify which languages)		
6	**System Architecture**		
6.1	Is the Solution available in form of hardware appliances or software packages?		
6.2	"High Availability/Redundancy Can the Solution easily achieve high availability and resistance to hardware failure, application failure, data failure, and whole data centre (or Cloud region) failure? Please explain how your solution achieves this."		
6.3	Does the solution support distributed network architecture where different segments need to be supported from a central location?		
6.4	Please provide a sample technical architecture diagram including network communications and rules on how the Solution manages remote target systems through a firewall (e.g. servers in a DMZ, remote locations etc.).		
7	**Application Security**		
7.1	Does the solution integrate with MFA solutions for strong authentication? What are the options?		
7.2	How does the solution protect integrity and confidentiality of the data including credentials, audit data and configuration. If encryption is utilized can keys be protected by HSMs certified against FIPS140-2 level 2 or above?		
7.3	Is all communication between system components, including components		

	residing on the same server, encrypted?		
7.4	Does the system provide fully encrypted backups? Explain how backup keys are managed.		
7.5	Can administrators of the solution be prevented from accessing credentials/sessions which are not relevant to their role?		
7.6	Does the solution include secure and tamper-proof storage for audit records and events?		
7.7	Does the product contain any hard coded credentials that cannot be secured/managed within it?		
7.8	Please list any third party certifications that verify the security of your solution (e.g. Common Criteria, Verified, etc).		
8	**ITSM Ticketing Integration**		
8.1	Can the system integrate with ticketing systems? Please provide details of the integration including required customizations and supported workflows.		
8.2	Can the system verify if a valid ticket exists and has the right status to retrieve a privileged password?		
8.3	Can the system automatically create a new trouble-ticket when retrieving a privileged password?		
9	**The solution should have the ability to provide SIEM Integration**		
9.1	Can the Solution integrate with SIEM systems for forwarding of privileged access related events, in real-time? (please specify the relevant ones in your organization)		
9.2	Can the Solution Integrate with SIEM systems and other event sources to analyze events relevant to subject of Privileged Access Management, detection of anomalies and circumvention of controls? Is there a possibility of automatic mitigation of the risk being a consequence of such events?		
10	**Identity Management/User Provisioning Integration**		
10.1	Can the system integrate with Identity Management systems? (please specify the relevant ones in your organization)		
10.2	Can the system integrate with LDAP/AD Directories for user authentication and authorization management?		

11	**Vulnerability Management Integration**		
11.1	Can the system integrate with vulnerability management solutions to protect and supply, on-demand, credentials needed during a scan?		
11.2	Do you integrate with 3ʳᵈ party security solutions/legacy applications?		
11.3	If so, which ones? How many integrations are out of the box?		
11.4	Do you have online integrations publicly available?		
12	**Reporting/Audit/Assessment**		
12.1	How does the solution provide full traceability around the usage of privileged accounts with the purpose of defining accountability?		
12.2	Can access to an account be made exclusive, to prevent use of the same account with technologies that don't support it well or to enforce compliance with the policies?		
12.3	Is it possible to alert if an account is non-compliant to the organizational policy around privileged credential management?		
12.4	Does the product provide detailed and scheduled reporting with the following basic reports: • Entitlements Reports • Users' activities • Privileged Accounts inventory • Applications inventory • Compliance Report		
12.5	Can these reports be scheduled?		
13	**Workflow Support**		
13.1	Does the system provide its own approval based workflow? The system should support different configurations of approvals e.g. "4-eyes principle" when trying to establish a session, including automatic email notification support.		
13.2	Does the solution provide a way to authenticate users accessing privileged sessions? If so, how?		
13.3	Does the solution provide a way for administrators to delegate access to other users? If so, how?		
13.4	Does the solution provide functionality to provision access based on a user's		

	role? If so, how?		
13.5	Does the solution support a workflow approval process that is flexible to assign multiple approvers based on product or model (I.e. require 2 or more approvals before access is allowed)?		
14	**Application Credential Management**		
14.1	Does the solution have the ability to eliminate, manage and protect privileged credentials in applications and scripts?		
14.2	Is Support Provided for Application Server environments such as; WebSphere, WebLogic, JBoss and Tomcat?		
14.3	Does the solution have the ability to automatically change hard coded passwords that are stored in configuration files, database tables, registry, windows services, scheduled tasks, IIS App pool ?		
14.4	How are highly critical applications handled from a resilience perspective? The solution should not make these applications reliant on remote repositories or introduce latency.		
14.5	How are applications requesting credentials, authenticated? What security controls are in place to prevent unapproved changes to code being made that could result in passwords being written (for example) to log files or console output.		
15	**DevOps**		
15.1	Can the solution help remove hardcoded secrets, secure and deliver secrets to CI/CD tools?		
15.2	Can the solution help remove hardcoded secrets, secure and deliver secrets into Containerized workloads?		
15.3	Does the solution provide immutable audit of identity provisioning, RBAC changes within secrets management and any secret retrieval?		
15.4	Does any Secrets Management offering use cloud native architecture to allow the system to be able to scale up and down as required within in any cloud (must be Cloud Agnostic)?		
15.5	Does the Secrets Management capability offer enough resilience to		

	meet a given critical applications requirement for availability? How.		
15.6	Do you provide a fully documented API to permit custom development of integrations and automation?		
15.7	Does the solution provide ability to manage secrets in CICD, manage privilege human access to CICD tools and manage privilege access in more traditional environments in a consistent fashion to be able to enforce enterprise wide policies and processes?		
16	**Endpoint Management**		
16.1	Are you able to centrally manage rights and abilities around execution of software, tools and executables at a granular level using the concepts of whitelists and blacklists? This should also extend to granular control over file systems, down to the file level and using advanced identification such as signatures for both local and remote shares		
16.2	Can the solution monitor and profile the user's application behaviours to allow the creation of new policies based on the monitoring data?		
16.3	Can the enforcement of policy be controlled using common RBAC such as groups or attribute based information to target machines and users? This includes having the ability to support administration in a controlled process.		
16.4	Can the solution integrate with additional sources to further extend its effectiveness, this should itself be an independent and verifiable source with intelligence and scoring		
16.5	There must be an ability to report on exception requests based on blocking policies, that also tracks responses with approvals		
16.6	There must be a threat detection, as well as ability to block any attempt of credential theft, such as access to LSASS, over-pass-the-hash, process injection and impersonation at an elevated level such as system. In addition, there should be appropriate self-defense measures that prevent the solution itself being disabled or compromised		
16.7	Can you describe any integrations between your existing privilege		

	solutions, and the functionality or reason why this is a benefit?		
17	**Cloud and SaaS**		
17.1	The solution should support Software as a Service (SaaS), Platform as a Service (PaaS) or Infrastructure as a Service (IaaS)		
17.2	The solution should support legacy, hybrid (on premise and cloud), and disconnected architectures i.e. be able to manage privileged accounts present on cloud or in on premise environments.		
17.3	The solution should support cloud multifactor authentication (MFA) integration		
17.4	The solution should integrate with Cloud Management Consoles (Amazon Web Services, Azure, etc.)		
17.5	The PAM should integrate with infrastructure systems hosted in the Cloud (e.g., Unix, Windows, Databases, etc.) and be able to manage privilege effectively		
17.6	The solution should integrate with IAM applications hosted in Cloud (e.g., Office 365, Salesforce, etc.) for managing privileged account credentials.		
17.7	With an existing on premise implementation of the solution, is there a migration approach and path to the SaaS implementation?		
17.8	Where is the SaaS solution hosted - define which cloud provider, geography, multi-tenant and redundancy?		
17.9	As a Service Provider do you have defined standards and information security policies around how you manage customer data?		
17.10	The solution should support standard protocols for web services and integration		
17.11	Do the SaaS/PaaS provider's staff have access to customer data?		
17.12	If so, how is that access audited?		
17.13	How regularly is the SaaS platform penetration tested?		
17.14	Is the customer required to create and manage encryption keys for the solution?		
17.15	What is the process for patching/updating the SaaS platform?		

2.2: Technical Capacity Evaluation Stage

NO	Criteria Description	Weight	Indicate page submitted in the tender document
	EXPERIENCE OF THE FIRM		
1	Provide at least Four (4) Contracts/LSO of related assignments on ICT Security solutions **(5 marks each to a maximum of 20 Marks)) To be verified**	20	
2	Submit Four (4) Recommendation Letters in official client letter heads from reputable organizations/clients listed above addressed to Managing Director KEBS. **(4 Marks each recommendation letters to a maximum of 16 Marks) To be verified**	16	
3	Minimum of Three (3) years' experience in a similar/related assignment 3 or more years of experience – 10 Marks Less than 3 years - 0 Marks	10	
	KEY STAFF QUALIFICATIONS		
4	**Project Manager/Team Lead** **Qualifications** – Bachelor's Degree in related field – provide Certificate **(6 Marks)**	6	
	Three years' and above experience in Project planning and Management - Attach CV **(8 Marks)**	8	
5	**Team Members (Two Engineers)** **Qualifications –**Certified Professionals on the proposed ICT security Solution. **(Attach Certifications)** **(7 Marks Each Engineer to a maximum of 14 Marks)**	14	
6	Provide a Technical proposal with detailed design of the proposed solution	16	

7	Bidders Must attach a Project Implementation Plan which must contain at least: (i) Detailed activities and milestones (ii) Timelines (iii) Resources required	10	
	TOTAL	**100**	

A pass score of 80 score (**Mandatory Technical Compliance Evaluation and Technical Capacity Evaluation)** and above qualifies for financial evaluation.

PRICE SCHEDULE

DESCRIPTION	QTY	UNIT PRICE (16% VAT inclusive)	TOTAL PRICE (16% VAT inclusive)
License for Protection of 25 Privilege users for (**1 year)**	25		
Remote Access License Protection for 3rd Party Vendors with biometric MFA, VPN-less Access for (**1 year)**	25		
Total Cost of Delivery, Implementation and Commissioning of PAM Solution for (**1 year)**	LOT		
Total Cost of Annual Support and Maintenance Services for **(1 Year)**	LOT		
Local Vendor Training of Staff	2		
		Sub-Total	
		VAT Inclusive (16%)	
		Grand Total (1 Year)	

Section G. Tender Form and Price Schedules

(i) Form of Tender

Date:_____

Tender Nº: _____

To: ……………………………
      …………………………...
 [Name and address of procuring entity]

Gentlemen and/or Ladies:
 *1.*Having examined the tender documents including Addenda
  Nos...*[Insert numbers],*
 The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver………………………………………………… …………..
[Description of services] In conformity with the said tender documents for the sum of .... *[Total tender amount in words and figures]*
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 guarantee of a bank in a sum equivalent to 10 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.

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

Dated this_____day of_____20_____.

_____   _____
[Signature]   *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

KEBS	**KENYA BUREAU OF STANDARDS.**

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 ....

	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……………………..

Section H. Tender Security Form (From Bank)

Whereas…... *[Name of the tenderer]*
(Hereinafter called "the tenderer") has submitted its tender dated ....*[Date of submission of tender]* for the supply of………………………………………
……………… .. *[Name and/or description of the goods]*
(Hereinafter called "the Tender")………………………………………………………….
KNOW ALL PEOPLE by these presents that WE…….…………………………………………
Of.. Having our registered office at
……………………… (Hereinafter called "the Bank"), are bound
unto... *[Name of procuring entity]* (Hereinafter called "the Procuring entity") in the sum of
…………………
For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____day of_____20____.

THE CONDITIONS of this obligation are:

1.   If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2.   If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a)   Fails or refuses to execute the Contract Form, if required; or
(b)   Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

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

This 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]

Section I. Contract Form

THIS AGREEMENT made the _____ day of _____ 20 _____ between .... *[name of Procurement entity)* of .... *[Country of Procurement entity]* (Hereinafter called "the Procuring entity") of the one part and .... *[Name of tenderer]* of …............ *[City and country of tenderer]* (Hereinafter called "the tenderer") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) The Tender Form and the Price Schedule submitted by the tenderer;
   (b) The Schedule of Requirements;
   (c) The Technical Specifications;
   (d) The General Conditions of Contract;
   (e) The Special Conditions of Contract; and
   (f) The Procuring entity's Notification of Award.

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

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

Section J. Performance Security Form (From bank)

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

WHEREAS .... *[Name of tenderer]*
 (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract
No _____ [*reference number of the contract*] dated_____20_____
to supply……………………………………………………………………………………
*[Description of goods] (*Hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf   of   the   tenderer,   up   to   a   total of .... *[Amount of the guarantee in words and 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]

KEBS	**KENYA BUREAU OF STANDARDS.**

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

KEBS	**KENYA BUREAU OF STANDARDS.**

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. KEBS/T016/2020/2021** for Supply, Implementation and Commissioning of KEBS Privileged Access Management Solution 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 the **KEBS** which is 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

KEBS	KENYA BUREAU OF STANDARDS.

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier) … ....declares and
 guarantees that no director or any person who has any controlling interest in
our organization has been debarred from participating in a procurement proceeding.

Name…………………………….**Signature**………....................

Date……………………………

Company Seal/Business Stamp