KenTrade

Your G2B trading partner

KENYA TRADE NETWORK AGENCY (KENTRADE)
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TENDER FOR THE PROVISION OF SECURITY INFORMATION AND EVENT MANAGEMENT (SIEM) SOLUTION

TENDER NO. KTNA/OT/04/2020-2021

SEPTEMBER, 2020

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INTRODUCTION

KenTrade requires a Security, Incident and Event Management (SIEM) solution supplied, installed and commissioned at its offices situated at Embankment Plaza in Upper Hill Nairobi. This solution should enable the Agency to achieve Visibility, Correlation, Automated Response and Remediation of security incidences in a single, scalable solution. The solution should provide cross correlation, apply machine learning and UEBA to improve response to Cyber security incidences and stop breaches before they occur.

SECTION I   -   INVITATION TO TENDER

September 24, 2020

TENDER NO. KTNA/OT/04/2020-2021

TENDER FOR THE PROVISION OF SECURITY INFORMATION AND EVENT MANAGEMENT (SIEM) SOLUTION

1.1 The Kenya Trade Network Agency invites sealed tenders from eligible candidates for the provision of Security Information and Event Management Solution.

1.2 Interested eligible candidates may view and download the document **free of charge** from the Government Tenders Portal (PPIP) or from the KenTrade website on the following link: - **http://www.kentrade.go.ke/index.php/procurement/tenders,** or purchase the documents at a cost of **Kshs. 1000.00** from the procurement office at Embankment Plaza (1st Floor), Upper Hill.

Bidders who download the tender document from the Government Portal- shall be required to email their detailed contact information to procurement@kentrade.go.ke for future communication.

1.3 Candidates may also obtain further information at the Kenya Trade Network Agency offices (Procurement Office) at Embankment Plaza, Upper Hill, (First Floor) at the address given below.

1.4 Completed Tenders should be submitted accompanied by a Tender Security issued by a bank or a Financial Institution approved by the Public Procurement Regulatory Authority, in the amount of Kenya Shillings Two Hundred and Fifty Thousand only (**Kshs. 250,000.00**). The tender security should be valid for one Hundred and twenty (120) days from the closing date of the tender and should be received on, or before **Tuesday, October 06, 2020 at 1000hours.** Failure to provide tender security will lead to disqualification of the tender.

1.5 Prices quoted shall be inclusive of duty and other taxes and shall remain valid for **150 days** from the closing date of the tenders.

1.6 The completed tender documents, shall be submitted in two copies, marked as: -

"**ORIGINAL TENDER**" and "**COPY OF TENDER**".

and shall be placed in one outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked "**DO NOT OPEN BEFORE Tuesday, October 06, 2020 at 1000hours,** and shall be addressed to: -

**The Chief Executive Officer,
Kenya Trade Network Agency,
Embankment Plaza, Upper Hill,**

P.O Box 36943-00200
NAIROBI

1.7 All Tender Documents **MUST** be submitted in **HARD COPY** and should be deposited in the Tender Box located at the reception area of KENTRADE Offices at Embankment Plaza (First Floor). Documents submitted online shall **NOT** be acknowledged.

1.8 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening in the boardroom on first floor, Embankment Plaza.

CHIEF EXECUTIVE OFFICER

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.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 documents

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

    i)   Instructions to tenderers
    ii)   General Conditions of Contract
    iii)   Special Conditions of Contract
    iv)   Schedule of Requirements
    v)   Details of service
    vi)   Form of tender
    vii)   Price schedules
    viii)   Contract form
    ix)   Confidential business questionnaire form

x)   Tender security form
xi)   Performance security form
xii)   Principal's or manufacturers authorization form
xiii)   Declaration form

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

2.4   Clarification of Documents

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

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

2.5   Amendment of documents

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

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

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

2.6   Language of tender

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

2.7 **Documents Comprising the Tender**
The tender prepared by the tenderer shall comprise the following components:

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

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

© Tender security furnished is in accordance with Clause 2.12
(d)Confidential   business   questionnaire

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

2.9 **Tender Prices**

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

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

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

2.10 **Tender Currencies**

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

2.11   Tenderers Eligibility and Qualifications.

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

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

2.12   Tender Security

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

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

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

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

     a) A bank guarantee.

     b) Cash.

     c) Such insurance guarantee approved by the Authority.

     d) Letter of credit

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

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

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the
Tender Form; or

     (b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30
or
(ii) to furnish performance security in accordance with paragraph 31.

© If the tenderer rejects, correction of an error in the tender.

2.13   Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

2.14   Format and Signing of Tender

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

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

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

2.15   Sealing and Marking of Tenders

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Tuesday, October 06, 2020 at 1000hours.**

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*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 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

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

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

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

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

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

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1000hours on Tuesday, October 06, 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

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

2.20 **Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

  (a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

     (a)   Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

     (b)   Legal capacity to enter into a contract for procurement

     (c)   Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

     (d)   Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b)   **Award Criteria**

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

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

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

2.25   **Notification of award**

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

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

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

2.26   **Signing of Contract**

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Appendix on the instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	Bidders with ICT Authority 1 in information/IT security and relevant Manufacturer Authorization.
2.10	Prices shall be quoted in Kenya Shillings
2.11	Tenderers must submit copy of ICT Authority certificate in Information/IT security and Manufacturer Authorization.
2.12	The tender security shall be **Kshs. 250,000.00** (Kshs. Two Hundred and Fifty Thousand only) in the form of a bank guarantee from a reputable bank or a Financial Institution approved by PPRA
2.18	The closing date for the tender shall be **Tuesday, October 06, 2020** at **1000hours**

2.24	**5.2 EVALUATION CRITERIA**
	The following evaluation criteria shall be applicable for this tender:
	5.2.1 Mandatory Requirements
	
	i. Form of Tender duly filled and signed
	ii. Power of Attorney.
	iii. Statutory documents as follows:-
	    • Registration certificate/ Certificate of incorporation
	    • Valid Tax Compliance Certificate (TCC).
	    • CR 12 certificate from the registrar of companies
	    • Valid trade license.
	iv. Confidential Business questionnaire duly filled and signed
	v. Anti-corruption affidavit duly filled and signed
	vi. Audited financial accounts for the past three years.
	vii. Bidders MUST provide proof of the Manufacturer Authorization.
	viii. ICT Authority 1 in information/IT security
	ix. Bound document MUST be sequentially serialized

(paginated) on every page

Bidders **MUST** comply with all mandatory requirements to be considered for Technical evaluation.

5.2.2 TECHNICAL REQUIREMENTS

Bidders **Must** meet all requirements on **Compliance to Mandatory Technical specification** to proceed to the Next stage Vendor Evaluation. The maximum score under Vendor evaluation is **100 Marks.** Bidders must score at least **90** under Vendor evaluation to proceed to the next stage Financial evaluation.

i. **Compliance to Mandatory Technical Specifications**

Sr. No	General Requirements	Score	Bidders Response
1.1	*General Requirements:*		
1	The proposed solution should be covered by 1 Years 24x7 support with NBD -AHR. During the support Period, Bidder must avail their SOC resources to Complement internal team and Build Internal Capacity for SIEM/SOC monitoring	Mandatory	

Sr. No	Security Information and Event Management (1 Unit)	Compliance	Bidders Response
1.1	*General Requirements:*		
1	Must be available as Virtual Machines for on-premises and public/private cloud deployments on the following hypervisors — VMware ESX, Microsoft Hyper-V, KVM, Amazon Web Services AMI, OpenStack, Azure (only Collector)	Mandatory	
2	Must scale data collection by deploying multiple Collectors free of cost	Mandatory	
3	Must support built-in load balanced architecture for collecting events from remote sites via collectors	Mandatory	
4	Must support at least 35 network devices and advanced monitoring for at least 25 windows/Linux servers and 5 applications with total expected EPS of 600 EPS.	Mandatory	
5	Must support Cross Correlation of SOC & NOC Analytics	Mandatory	
1.2	*Technical Requirements:*		

	I	The SIEM solution should provide a scale out distributed architecture with the following characteristics:	Mandator	
	i	All Collection components, from here on referred to as Collectors, are provided as a virtual appliance	Mandator	
	ii	Collectors forward event data to the storage and correlation tier.	Mandatory	
	iii	Collectors are able to cache data should the storage and correlation tier become unavailable.		
	iv	Collectors compress the data before sending to the storage and correlation tier.	Mandatory	
	v	Collectors communicate to the storage and correlation tier over HTTPS. The direction of communication is FROM the Collectors to the storage and correlation tier.	Mandatory	
	vi	Should a collector fail, a replacement collector can be deployed simply by re-registering the collector with the storage and correlation tier. The collectors are not configured individually but are centrally managed and there should be no specific configuration, other than IP address information to redeploy a collector.	Mandatory	
	vii	Collectors should be capable of processing 10K EPS.	Mandatory	
	viii	Collectors should be able to process NetFlow information.	Mandatory	
	ix	Collectors should also automatically update new parsers when new parsers are updated in the SIEM central management system.	Mandatory	
	I	The SIEM Cluster can scale by adding additional Virtual Appliances (VA) to the cluster. This scale out capability must:	Mandatory	
	i	Provide real-time, in memory distributed rule correlation across all cluster components.	Mandatory	
	ii	Provide distributed reporting and analytics reports across the SIEM Cluster. This should be automated and the user should not need to specify which component needs to execute a search.	Mandatory	
	iii	The SIEM Cluster should not limit how much event data is stored. This limit should	Mandatory	

		only be on how much storage is provided.		
	iv	The SIEM Cluster should be able to scale, this means that the SIEM Cluster can start with a single VA and scale by adding more VA's. Event data can be stored on a virtual disk when working with a single VA and also on NFS when working with the SIEM Cluster (multiple VAs).	Mandatory	
	v	The SIEM Cluster must be able to scale to in excess of 500K EPS	Mandatory	
	vi	The SIEM Cluster must be able to store both the raw event log as well as the parsed event log/normalized data.	Mandatory	
	vii	There should be no requirement for a separate "storage" tier that filters or sends a subset of events forwarded by Collectors to a correlation tier. The SIEM Cluster must be able to process every event forwarded by the collection tier.	Mandatory	
	viii	Event data must be stored in a compressed mode.	Mandatory	
	ix	The SIEM Cluster must not use a relational database (MS SQL, Postgresql, MySQL, Oracle) to store the event data. A modern database should be used to store event data such as a noSQL database.	Mandatory	
	x	A relational database can be used to store templates, incidents and other structured information.	Mandatory	
	xi	The VA should run on Linux and have the ability to update OS packages.	Mandatory	
	3	The SIEM must be able to collect additional context beyond log data from devices and this should be achieved by:	Mandatory	
	i	Actively discovering the devices within the network without an agent and using standard protocols such as:	Mandatory	
		SNMP		
		WMI		
		VM SDK		
		OPSEC		
		JDBC		
		Telnet		
		SSH		
		JMX		

	ii	Ability to monitor the status and responsiveness of services including DNS, FTP/SCP, Generic TCP/UDP, ICMP, JDBC, LDAP, SMTP, IMAP4, POP3, POP3S, SMTP, SSH and Web — HTTP, HTTPS (Single and Multi-Step).	Mandatory	
	iii	Once discovered the dive should be presented in a Configuration Management Database (CMDB) within the SIEM solution and display at a minimum:	Mandatory	
		Version/Firmware/OS installed on the device	Mandatory	
		Device serial number	Mandatory	
		Interfaces configured on the device along with:	Mandatory	
		Interface name	Mandatory	
		IP and subnet	Mandatory	
		Interface status (enabled, disabled)	Mandatory	
		Any security levels configured on the device	Mandatory	
		The interface speed	Mandatory	
		The interface speed and name should be editable	Mandatory	
		Processes running on the device or operating system		
		Alert when there is a process status change by actively monitoring using protocols. For example, alert when a process or service stops.	Mandatory	
	iv	Devices should automatically be populated within Groups in the CMDB, for example Windows Server Group, Firewall Group.	Mandatory	
	v	Applications running on devices should be automatically discovered and the CMDB should have an application group that automatically populates devices under the group. For example the application group "IIS Servers" should list all devices running Microsoft IIS.	Mandatory	
	vi	Be able to report on all information within the CMDB:	Mandatory	
		Report on firmware of devices or version number	Mandatory	
		Provide audit report with pass/fail whether the device has the	Mandatory	

		appropriate version of Version/Firmware/OS installed on the device.		
	vii	Once active discovery of the devices is complete the SIEM should have a built-in template that will automatically define what metrics will be collected for devices and the collection intervals.	Mandatory	

	1.8	**Key Feature Requirement:**		
	1	Must support continually updated and accurate device context — configuration, installed software and patches, running services	Mandatory	
	2	Must support system and application performance analytics along with contextual inter-relationship data for rapid triaging of security issues	Mandatory	
	3	Must support user context, in real-time, with audit trails of IP addresses, user identity changes, physical and geo-mapped location data context	Mandatory	
	4	Must detect unauthorized network devices and applications, configuration changes	Mandatory	
	5	Must support out-of-the-box pre-defined reports supporting a wide range of compliance auditing and management needs including — PCI-DSS, HIPAA, SOX, NERC, FISMA, ISO, GLBA, GPG13, SANS Critical Controls	Mandatory	
	6	Must monitor basic system/common metrics	Mandatory	
	7	Must support system level via SNMP, WMI, PowerShell	Mandatory	
	8	Must support application level via JMX, WMI, PowerShell	Mandatory	
	9	Must support virtualization monitoring for VMware, Hyper-V — guest, host, resource pool and cluster level	Mandatory	
	10	Must support storage usage, performance monitoring — EMC, NetApp, Isilon, Nutanix, Nimble, Data Domain	Mandatory	
	11	Must support specialized application performance monitoring	Mandatory	
	12	Must support Microsoft Active Directory and Exchange via WMI and Powershell	Mandatory	

13	Must support Databases — Oracle, MS SQL, MySQL via JDBC	Mandatory	
14	Must support VoIP infrastructure via IPSLA, SNMP, CDR/CMR	Mandatory	
15	Must support flow analysis and application performance — Netflow, SFlow, Cisco AVC, NBAR	Mandatory	
16	Must support ability to add custom metrics	Mandatory	
17	Must support baseline metrics and detect significant deviations	Mandatory	
18	Must support system up/down monitoring — via Ping, SNMP, WMI, Uptime Analysis, Critical Interface, Critical Process and Service, BGP/OSPF/EIGRP status change, Storage port up/down	Mandatory	
19	Must support service availability modeling via Synthetic Transaction Monitoring — Ping, HTTP, HTTPS, DNS, LDAP, SSH, SMTP, IMAP, POP, FTP, JDBC, ICMP, trace route and for generic TCP/UDP ports	Mandatory	
20	Must support maintenance calendar for scheduling maintenance windows	Mandatory	
21	Must support SLA calculation — "normal" business hours and after-hours considerations	Mandatory	
22	Must support correlation of Actors (IP, Host, User) across multiple incidents, without creating multiple reports in separate tabs. Incident trends, Actor and Incident detail are displayed on the same page.	Mandatory	
23	Must support an incidents Attack View that maps security incidents detected by the SIEM platform into attack categories defined by MITRE Corporation (MITRE ATT&K).	Mandatory	
24	Integrated Enhanced data visibility with machine learning and User and Entity Behaviour Analysis (UEBA). UEBA License subscription at least 100 Agents (Cloud or On Premise)	Mandatory	

Vendor Evaluation

	Technical Evaluation	Max. Score	Evaluated Score

	Reference Sites and Due diligence	Proof of implementation of an enterprise level SIEM solution from the SAME proposed OEM in the last 3 years for a government / Corporate institution in Kenya. (**MUST** Attach completion certificate or Recommendation Letters, Reachable Current Contacts of Reference Persons (Official E-mail address and Telephone) and Value of Project) • 2 Sites or more completed ---- 10 Marks • 1 Sites completed ------ 5 Marks • Proof of Existence of Site and Successful completion of Works. Authenticity of Site (Due Diligence)- 20 Marks (10 For Each site) • No site --------- 0 points	30
	Technical Competence For the Assignment	Skills, Experience and certification for proposed solution: The Bidder Must have Competent experienced Engineers certified to high level of security certifications for the proposed solutions. • At least 4 CV's of Implementation Team with Project Manager having bachelor's degree level or Above Education (8 Marks - 2 Marks each) • Above 10years Cumulative Experience of the Team – (2 Marks) • At least 2 Expert/Architect level certified Engineers - Vendor Specific Certification for the Solution proposed – 5 Marks Each (10 Marks) • At least 2 Professional level certified Engineers (CISSP OR CEH or CISM) (5 Marks) • 2 Network Professional Certifications- At least 1 CCIE or CCNP – (5 Marks)	30
	Project	Given the critical nature of KenTrade	20

	Management and IT Service Management	IT production environment, the partner should have project resources who are trained and certified ▪ Project Management Skills – Prince 2, PMP or related Qualification for at least one Team Member (5 Marks) ▪ IT Change management Skills: At least 1 ITIL certified team member (5 Marks) ▪ Project Plan with Clear Tasks and Activities defined with Timelines and Milestone and a Gannt chart (10)		
	Cyber Security Operations Center	The vendor MUST have an active Cyber Security Operations center with at least the following personnel qualifications; • CCNA Cybercops, CCNA Security, CCNP Security • Advanced Ethical Hacking Certification, e.g. ethical Ninja • Product Training relevant to the solutions offered, ethical Ninja	**20**	
	TOTAL		**100**	
2.27.4	**5.2.4 Financial Evaluation Criteria** The bidder with the lowest financial quote shall be recommended for award of this tender provided they have met all **Mandatory requirements under Preliminary evaluation**, met all Requirements under **Compliance to Mandatory Technical Specifications** and attained a minimum score of **90 Marks in Vendor Evaluation.**			

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS   **Page**

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1   **Definitions**

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

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

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

c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The contractor means the individual or firm providing the services under this Contract.

f) "GCC" means general conditions of contract contained in this section

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2   **Application**
These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3   **Standards**

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

3.5   **Patent Right's**
The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

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

3.6.2   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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7   Inspections and Tests

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

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

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

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

3.8   Payment

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

3.9   Prices

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

3.10   Assignment

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

3.10   Termination for Default

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

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

b) if the tenderer fails to perform any other obligation(s) under the Contract.

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

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

3.12   Termination of insolvency

The procuring entity may at the 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 produce 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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.

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.6	Performance Security shall be 5% of the tender price
3.9	Prices shall be fixed for the first year of contract implementation
3.14	Disputes shall be resolved between the two parties through mechanisms provided under the Kenyan Law
3.17	Kenyan Law
3.18	Kenya Trade Network Agency, Embankment Plaza, 1st Floor, P.O Box 36943-00200, NAIROBI. Email: procurement@kentrade.go.ke

SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start_____ End_____

SECTION VI – DESCRIPTION OF SERVICES

5.0. DESCRIPTION OF SERVICES

5.1 INTRODUCTION

KenTrade requires a Security, Incident and Event Management (SIEM) solution supplied, installed and commissioned at its offices situated at Embankment Plaza in Upper Hill Nairobi. This solution should enable the Agency to achieve Visibility, Correlation, Automated Response and Remediation of security incidences in a single, scalable solution. The solution should provide cross correlation, apply machine learning and UEBA to improve response to Cyber security incidences and stop breaches before they occur.

5.2 TECHNICAL REQUIREMENTS

The technical requirements detailed below are MINIMUM requirements and successful bidders MUST provide response for ALL specified requirements. Bidders MUST respond to ALL the requirements on a clause by clause basis stating clearly how they meet the requirements. Responses to compliance to technical specifications in any other way other than clause by clause will be treated as NON-RESPONSIVE. Responses such as **"complied", "possible to do", "meets". "Can", "yes", "yes we can",** WILL be considered as **NON-RESPONSIVE** and will not be awarded any scores. Bidder shall provide enough documentation to back up their compliance to technical specifications claims. Reference to these documents should be direct and specific.

Bidders MUST paginate their Tender document and MUST comply with all mandatory requirements to be considered for the next evaluation stage (Technical evaluation).

5.3 EVALUATION CRITERIA
The evaluation criteria shall be done as follows:
   A. Mandatory Requirements / Preliminary Evaluation
   B. Technical Evaluation
         i.   Compliance to Technical Specifications
         ii. Vendor Evaluation
   C. Financial Evaluation

5.3.1 MANDATORY REQUIREMENTS/ PRELIMINARY EVALUATION

i. Form of Tender duly filled and signed

ii. Power of Attorney.

iii. Statutory documents as follows:-

- Registration certificate/ Certificate of incorporation

- Valid Tax Compliance Certificate (TCC).

- CR 12 certificate from the registrar of companies

- Valid trade license.

iv. Confidential Business questionnaire duly filled and signed

v. Anti-corruption affidavit duly filled and signed

vi. Audited financial accounts for the past three years.

vii. Bidders MUST provide proof of the Manufacturer Authorization.

viii. ICT Authority 1 in information/IT security

ix. Bound document MUST be sequentially serialized (paginated) on every page

Bidders **MUST** comply with all mandatory requirements to be considered for Technical evaluation.

5.3.2   TECHNICAL EVALUATION CRITERIA

Bidders **Must** meet all requirements on **Compliance to Mandatory Technical specification** to proceed to the Next stage Vendor Evaluation. The maximum score under Vendor evaluation is **100 Marks.** Bidders must score at least **90** under Vendor evaluation to proceed to the next stage Financial evaluation.

ii. Compliance to Mandatory Technical Specifications

Sr. No	General Requirements	Score	Bidders Response
1.1	*General Requirements:*		
1	The proposed solution should be covered by 1 Years 24x7 support with NBD -AHR. During the support Period , Bidder must avail their SOC resources to Complement internal team and Build Internal Capacity for SIEM/SOC monitoring	Mandatory	

Sr.	Security Information and Event Management	Compliance	Bidders

No	(1 Unit)		Response
1.1	*General Requirements:*		
1	Must be available as Virtual Machines for on-premises and public/private cloud deployments on the following hypervisors — VMware ESX, Microsoft Hyper-V, KVM, Amazon Web Services AMI, OpenStack, Azure (only Collector)	Mandatory	
2	Must scale data collection by deploying multiple Collectors free of cost	Mandatory	
3	Must support built-in load balanced architecture for collecting events from remote sites via collectors	Mandatory	
4	Must support at least 35 network devices and advanced monitoring for at least 25 windows/Linux servers and 5 applications with total expected EPS of 600 EPS.	Mandatory	
5	Must support Cross Correlation of SOC & NOC Analytics	Mandatory	

No	(1 Unit)		Response
1.2	*Technical Requirements:*		
1	The SIEM solution should provide a scale out distributed architecture with the following characteristics:	Mandator	
i	All Collection components, from here on referred to as Collectors, are provided as a virtual appliance	Mandator	
ii	Collectors forward event data to the storage and correlation tier.	Mandatory	
iii	Collectors are able to cache data should the storage and correlation tier become unavailable.		
iv	Collectors compress the data before sending to the storage and correlation tier.	Mandatory	
v	Collectors communicate to the storage and correlation tier over HTTPS. The direction of communication is FROM the Collectors to the storage and correlation tier.	Mandatory	
vi	Should a collector fail, a replacement collector can be deployed simply by re-registering the collector with the storage and correlation tier. The collectors are not configured individually but are centrally managed and there should be no specific configuration, other than IP address information to redeploy a collector.	Mandatory	
vii	Collectors should be capable of processing 10K EPS.	Mandatory	

viii	Collectors should be able to process NetFlow information.	Mandatory	
ix	Collectors should also automatically update new parsers when new parsers are updated in the SIEM central management system.	Mandatory	
I	The SIEM Cluster can scale by adding additional Virtual Appliances (VA) to the cluster. This scale out capability must:	Mandatory	
i	Provide real-time, in memory distributed rule correlation across all cluster components.	Mandatory	
ii	Provide distributed reporting and analytics reports across the SIEM Cluster. This should be automated and the user should not need to specify which component needs to execute a search.	Mandatory	
iii	The SIEM Cluster should not limit how much event data is stored. This limit should only be on how much storage is provided.	Mandatory	
iv	The SIEM Cluster should be able to scale, this means that the SIEM Cluster can start with a single VA and scale by adding more VA's. Event data can be stored on a virtual disk when working with a single VA and also on NFS when working with the SIEM Cluster (multiple VAs).	Mandatory	
v	The SIEM Cluster must be able to scale to in excess of 500K EPS	Mandatory	
vi	The SIEM Cluster must be able to store both the raw event log as well as the parsed event log/normalized data.	Mandatory	
vii	There should be no requirement for a separate "storage" tier that filters or sends a subset of events forwarded by Collectors to a correlation tier. The SIEM Cluster must be able to process every event forwarded by the collection tier.	Mandatory	
viii	Event data must be stored in a compressed mode.	Mandatory	
ix	The SIEM Cluster must not use a relational database (MS SQL, Postgresql, MySQL, Oracle) to store the event data. A modern database should be used to store event data such as a noSQL database.	Mandatory	
x	A relational database can be used to store templates, incidents and other structured information.	Mandatory	
xi	The VA should run on Linux and have the ability to update OS packages.	Mandatory	
3	The SIEM must be able to collect additional context beyond log data from devices and this should be achieved by:	Mandatory	
i	Actively discovering the devices within the network without an agent and using standard protocols such	Mandatory	

	as:		
	SNMP		
	WMI		
	VM SDK		
	OPSEC		
	JDBC		
	Telnet		
	SSH		
	JMX		
ii	Ability to monitor the status and responsiveness of services including DNS, FTP/SCP, Generic TCP/UDP, ICMP, JDBC, LDAP, SMTP, IMAP4, POP3, POP3S, SMTP, SSH and Web — HTTP, HTTPS (Single and Multi-Step).	Mandatory	
iii	Once discovered the dive should be presented in a Configuration Management Database (CMDB) within the SIEM solution and display at a minimum:	Mandatory	
	Version/Firmware/OS installed on the device	Mandatory	
	Device serial number	Mandatory	
	Interfaces configured on the device along with:	Mandatory	
	Interface name	Mandatory	
	IP and subnet	Mandatory	
	Interface status (enabled, disabled)	Mandatory	
	Any security levels configured on the device	Mandatory	
	The interface speed	Mandatory	
	The interface speed and name should be editable	Mandatory	
	Processes running on the device or operating system		
	Alert when there is a process status change by actively monitoring using protocols. For example alert when a process or service stops.	Mandatory	
iv	Devices should automatically be populated within Groups in the CMDB, for example Windows Server Group, Firewall Group.	Mandatory	
v	Applications running on devices should be automatically discovered and the CMDB should have an application group that automatically populates devices under the group. For example the application group "IIS Servers" should list all devices running Microsoft IIS.	Mandatory	
vi	Be able to report on all information within the CMDB:	Mandatory	

	Report on firmware of devices or version number	Mandatory	
	Provide audit report with pass/fail whether the device has the appropriate version of Version/Firmware/OS installed on the device.	Mandatory	
vii	Once active discovery of the devices is complete the SIEM should have a built-in template that will automatically define what metrics will be collected for devices and the collection intervals.	Mandatory	

1.8	**Key Feature Requirement:**		
1	Must support continually updated and accurate device context — configuration, installed software and patches, running services	Mandatory	
2	Must support system and application performance analytics along with contextual inter-relationship data for rapid triaging of security issues	Mandatory	
3	Must support user context, in real-time, with audit trails of IP addresses, user identity changes, physical and geo-mapped location data context	Mandatory	
4	Must detect unauthorized network devices and applications, configuration changes	Mandatory	
5	Must support out-of-the-box pre-defined reports supporting a wide range of compliance auditing and management needs including — PCI-DSS, HIPAA, SOX, NERC, FISMA, ISO, GLBA, GPG13, SANS Critical Controls	Mandatory	
6	Must monitor basic system/common metrics	Mandatory	
7	Must support system level via SNMP, WMI, PowerShell	Mandatory	
8	Must support application level via JMX, WMI, PowerShell	Mandatory	
9	Must support virtualization monitoring for VMware, Hyper-V — guest, host, resource pool and cluster level	Mandatory	
10	Must support storage usage, performance monitoring — EMC, NetApp, Isilon, Nutanix, Nimble, Data Domain	Mandatory	
11	Must support specialized application performance monitoring	Mandatory	
12	Must support Microsoft Active Directory and Exchange via WMI and Powershell	Mandatory	
13	Must support Databases — Oracle, MS SQL, MySQL via JDBC	Mandatory	
14	Must support VoIP infrastructure via IPSLA, SNMP,	Mandatory	

	CDR/CMR		
15	Must support flow analysis and application performance — Netflow, SFlow, Cisco AVC, NBAR	Mandatory	
16	Must support ability to add custom metrics	Mandatory	
17	Must support baseline metrics and detect significant deviations	Mandatory	
18	Must support system up/down monitoring — via Ping, SNMP, WMI, Uptime Analysis, Critical Interface, Critical Process and Service, BGP/OSPF/EIGRP status change, Storage port up/down	Mandatory	
19	Must support service availability modeling via Synthetic Transaction Monitoring — Ping, HTTP, HTTPS, DNS, LDAP, SSH, SMTP, IMAP, POP, FTP, JDBC, ICMP, trace route and for generic TCP/UDP ports	Mandatory	
20	Must support maintenance calendar for scheduling maintenance windows	Mandatory	
21	Must support SLA calculation — "normal" business hours and after-hours considerations	Mandatory	
22	Must support correlation of Actors (IP, Host, User) across multiple incidents, without creating multiple reports in separate tabs. Incident trends, Actor and Incident detail are displayed on the same page.	Mandatory	
23	Must support an incidents Attack View that maps security incidents detected by the SIEM platform into attack categories defined by MITRE Corporation (MITRE ATT&K).	Mandatory	
24	Integrated Enhanced data visibility with machine learning and User and Entity Behaviour Analysis (UEBA). UEBA License subscription at least 100 Agents (Cloud or On Premise)	Mandatory	

5.3.3 Below is a list of our inventory

Device Description	Qty
Windows Servers	20
Windows Desktops	100
Linux / Unix Servers	10
Mainframe / Midrange	1 (Blade Chassis)
Network Routers	6
Network Switches	20
Network Flows (NetFlow / Jflow / S-Flow)	3
Network Wireless LAN	3

Network Load-Balancers	**2**	
Network Firewalls	**10**	
Web Servers (IIS, Apache, Tomcat, weblogic) *	**10**	
Databases	**4**	
Email Servers (Exchange, Sendmail, BES, etc)	**2**	
AntiVirus / DLP Server *	**2**	
Other Applications (ERP, Inhouse, etc) *	**4**	

5.3.4 Vendor Evaluation

	Technical Evaluation	**Max. Score**	**Evaluated Score**
Reference Sites and Due diligence	Proof of implementation of an enterprise level SIEM solution from the SAME proposed OEM in the last 3 years for a government / Corporate institution in Kenya. (**MUST** Attach completion certificate or Recommendation Letters, Reachable Current Contacts of Reference Persons (Official E-mail address and Telephone) and Value of Project) • 2 Sites or more completed ----10 Marks • 1 Sites completed ------ 5 Marks • Proof of Existence of Site and Successful completion of Works. Authenticity of Site (Due Diligence)- 20 Marks (10 For Each site) • No site --------- 0 points	30	
Technical Competence For the Assignment	Skills, Experience and certification for proposed solution: The Bidder Must have Competent experienced Engineers certified to high level of security certifications for the proposed solutions . • At least 4 CV's of Implementation Team with Project Manager having bachelor's degree level or Above Education (8 Marks - 2 Marks each) • Above 10years Cumulative Experience of the Team – (2 Marks) • At least 2 Expert/Architect level certified Engineers -Vendor Specific Certification for the Solution proposed – 5 Marks Each (10 Marks) • At least 2 Professional level certified Engineers (CISSP OR CEH or CISM) (5 Marks) • 2 Network Professional Certifications- At least 1 CCIE or CCNP – (5 Marks)	30	
Project Management and	Given the critical nature of KenTrade IT production environment, the partner should have project	20	

IT Service Management	resources who are trained and certified ▪ Project Management Skills – Prince 2, PMP or related Qualification for at least one Team Member (5 Marks) ▪ IT Change management Skills: At least 1 ITIL certified team member (5 Marks) ▪ Project Plan with Clear Tasks and Activities defined with Timelines and Milestone and a Gannt chart (10)		
Cyber Security Operations Center	The vendor MUST have an active Cyber Security Operations center with at least the following personnel qualifications; • CCNA Cybercops, CCNA Security, CCNP Security • Advanced Ethical Hacking Certification, e.g. ethical Ninja • Product Training relevant to the solutions offered, ethical Ninja	**20**	
TOTAL		**100**	

5.3.5 Financial Evaluation

The bidder with the lowest financial quote shall be recommended for award of this tender provided they have met all **Mandatory requirements under Preliminary evaluation**, met all Requirements under **Compliance to Mandatory Technical Specifications** and attained a minimum score of **90 Marks in Vendor Evaluation.**

KenTrade may Engage the bidders in competitive negotiations in line with the requirements of Section 131 of the PPADA 2015 and Section 100 of the PPADR 2020 if need arises.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, 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

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

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

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of_____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of_____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____Tender Number_____. Page ____of _____.

1	2	3	4	5	6	7
Item	**Description**	**Quantity & quality**	**Duration**	**Unit Price**	**Total Price** EXW per item (cols. 4x5)	**Unit Price of other incidental services payable**

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

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 materials and spares. Viz……………………..[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ………………………………………[contract price in words and figures]

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 materials and spares 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 materials and spares 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_____.

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………………………..

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 arnouut claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: …………………………………………………………………………………………..

[name of the Procuring entity]

WHEREAS……………………………….[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____[reference number of the contract] dated _____20_____to

supply……………………………………………………………………………..

[Description services](Hereinafter called "the contract")

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ………………………..
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20
_____
Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To………………………….

[name of tender]…………………………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……………………………………………………………

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of ……………………………………………………………………… *[amount of guarantee in figures and words].* We,the …………………………………………………………………

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

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

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

Yours truly,

Signature   and   seal   of   the   Guarantors
_____
[name of bank or financial institution]

_____
[address]

_____
[date]

LETTER OF NOTIFICATION OF AWARD

KenTrade

Your G2B trading partner

KENYA TRADE NETWORK AGENCY (KENTRADE)

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

FORM RB 1

<div align="center">

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……………..OF………..….20……...

BETWEEN

……………………………………………….APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity)*

</div>

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…

<div align="center">

REQUEST FOR REVIEW

</div>

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………./…20…

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

REPUBLIC OF KENYA

ANTI CORRUPTION AFFIDAVIT FORM

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA

AND

IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 33 OF 2015.

I, …………………………………………………… of P.O. Box ……………………………………. being a resident of …………………………………. In the Republic of Kenya do hereby make oath and state as follows:-

1. THAT I am the …………………………………………………………;
   (Chief Executive/Managing Director/Principal Officer/Director) of ……………………………………………………………(Name of the Business) which is a Candidate in respect of Tender Number …………………………………………………… to supply goods, render services and/ or carry out works for Kenya Trade Network Agency and duly authorized and competent to make this Affidavit.

2. THAT the aforesaid candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and /or agents of Kenya Trade Network Agency, which is the procuring entity.

3. THAT the aforesaid Candidate , its servant(s) and/or agent(s) have not been offered and will not offer any inducement to any member of the Board, Management, Staff and/or employees and /or agents of Kenya Trade Network Agency.

4. THAT the aforesaid Candidate, its servant(s) and agent(s) have not been debarred from any procurement process.

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

SWORN at ……………………………………...…………… by the said}

…………………………………………………………}

On this ………… day of ………..…………… 20…...…..}

                                                                 }   _____
                                                                 }   DEPONENT

Before me   }
Commissioner for Oaths   }