



KENYA WATER INSTITUTE  
P.O. BOX 60013 – 00100, NAIROBI  
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**INVITATION TO BID FOR:**

**SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING  
OF NEXT GENERATION SECURITY FIREWALL**

**TENDER NO.: KEWI/ TEN/ 004/ 2018-2019**

**Tender No.** KEWI/TEN/004/2018-2019

**Tender name:** *PROVISION OF NEXT GENERATION SECURITY FIREWALL*

**TO** .....  
.....

**NOTICE DATE:** 7<sup>th</sup> MAY, 2019.

**CLOSING TIME & DATE:** 21<sup>st</sup> MAY 2019

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## **SECTION I – INVITATION TO TENDER**

**Ref No: KEWI/TEN/004/2018-2019**

**TENDER NAME: (SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF NEXT GENERATION SECURITY FIREWALL)**

Kenya Water Institute is a Public institution established by an act of parliament Kenya Water Institute Act 2001. The Institute invites bids from eligible candidates for the supply, delivery, installation, configuration and commissioning of next generation security firewall.

Interested eligible candidates may obtain further information from and inspect the tender documents at the procurement office, situated at the Kenya Water Institute South C along OleShapara Avenue during normal working hours.

Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings. Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and tender name and be deposited in the Tender Box at the **Library block** and be addressed to;-

**The Director  
Kenya Water Institute  
PO BOX 60013-00200  
Nairobi.**

So as to be received on or before Tuesday, 21<sup>st</sup> May 2019 at 11.00am.

Tenders will be opened immediately thereafter in the presence of candidates representatives who choose to attend at the **Conference room**, at Kenya Water Institute Main Campus.

**The Director  
Kenya Water Institute**

## SECTION I - INVITATION TO TENDER

- 1.1. The Kenya Water Institute invites sealed tenders from eligible candidates for **SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF NEXT GENERATION SECURITY FIREWALL**
- 1.2. Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, **Kenya Water Institute, P.O. Box 60013-00200, Nairobi along Ole Shapara Avenue in South 'C'** during normal working hours.
- 1.3. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender (and for duration of the contact after award).
- 1.4. Tenders must be accompanied by a security. The tender security shall be in the amount of two percent (2%) of the tender price and shall be provided in the form and amount specified in the tender document, and must be delivered to :
- The Director, Kenya Water Institute, P. O. Box 60013-00200, Nairobi** or be deposited in the tender box situated at the administration block on or **BEFORE TUESDAY 21<sup>ST</sup> MAY 2019 AT 11.00AM**
- 1.5. Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend on **TUESDAY 21<sup>ST</sup> MAY 2019 AT 11.00AM** in the Conference Room located within the Institute.
- 1.6. The Kenya Water Institute reserves the right to accept or reject any tender in part or whole and does not bind itself to give reasons for the decision thereof.

FOR: **DIRECTOR**

**KENYA WATER INSTITUTE**

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2. Eligibility

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

2.1.1. The Kenya Water Institute's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where special permission is given under Section 131 of the Act.

**2.1.2. Firms that will be involved in any corrupt or fraudulent practice will be barred from participating.**

**2.1.3. Firms that have been previously barred from participating in public procurement shall be not eligible.**

### 2.2. Cost of Tendering

2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of tender documents, Kenya Water Institute shall not be responsible or liable for those costs, regardless of the outcome of the tendering process. The cost of the tender document shall be **kshs. 1,000.00 Only.**

### 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:

1. Invitation to Tender
2. Instructions to Tenderers
3. Confidential Business Questionnaire
4. General Conditions of Contract

5. Special Conditions of Contract
6. Schedule of Requirements
7. Description of Services
8. Standard Forms

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 in 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.

## **2.2 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender document may notify the Kenya Water Institute in writing or by post, fax or email at the address indicated in the Invitation for tenders form. The Kenya Water Institute 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 Kenya Water Institute. Written copies of the Kenya Water Institute 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 Kenya Water Institute shall reply to any clarifications sought by the provider within 5 days of receiving the request to enable the bidder 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 Kenya Water Institute, for any reason, whether at its own initiative or in response to a clarification requested by a prospective provider 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 to take the amendment into account in their preparing, Kenya Water Institute 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 provider, as well as all correspondence and documents relating to the tender exchanged by the provider and the Kenya Water Institute, shall be written in English language.

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

## **2.7 Documents Comprising the Tender**

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the provider is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12.

## **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 provider 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 provider 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.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to Clause 2.1 the provider 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 Kenya Water Institute's satisfaction that the provider has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The provider shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to Tender.
- 2.12.2 The tender security is required to protect the Kenya Water Institute against the risk of Tenderer's conduct which would warrant the security's forfeiture



2.12.3 The tender security shall be denominated in a Kenya Shillings and shall from a reputable bank or Insurance Company (underwriter).

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

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

2.12.6 The successful provider's tender security will be discharged upon the provider signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a provider with draws its tender during the period of tender validity specified by the Kenya Water Institute; or

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

- (i) to sign the contract in accordance with paragraph 2.26 or
- (ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the provider rejects correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by the Kenya Water Institute, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Water Institute as non-responsive.

2.13.2 In exceptional circumstances, the Kenya Water Institute 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 provider may refuse the request without forfeiting its tender security. A provider granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The provider 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 provider or a person or persons duly authorized to bind the provider 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 provider, 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 provider shall deliver separate technical and financial proposals. Each proposal should be labeled as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL.”**

Each proposal should be sealed with the original and a copy of the tender in separate envelopes, duly marking the inner envelopes as **“ORIGINAL”** and **“COPY.”**

The inner and outer envelopes shall:

(a) be addressed to the Kenya Water Institute 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 21<sup>ST</sup> MAY 2019 AT 11.00AM .”**

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya Water Institute 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 Kenya Water Institute at the address specified under paragraph 2.15.1 not later than **TUESDAY 21<sup>ST</sup> MAY 2019 AT 11.00AM.**

2.16.2 The Kenya Water Institute may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.7, in which case all rights and obligations of the Kenya Water Institute 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 at the **Director's Office, located within the Administration Block** of the Kenya Water Institute.

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

2.17.1 The provider may modify or withdraw its tender after the tender submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by the Kenya Water Institute prior to the deadline prescribed for the submission of tenders.

2.17.2 The provider'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 no 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 provider 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 Kenya Water Institute 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 Kenya Water Institute 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 provider.

## **2.18 Opening of Tenders**

2.18.1 The Kenya Water Institute will open all tenders in the presence of tenderers' representatives who choose to attend, on **TUESDAY 21<sup>ST</sup> MAY 2019 AT 11.00AM** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register as evidence of their attendance.

2.18.2 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 Kenya Water Institute, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Kenya Water Institute 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 Kenya Water Institute may at its discretion, ask the provider 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 provider to influence the Kenya Water Institute's tender evaluation, tender comparison or contract award decisions will result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Kenya Water Institute 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 Kenya Water Institute 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 provider.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Kenya Water Institute 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 Kenya Water Institute'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 Kenya Water Institute and may not subsequently be made responsive by the provider by correction of the nonconformity.

## **2.21 Conversion to a Single Currency**

- 2.21.1 Where other currencies are used, the Kenya Water Institute 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 Kenya Water Institute 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 Kenya Water Institute'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 Schedule of Requirements:

(a) Operational plan proposed in the tender;

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

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

**(a) Operational Plan.**

The Kenya Water Institute requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

**(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 Kenya Water Institute may consider the alternative payment schedule offered by the selected provider.

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 award, the provider shall have the following:-

- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- ii. Legal capacity to enter into a contract for procurement.
- iii. 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.

- iv. Shall not be debarred from participating in public procurement.

## **2.23 Contacting the Kenya Water Institute**

- 2.23.1 No provider shall contact the Kenya Water Institute 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 provider to influence the Kenya Water Institute in its decisions on tender evaluation, tender comparison or contract award will 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 Kenya Water Institute will determine to its satisfaction whether the provider 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 provider's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the provider, pursuant to paragraph 2.1, as well as such other information as the Kenya Water Institute deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the provider. A negative determination will result in rejection of the Tenderer's tender, in which event the Kenya Water Institute will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b)Award Criteria**

- 2.24.4 Subject to paragraph 2.25 the Kenya Water Institute will award the contract to the successful provider whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the provider is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The Kenya Water Institute 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 provider or tenderers or any obligation to inform the affected provider or tenderers of the grounds for the Kenya Water Institute's action.

2.24.6 If the Kenya Water Institute determines that none of the tenderers is responsive, the Kenya Water Institute shall notify each provider who submitted a tender.

2.24.7 A provider 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.

**c) Procuring entity's Right to Vary quantities**

2.24.8 The Kenya Water Institute reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**d) Kenya Water Institute Right to Accept or Reject Any or All Tenders**

2.24.9 The Kenya Water Institute 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 provider or tenderers or any obligation to inform the affected provider or tenderers of the grounds for the Procuring entity's action.

**2.25 Notification of Award**

2.25.1 Prior to the expiration of the period of tender validity, the Kenya Water Institute will notify the successful provider 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 provider and the Kenya Water Institute pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer furnishing the performance security pursuant to paragraph 2.27, the Kenya Water Institute 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 Kenya Water Institute notifies the successful provider that its tender has been accepted, the Kenya Water Institute 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 provider shall sign and date the contract and return it to the Kenya Water Institute.
- 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 Kenya Water Institute, the successful provider 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 Kenya Water Institute.
- 2.27.2 Failure of the successful provider to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya Water Institute may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Kenya Water Institute requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.
- 2.28.2 A provider shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.3 The Kenya Water Institute will reject a proposal for award if it determines that the provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.28.4 Further, a provider 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
Particulars of eligible tenderers:	Firms Offering Internet Security Services Registered in Kenya
Price to be charged for tender documents.	Kshs. 1,000 printed copy or free if downloaded from KEWI website (www.kewi.or.ke)
Particulars of other currencies allowed.	Kshs or otherwise specified in Appendix to Instructions to Tenderers.
Particulars of eligibility and qualifications documents of evidence required.	Please see Mandatory requirements below
Particulars of tender security if applicable:	2% of the contract sum from a reputable bank or insurance co. (underwriter) valid forthirty (30) days after the expiry of the tender validity period.
Validity of Tenders:	90 days after date of Tender Opening.
Tender Documents to be Submitted:	An original Technical Tender document and one (1) copy An original Financial Tender document and one (1) copy
Address of Receiving	

Tenders:	<p>Completed Tender Documents should be deposited in the tender box provided at The Kenya Water Institute Administration Block, South C Ole Shapara Avenue , Nairobi or be addressed to:</p> <p>The Director , Kenya Water Institute, P. O. Box 60013 - 00200 NAIROBI</p>
Bulky tenders: -	Bulky tenders which will not fit in the tender box shall be delivered to the Director's Office at Institute Administration block.
<p>Tenderers are required to submit copies of the following</p> <p><b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:</p>	<ol style="list-style-type: none"> <li>1) Copy of Valid Business Registration / Certificate of Incorporation</li> <li>2) Copy of Valid Tax Compliance certificate</li> <li>3) Copy of Current Business Permit/License</li> <li>4) Must Fill the Form of Tender in the format provided</li> <li>5) Must Submit a Tender Security of 2% of the bid price.</li> <li>6) Must submit a dully filled up Confidential Business Questionnaire in format provided</li> <li>7) Must Provide copies of Audited Accounts for last 3 years – 2015, 2016 &amp; 2017. The Audited financial statements and the auditors opinion should neither be a disclaimer nor adverse.</li> <li>8) Proven Physical location of the company/Firm (attached evidence e.g. title deed, lease agreements or utility bills)</li> <li>9) Must submit Manufacturer's Authorization Certificate</li> </ol>
<p><b>At this stage, the tenderer's submission will either be responsive or nonresponsive.</b></p> <p><b>The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b></p>	

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

### **3. Definitions**

3.1. In this Contract, the following terms shall be interpreted as indicated:-

“The Contract” means the agreement entered into between the Procuring entity and the provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the provider under the Contract for the full and proper performance of its contractual obligations

“The Procuring entity” means the organization purchasing the services under this Contract.

“The Tenderer” means the individual or firm supplying the services under this Contract.

### **3.2. Application**

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

3.2.2. The origin of Goods and Services is distinct from the nationality of the provider

### **3.3. Standards**

3.3.1. The services supplied under this Contract shall conform to the standards mentioned in the Schedule of Requirements.

### **3.4. Patent Rights**

3.4.1. The provider 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/ services or any part thereof in the Procuring entity’s country.

### **3.5. Performance Security**

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

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

- 3.5.3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a 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.
- 3.5.4. The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.6 Delivery and Documents**

Delivery of the services shall be made by the provider in accordance with the terms specified by Kenya Water Institute in its Schedule of Requirements and the Special Conditions of Contract.

### **3.7 Payment**

- 3.7.1 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 provider in its tender or in Kenya Water Institute 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.

### **3.8 Assignment**

- 3.8.1 The provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Water Institute prior written consent.

### **3.9 Termination for default**

- 3.9.1 Kenya Water Institute may, without prejudice to any other remedy for Breach of Contract, by written notice terminate this Contract in whole or in part:
- i. if the provider fails to deliver services within the periods specified in the Contract, or within any extension thereof granted by Kenya Water Institute
  - ii. if the provider fails to perform any other obligation(s) under the Contract; and
  - iii. if the provider, in the judgment of Kenya Water Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.10 Termination for Insolvency**

3.10.1 Kenya Water Institute may at any time terminate the contract by giving a 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.

### **3.11 Termination for Convenience**

3.11.1 Kenya Water Institute 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 Kenya Water Institute convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.11.2 For the remaining part of the contract after termination, Kenya Water Institute may elect to cancel the services and pay the contractor an agreed amount for partially completed services.

### **3.12 Resolution of Disputes**

3.12.1 Kenya Water Institute and the provider shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

### **3.13 Language and Law**

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

### **3.14 Force Majeure**

3.14.1 The provider 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 IV: SPECIAL CONDITIONS OF CONTRACT

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.

1. The contract will run for **one year** from the date it is signed. However, Kenya Water Institute may extend the same for a longer period of time on condition that the provider has provided **satisfactory services as per terms of the Contract**.
2. The Internet Firewall security services will cover all KEWI campuses i.e. at the Institute's main campus in South C, Kitui Campus, Chiakariga Campus (Tharaka Nithi) , Kisumu Campus (Undugu Society) and scalable to any future locations(s).
3. The Institute shall enter into a contract with the successful bidder, who will be required to submit a **performance security** valued at **5%** of the total contract price. Performance security shall be in the form of a bank guarantee from a reputable bank.
4. The prices quoted shall remain valid for the entire contract period and if varied the variation shall not exceed 10% of the original tender price.

## SECTION V: 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.....

## SECTION VI: TECHNICAL SPECIFICATIONS

### 6.0 Background

#### 6.1 Introduction

Firewall is a first line of defense in network security. It establishes a barrier between secured and controlled internal networks that can be trusted and untrusted outside networks, such as the Internet. Kenya Water Institute (KEWI) has no firewall to protect its Wide Area Network (WAN) from attacks. The MPLS and Internet Breakout are managed from Nairobi campus and extend to Chiakariga, Kitui and Kisumu campuses. Thus there is a requirement to procure a firewall that can accommodate 750 concurrent users

#### 6.2 Scope of Service

The Next Generation Firewall security will cover ALL KEWI campuses

KEWI MAIN CAMPUS (HQ) – NAIROBI, SOUTH C

KEWI CHIAKARIGA CAMPUS – THARAKA NITHI COUNTY

KEWI KITUI CAMPUS – KITUI COUNTY

KEWI KISUMU CAMPUS – KISUMU COUNTY

The one primary location is KEWI Headquarters (NAIROBI, SOUTH C) and nearly all server resources (file, database, application/ERP, etc) are located in a server room. KEWI South C (HQ) also represents the majority of all the user workstations and printers. As a result, nearly all user traffic is destined for resources at the primary location including access to the Internet.

#### Population

No	Site	Student Population
1	Main campus	650
2	Chiakariga	300
3	Kisumu	150
4	Kitui	200

#### Network usage scenario

During peak hours, on average

1300 students are on mobile devices utilizing around 300kb of data traffic

Therefore total traffic = 300kb x (1300/2) users = 195MB

**100 staff** are on personal computers devices utilizing around 2mb of data traffic

Therefore total traffic = 2mb x 100 users = 200MB

On average, at least half the total population 700 users will be accessing the internet services concurrently

As a result of this traffic demand, KEWI needs a network and security management solution to manage usage and sub netting of the network appropriately

The total traffic can only be released between 13.00hrs – 14.00pm and between 17.00hrs – 8.00hrs

### **6.3 Current setup**

WAN Setup – MPLS links are setup connecting the headquarter and the other campuses. The platform is per the table below:

<b>Office</b>	<b>Router</b>	<b>Tunnel Capacity</b>
Headquarters	Cisco 2900 Series	-
Chiakariga Campus	Cisco 1900 Series	5mb/5mb
Kitui Campus	Cisco 1900 Series	3mb/3mb
Kisumu Campus	Cisco 1900 Series	3mb/3mb

### **6.4 Internet Link**

- 6.4.1 Capacity – 15mb/15mb
- 6.4.2 Termination Equipment – Cisco 2900 Router
- 6.4.3 Linkage to the Local Area Network – 2960 Cisco catalyst switch
- 6.4.4 Installation details – At the headquarters and shared with other offices via the MPLS links

### **6.5 WIFI network**

- 6.5.1 Equipment – TP LINK, Microtik Controller, Cisco Aironet 2700 series access points
- 6.5.2 Installation details – controller installed at the headquarters, access points distributed in all offices, access via the MPLS links in regional offices.

### **6.6 Scope of Work**

6.6.1 Supply of Hardware Appliance equipment

The supplier shall supply the following:-

- One (1) Next Generation Firewall Appliance.

6.6.2 Installation and Configuration of Firewall Appliance

- Installation and configuration of Firewall Appliance with all the necessary rules and VPN support at the Primary Data Center.
- Installation and configuration of Firewall Appliance with all the necessary rules and VPN support at the Disaster recovery Site

## 6.7 Mandatory Requirements

- a. Since the existing WAN infrastructure is built on Cisco platform, the personnel to undertake the required firewall installation and configuration **MUST** possess the required qualifications, skills and experience related to Cisco setups.
- b. Bidders must be legally registered and has 3 years' experience in supplying and installing firewall with licenses and other information technology equipment and should submit copies of Client Satisfactory Certificates from at least three (3) clients for the last three (3) years.
- c. Bidders must provide evidence that they are accredited from within Kenya to offer such services as:
  - i. Provision of Next Generation Security Firewall
  - ii. Supply of ICT Equipment
  - iii. Installation of internet infrastructure

## 6.8 Training Requirements

- Must carry comprehensive training on installation, configuration, deployment of rule sets and system navigation and best practice guide in administering the equipment and subscribed services (5pax)

## 6.9 Firewall Documentation

- Vendor must provide a written overview of the technology (or technologies) they will employ to achieve the requested security services.
- Vendor must provide a “high level” drawing to assist KEWI personnel understand the proposed architecture.

#### **6.10 Bidder's Experience**

- Must give a list of 4 (four) reputable clients excluding KEWI for whom they have offered similar assignments.
- Bidders must provide client's reference letter detailing name of company, Name of contact person, Designation, Telephone number, e-mail address and site locations.

#### **6.11 Site Surveys**

All prospective bidders are encouraged to make arrangements to visit the site(s) and verify the requirements

Site visit can be arranged with KEWI ICT department

#### **6.12 Provider's Responsibilities**

The contractor shall install the Internet Firewall with due care and diligence, in accordance with terms of the contract and in strict adherence to Best Industry Practice.

#### **6.13 Warranty**

The contractor shall be required to give a warranty of at least one (1) year. The contractor shall warrant that all the Internet Firewall installation is free from defect and that the Provider shall take immediate action during the warranty period.

#### **6.14 Support**

Upon successful completion of the implementation, the contractor could be engaged in provision of technical support of the said Internet Firewall. The contractor is to provide as part of technical proposal:

- Response time
- Problem resolution time
- Technical skills of personnel involved in support.
- Type of support helpdesk to be availed to KEWI by the contractor.

#### **6.15 Technical Evaluation**

The technical proposal should address all aspects and criteria outlined in this Request for Proposal,

especially in its statement of work, terms of reference. However, all these requirements represent a wish list from KEWI. The bidders are free to suggest/ propose any other solution. KEWI welcomes new ideas and innovative approaches.

#### **6.16 Inspection, testing and commissioning**

On completion of installation and configurations, all the equipment and installations shall be inspected jointly by the client and the Contractor for their correctness and completeness at the site of installation during acceptance tests.

Any other tests, as the client may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either individual hardware items or integrated operation of the system shall be conducted by the Contractor at site. Should the results of these tests show any deficiency/deviation specifications, the contractor shall do the modification/replacement/addition necessary to make the system compliant to specifications at own cost.

All Hardware and Software comprising the Wide Area Network installed at each of the stations within the scope of the tender shall be put on reliability test for at least 14 days before the client issues the certificate of successful commissioning.

#### **6.17 Commissioning**

The system shall be commissioned by the Project Manager from the contractor after the successful completion of site test and commissioning as per the tests mentioned above. A commissioning certificate will then be issued.

#### **Preliminary Evaluation:**

<b>MANDATORY REQUIREMENTS</b>	<b>Maximum Points</b>
<b>Sub-criteria</b>	<b>Must comply</b>
<ul style="list-style-type: none"> <li>Valid Certificate of Incorporation/Business Registration (Attach copy)</li> <li>Personal Identification Number(PIN) certificate (Attach copy)</li> <li>Valid Tax Compliance Certificate (Attach copy)</li> <li>Current Business Permit/License (Attach copy)</li> <li>Dully filled Form of Tender in the format provided</li> <li>Submit Tender Security of 2% of the bid price in the format provided</li> <li>Dully filled up Confidential Business Questionnaire in format provided</li> <li>Valid Manufacturer Authorization Letter for the year 2019 or Certificate of Agency/Partnership/Dealership to the proposed equipment manufacturer(Attach copy)</li> </ul>	

<ul style="list-style-type: none"> <li>• Provide copies of Audited Accounts for last 3 years – 2015, 2016 &amp; 2017 .The Audited financial statements and the auditors opinion should neither be a disclaimer nor adverse.</li> </ul>	
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*No price information should be contained in the technical proposal.*

## GENERAL REQUIREMENTS

<b>Business Ownership:</b> Disclosure of Directors/Partners /Sole Proprietor	5
<b>Form of tender</b> Duly filled, Signed and stamped Form of tender in the format provided	5
<b>Litigation history</b> Eligibility & Disclosure of litigation history	5
<b>Financial Capability:</b> Copies of Audited Accounts for last 3 years – 2015, 2016 & 2017	10
<b>Methodology:</b> i. Demonstration of clear understanding of the Terms of Reference ii. Provide a detailed project implementation methodology; iii. Provide a detailed work plan;	20
<b>Experience</b> i. A minimum of five (5) years' experience in the Assignment ii. Provide five (5) recommendation letters from reputable Organizations/clients specifically addressed to KEWI iii. Provide evidence of undertaking related assignments in the last five (5) years. Provide LSOs/Contract Documents as evidence.	15
<b>Experience:</b> <b>Team Leader /Project Manager</b> i. Master Degree in Project Management, Business Administration, Economics or a related discipline from a recognized university. ii. At least Five (5) years' experience in project planning and management or related field.	10
<b>Other Key Staff (2) (Attach CV and relevant Certificates)</b> i. Degree in ICT, Computer science, Electronic or a related discipline. ii. Minimum of three (3) years' experience ICT field iii. Expert and Professional Security Product Certifications	10
<b>Financial performance;</b> i. Current Ratio at least 1.5 ii. Acid test Ratio 1:1 iii. Debt Ratio <1 iv. Turnover 25m @ 5 Marks	20
<b>Total Score</b>	<b>100</b>

*NB: bidders must attain 80 points out of 100 points to proceed to financial evaluation*

## Technical Evaluation

Technical Evaluation criteria Bidders are required to fill in all the below forms for the technical evaluation

Bidders MUST score ALL 75 marks in the compliance to technical specifications section in order to proceed to the next stage (Financial Evaluation)

	<b>Tender Specification of</b>	
	<b>Next Generation Firewall / CyberSecurity Gateway Solution</b>	
<b>Technical Specifications</b>		<b>Comply / Non Comply</b>
	<b>Model :</b> (Please specify)	
	<b>Country of Origin :</b> (Please specify)	
<b>Hardware Features</b>		
	<b>Hardware Specifications</b>	<b>10</b>
	Processor : Multi-core Processing Technology - Intel Xeon Quad Core	
	Form Factor : 1U Rackmount (Sliding Rails Incl.)	
	Memory : At least 12 GB and above	
	Storage : At least 180 GB SSD (RAID-1) and above	
	Ethernet Ports : 8 GbE copper (incl. 2 bypass pairs) 2 10 GbE SFP+*	
	Flexi Port Modules: 8 port GbE copper, 8 port GbE SFP*, 2 port 10 GbE SFP+*, 4 port 10 GbE SFP+*, 2 port 40 GbE QSFP+*, 4 port GbEPoE, 8 port GbEPoE, 4 port GbE copper LAN bypass	
	I/O Ports : 2 x USB 3.0 (front), 1 x Micro USB (front), 1 x USB 3.0 (rear), 1 x COM (RJ45) (front), 1 x HDMI (rear)	
	Display : Multi-Function LCD module	
	Power Supply : Internal Auto-Ranging 110-240VAC, 50-60Hz Hot Swap Redundant, PSU optional	
	Product Certifications (Safety, EMC) : CB, CE, FCC Class A, CTick, IC, VCCI, RCM, UL, CCC	
	<b>Security Performance</b>	<b>7</b>
	Firewall Throughput : Minimum 41 Gbps	
	IPS throughput : Minimum 9 Gbps	
	VPN throughput : Minimum 4.8 Gbps	
	Antivirus throughput (proxy) : Minimum 6.5 Gbps	
	Concurrent connections : Min. 20,000,000	
	New connections/sec : Min. 200,000	
	Maximum licensed users : Unrestricted	
<b>Base Firewall Features</b>		
	<b>General Management</b>	<b>5</b>
	Purpose-built streamlined user interface	



	3-clicks-to-anywhere navigation	
	Self-documenting menu system	
	Advanced trouble-shooting tools in GUI (e.g. Packet Capture)	
	Full command-line-interface (CLI) accessible from GUI	
	Role-based administration	
	Automated firmware update notification with easy automated update process and roll-back features	
	Reusable system object definitions for networks, services, hosts, time periods, users and groups, clients and servers	
	Self-service user portal	
	Configuration change tracking	
	Flexible device access control for services by zones	
	Email or SNMP trap notification options	
	SNMP and Netflow support	
	Central management support from Vendor Firewall Manager or Vendor Cloud Firewall Manager	
	Backup and restore configurations: locally, via FTP or email; on-demand, daily, weekly or monthly	
	API for 3rd party integration	
	Built-in How-to guides video links in the dashboard	
	Remote access option for Vendor Support	
	<b>Firewall, Networking &amp; Routing</b>	<b>7</b>
	Unified policy model enabling policies to be managed on a single screen	
	Policy test simulator tool to enable firewall rule and web policy simulation and testing by user, IP and time of day	
	Stateful deep packet inspection firewall	
	FastPath Packet Optimization	
	User, group, time, or network based policies	
	Access time polices per user/group	
	Enforce policy across zones, networks, or by service type	
	Zone isolation and zone-based policy support	
	Default zones for LAN, WAN, DMZ, LOCAL, VPN and WiFi	
	Custom zones on LAN or DMZ	
	Customizable NAT policies with IP masquerading	
	Flood protection: DoS, DDoS and portscan blocking	
	Country blocking by geo-IP	
	Routing: static, multicast (PIM-SM) and dynamic (BGP, OSPF)	
	Upstream proxy support	
	Protocol independent multicast routing with IGMP snooping	
	Bridging with STP support and ARP broadcast forwarding	
	WAN link balancing: multiple Internet connections, auto-link health check, automatic failover, automatic and weighted balancing and granular multipath rule	
	Wireless WAN support (n/a in virtual deployments)	
	802.3ad interface link aggregation	
	Full configuration of DNS, DHCP and NTP	

	Dynamic DNS	
	Protocol independent multicast routing with IGMP snooping	
	Bridging with STP support and ARP broadcast forwarding	
	IPv6 support with tunnelling support including 6in4, 6to4, 4in6, and IPv6 rapid deployment (6rd) through IPSec	
	Wildcard support for domain name host objects	
	VLAN DHCP support and tagging	
	Multiple bridge support	
	<b>Traffic Shaping &amp; Quotas</b>	<b>5</b>
	Network or user based traffic shaping (QoS) ( <i>Web and App based traffic shaping are included with the Web Protection Subscription</i> )	
	Set user-based traffic quotas on upload/download or total traffic and cyclical or non-cyclical	
	Real-time VoiP optimization	
	<b>Wireless Protection &amp; Control</b>	<b>5</b>
	Simple plug-and-play deployment of wireless access points (APs) - automatically appear on the firewall control center	
	Central monitor and manage all APs and wireless clients through the built-in wireless controller	
	Bridge APs to LAN, VLAN, or a separate zone with client isolation options	
	Multiple SSID support per radio including hidden SSIDs	
	Support for the latest security and encryption including WPA2 Personal and Enterprise	
	Support for IEEE 802.1X (RADIUS authentication)	
	Support for 802.11r (fast transition)	
	Hotspot support for (custom) vouchers, password of the day, or T&C acceptance	
	Wireless guest Internet access with walled garden options	
	Time-based wireless network access	
	Wireless repeating and bridging meshed network mode with supported Aps	
	Automatic channel selection background optimization	
	Support for HTTPS login	
	<b>Authentication</b>	<b>5</b>
	Transparent, proxy authentication (NTLM/ Kerberos) or client authentication	
	Authentication via: Active Directory, eDirectory, RADIUS, LDAP and TACACS+	
	Server authentication agents for Active Directory SSO, STAS, SATC	
	Client authentication agents for Windows, Mac OS X, Linux 32/64	
	Authentication certificates for iOS and Android	
	Single sign-on: Active directory, eDirectory	
	Authentication services for IPSec, L2TP, PPTP, SSL	
	Captive Portal	
	<b>User Self-Service Portal</b>	<b>5</b>
	Download the Authentication Client	
	Download SSL remote access client (Windows) and configuration files (other OS)	
	Hotspot access information	
	Change user name and password	
	View personal internet usage	

	Access quarantined messages (requires Email Protection)	
	<b>Base VPN Options</b>	5
	Site-to-site VPN: SSL, IPsec, 256- bit AES/3DES, PFS, RSA, X.509 certificates, pre-shared key	
	L2TP and PPTP	
	Remote access: SSL, IPsec, iPhone/iPad/ Cisco/Android VPN client support	
	IPsec support	
	SSL client for Windows & configuration download via user portal	
	<b>IPsec Client (sold separately)</b>	5
	Authentication: Pre-Shared Key (PSK), PKI (X.509), Smartcards, Token and XAUTH	
	Encryption: AES (128/192/256), DES, 3DES (112/168), Blowfish, RSA (up to 2048 Bit), DH groups 1/2/5/14, MD5 and SHA-256/384/512	
	Intelligent split-tunneling for optimum traffic routing	
	NAT-traversal support	
	Client-monitor for graphical overview of connection status	
	Multilingual: German, English and French	
<b>Network Protection Features</b>		
	<b>Intrusion Prevention Systems (IPS)</b>	2
	High-performance, next-gen IPS deep packet inspection engine with selective IPS patterns for maximum performance and protection	
	<b>Advance Threat Protection and Synchronized Security</b>	5
	Advanced Threat Protection (Detect and block network traffic attempting to contact command and control servers using multi-layered DNS, AFC, and firewall)	
	Instant insights into endpoint health status, with the option to automatically respond to security incidents by isolating infected systems.	
	Provides visibility into top risk users, unknown applications, advanced threats and suspicious payloads	
	Automatically identify, classify and control all unknown applications on the network	
	Solicit application information from the endpoint for traffic that does not match any application control signature.	
	Deep forensic and analytics capabilities into users, threats, applications, web usage, and other activity on the network.	
	Limit access to network resources or completely isolate compromised systems until they are cleaned up	
	Sharing telemetry and health status between endpoint and the firewall to provide a coordinated response.	
	<b>Remote Ethernet Device (RED) VPN</b>	5
	Central Management of all RED devices	
	No configuration: Automatically connects through a cloud-based provisioning service	
	Secure encrypted tunnel using digital X.509 certificates and AES256- encryption	
	Virtual Ethernet for reliable transfer of all traffic between locations	
	IP address management with centrally defined DHCP and DNS Server configuration	
	Remotely de-authorize RED devices after a select period of inactivity	
	Compression of tunnel traffic	
	VLAN port configuration options (RED 50)	

	<b>Clientless VPN</b>	1
	Unique encrypted HTML5 self-service portal with support for RDP, HTTP, HTTPS, SSH, Telnet and VNC	
	<b>Sandboxing</b>	1
	Seamless integration with your vendor security solution	
	Protects against ransomware APTs, unknown malware, and targeted attacks	
	Full integration into existing security firewall solution dashboard	
	Inspects executables and documents containing executable content ( • Windows executables, Word documents, Archives containing any of the file types listed above (ZIP, BZIP, GZIP, RAR, TAR, LHA/LZH, 7Z, Microsoft Cabinet)	
	Dynamic malware behavior analysis and deep learning runs files in real environment	
	In-depth malicious file reports and dashboard file release capability	
	Granular, incidentcentric reports	
	Next-gen, cloud-sandbox technology to give your organization an extra layer of security against ransomware and targeted attacks	
	Average analysis time less than 120 seconds	
	Supports one-time download links	
	Flexible user and group policy options on file type, exclusions, and actions on analysis	
<b>Web Protection Features</b>		
	<b>Web Protection and Control</b>	5
	Fully transparent proxy for anti-malware and web-filtering	
	Enhanced Advanced Threat Protection	
	URL Filter database with millions of sites across 92 categories	
	Surfing quota time policies per user/group	
	Access time polices per user/group	
	Malware scanning: block all forms of viruses, web malware, trojans and spyware on HTTP/S, FTP and web-based email	
	Advanced web malware protection with JavaScript emulation	
	Live Protection real-time in-the-cloud lookups for the latest threat intelligence	
	Second independent malware detection engine for dual-scanning	
	Real-time or batch mode scanning	
	Pharming Protection	
	HTTP and HTTPS scanning on a per user or network policy basis with customizable rules and exceptions	
	SSL protocol tunnelling detection and enforcement	
	Web Keyword Monitoring and Enforcement	
	Certificate validation	
	High performance web content caching	
	Forced caching for Endpoint updates	
	File type filtering by mime-type, extension and active content types (e.g. Activex, applets, cookies, etc.)	
	YouTube for Schools enforcement	

	SafeSearch enforcement	
	<b>Application Protection and Control</b>	4
	Enhanced application control with signatures and Layer 7 patterns for thousands of applications	
	Application control based on category, characteristics (e.g. bandwidth and productivity consuming), technology (e.g. P2P) and risk level	
	Application Risk Meter provides and overall risk factor based on the risk level of applications on the network	
	Identify, classify and control previously unknown applications active on the network	
	Per-user or network rule application control policy enforcement	
	<b>Web &amp; App Traffic Shaping</b>	1
	Custom traffic shaping (QoS) options by web category or application to limit or guarantee upload/download or total traffic priority and bitrate individually or shared	
<b>Email Protection Features</b>		
	<b>Email Protection and Control</b>	5
	E-mail scanning with SMTP, POP3, and IMAP support	
	Reputation service with spam outbreak monitoring based on patented Recurrent-Pattern-Detection technology	
	Block spam and malware during the SMTP transaction	
	Second independent malware detection engine for dual-scanning	
	Live Protection real-time in-the-cloud lookups for the latest threat intelligence	
	Automatic signature and pattern updates	
	File-Type detection/blocking/scanning of attachments	
	Accept, reject or drop over-sized messages	
	Detects phishing URLs within e-mails	
	Use pre-defined content scanning rules or create your own custom rules based on a variety of criteria	
	TLS Encryption support for SMTP, POP and IMAP	
	Recipient verification	
	Append signature automatically to all outbound messages	
	Greylisting	
	Outbound email relay	
	Email archiver	
	<b>Email Quarantine Management</b>	2
	Spam quarantine digest and notifications options	
	Malware and spam quarantines with search and filter options by date, sender, recipient, subject, and reason with option to release and delete messages	
	Self-serve user portal for viewing and releasing quarantined messages	
	<b>Email Encryption and DLP</b>	5
	Patent-pending SPX encryption for oneway message encryption	
	Recipient self-registration SPX password management	
	Add attachments to SPX secure replies	
	Completely transparent, no additional software or client required	
	DLP engine with automatic scanning of emails and attachments for sensitive data	

	Pre-packaged sensitive data type content control lists (CCLs) for PII, PCI, HIPAA, and more	
<b>Web Server Protection Features</b>		
	<b>Web Application Firewall Protection</b>	<b>5</b>
	Reverse proxy	
	URL hardening engine with deep-linking and directory traversal prevention	
	Form hardening engine	
	SQL injection protection	
	Cross-site scripting protection	
	Dual-antivirus engines	
	HTTPS (SSL) encryption offloading	
	Cookie signing with digital signatures	
	Path-based routing	
	Outlook anywhere protocol support	
	Reverse authentication (offloading) for form-based and basic authentication for server access	
	Virtual server and physical server abstraction	
	Integrated load balancer spreads visitors across multiple servers	
	Skip individual checks in a granular fashion as required	
	Match requests from source networks or specified target URLs	
	Support for logical and/or operators	
	Assists compatibility with various configurations and non-standard deployments	
	Options to change WAF performance parameters	
	Scan size limit option	
	Allow/Block IP ranges	
	Wildcard support for server paths	
	Automatically append a prefix/suffix for authentication	
<b>Logging and Reporting</b>		
	Hundreds of on-box reports with custom report options ( <i>NOTE: individual log, report and widget availability depends on enabled software subscriptions</i> ):	
	Dashboards (Traffic, Security, and User Threat Quotient),	
	Applications Report (App Risk, Blocked Apps, Web Uses, Search Engines, Web Servers, FTP),	
	Network & Threats Report (IPS, ATP, Wireless, Security Heartbeat),	
	VPN Reports	
	Email usage and protection Reports	
	Compliance reports (HIPAA, GLBA, SOX, FISMA, PCI-DSS, NERC CIP v3, and CIPA)	
	Current Activity Monitoring: system health, live users, IPsec connections, remote users, live connections, wireless clients, quarantine, and DoS attacks	
	Report anonymization	
	Report scheduling to multiple recipients by report group with flexible frequency options	
	Standard and granular logging options	
	Export reports as HTML, PDF, Excel (XLS)	
	Security Audit report	

	Web Keyword Content Report	
	Report bookmarks	
	Full log viewer with retention customization by category	
<b>Warranty - 36 Months on Hardware and 12 months on Dedicated Support</b>		
	Hardware warranty & RMA with Advanced Exchange	
	24x7 Enhanced Plus Support via Telephone & Email with Remote Consultation from STSE (up to 4 hrs)	
	FREE Security Updates & Patches	
	FREE Software Features Updates & Upgrades	
<b>Security Subscriptions - FullGuard-Plus : 12 Months</b>		
	<b>12 months FullGuard License Includes :</b>	
	Base Firewall with VPN, Routing, WAN Link Load Balancing, Traffic Shaping & Quota, Wireless, Authentication, etc	
	Network Protection Subscriptions (IPS, RED/HTML5, ATP, Anti-malware),	
	Web Protection Subscriptions (URL, AppCtrl, Web/App Traffic Shaping),	
	Email Protection Subscriptions(Anti-Spam, AV, Encryption, DLP),	
	Web Server Protection Subscriptions (WAF, Reverse Proxy)	
	Sandstorm subscriptions	

## SECTION VII: SCHEDULE OF REQUIREMENTS

### 7.1 Financial Proposal

Bidders who qualify on Technical evaluation will be subjected to Financial evaluation:

### 7.2 Price Score

The maximum score assigned to the price proposal is All other price proposals receive scores in inverse proportion according to the following formula:

Score for price proposal X =

$$(\text{Maximum score for price proposal (i.e. 30)} * \text{Price of lowest priced proposal}) / \text{Price of proposal X}$$

The proposal obtaining the overall highest score after adding the scores for the technical and price proposals will be awarded the contract.

#### *Price Schedule*

DESCRIPTION	QTY	COST
FIREWALL APPLIANCE	1	
ONE (1) YEAR, FULL GUARD PROTECTION LICENSING	LOT	
INSTALLATION, CONFIGURATION AND TESTING (HQ & Campuses)	LOT	
PROFESSIONAL TRAINING	5 PAX	
DEDICATED ANNUAL MAINTENANCE AND SUPPORT	1	
TOTAL COST		



## ***SECTION VIII: STANDARD FORMS***

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## 1. FORM OF TENDER

Date\_\_\_\_\_

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

To.....

[Name and address of Kenya Water Institute]

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 provide services to the Kenya Water Institute 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 services as and when required in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Water Institute.
4. We agree to abide by this Tender for a period of ninety (90) 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.
7. The duration of this contract is one year from the date the contract is signed.

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

\_\_\_\_\_

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

\_\_\_\_\_  
[In the capacity of]

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

## 2. TENDER SECURITY FORM

Whereas .....[name of the provider](hereinafter called “the provider”)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 Kenya Water Institute](hereinafter called “the Bank”)are bound unto.....

[name of Kenya Water Institute](hereinafter called “the Kenya Water Institute”) in the sum of ..... for which payment well and truly to be made to the said Kenya Water Institute, 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 provider withdraws its Tender during the period of tender validity specified by the provider on the Tender \_\_\_\_\_ Form; \_\_\_\_\_ or
2. If the provider, having been notified of the acceptance of its Tender by the Kenya Water Institute 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 Kenya Water Institute up to the above amount upon receipt of its first written demand, without the Kenya Water Institute having to substantiate its demand, provided that in its demand the Kenya Water Institute 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]

the \_\_\_\_\_(for the provider)

in the presence of\_\_\_\_\_.

### 3. PERFORMANCE SECURITY FORM

To: .....[name of the Kenya Water  
Institute]

WHEREAS.....[name of provider]

(hereinafter called “the provider”) has undertaken, in pursuance of Contract No. ....[reference number  
of the contract] dated  
\_\_\_\_\_20\_\_\_\_to supply.....  
.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the provider 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 provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the provider, 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 provider 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* \_\_\_\_\_

#### 4. 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 provider](hereinafter called “the provider”) shall deposit with the Kenya Water Institute 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 provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya Water Institute on its first demand without whatsoever right of objection on our part and without its first claim to the provider, in the amount not exceeding .....[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Kenya Water Institute and the provider, 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 provider under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

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

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

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

## 5. TENDERER'S UNDERTAKING

I acknowledge that I have read and understood the following, as contained in this tender document:

- |                  |                                     |
|------------------|-------------------------------------|
| 1. Section I:    | Invitation To Tender                |
| 2. Section II:   | Instructions To Tenderers           |
| 3. Section III:  | General Conditions Of Contract      |
| 4. Section IV:   | Special Conditions Of Contract      |
| 5. Section V:    | Confidential Business Questionnaire |
| 6. Section VI:   | Technical specifications            |
| 7. Section VII:  | Schedule Of Requirements            |
| 8. Section VIII: | Standard Forms                      |

I confirm that I agree with all the information and conditions set therein and shall abide by them. Any communication, whatsoever, during tender evaluation shall render my tender disqualified in accordance with clause 2.19 of Section B: General Information.

I also confirm that I did not participate in the preparation of this tender document and I shall not in any way be involved in the evaluation, adjudication and award of contract.

Further, the Officer-in-Charge is at liberty to confirm the authenticity of the Tender Security from the issuing commercial bank.

I hereby confirm that I have collected the full document from pages \_\_\_\_ to \_\_\_\_.

Tenderer's Name: \_\_\_\_\_

Tenderer's Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Stamp: \_\_\_\_\_

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

## 7. TENDERER'S STATEMENT

I clearly understand that canvassing or offering any kind of inducement to officers so as to win the tender shall lead to disqualification of my tender.

*Name of Tenderer:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Telephone Number:* \_\_\_\_\_

*Email Address:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

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

**Stamp** \_\_\_\_\_