

# Government of Kenya

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# Request for Bids

# Goods

(Two-Envelope Bidding Process)

## Vision

Transforming Lives  
Using ICT

## Mission

To champion and  
harness ICT to  
enable efficient  
and effective  
access in the  
delivery of public  
service for the  
public office and  
public service.

## Procurement of: Supply, Delivery, Installation & Commissioning of Enterprise Cyber Security Tools

**RFB No:** KE-ICTA-441867-GO-RFB

**Project:** Kenya Digital Economy Acceleration Project

**Purchaser:** The Information and Communications Technology Authority

**Country:** Kenya

**Issued on:** 17<sup>th</sup> June 2025

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The Information and Communications Technology Authority

PO Box 27150 - 00100 Nairobi Kenya, Tel: +254 20 667 6999 Website: [www.icta.go.ke](http://www.icta.go.ke)





**The Information and Communications Technology Authority  
Kenya Digital Economy Acceleration Project (KDEAP)  
ICTA-Program Implementation Unit**

**Specific Procurement Notice  
Template  
Request for Bids  
Goods**

**(Two-Envelope Bidding Process)**

**Country:** Kenya

**Name of Project:** Kenya Digital Economy Acceleration Project

**Contract Title:** Supply, Delivery, Installation and Commissioning of Enterprise Cyber Security Tools

**Loan No./Credit No./ Grant No.:** 7289-KE and 7290-KE

**RFB Reference No.:** KE-ICTA-441867-GO-RFB

1. The Government of Kenya has received financing from the World Bank toward the cost of the Kenya Digital Economy Acceleration Project and intends to apply part of the proceeds toward payments under the contract for Supply, Delivery, Installation and Commissioning of Enterprise Cyber Security Tools. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through letter of credit.
2. The Information and Communications Technology Authority (ICTA) now invites sealed Bids from eligible Bidders for Supply, Delivery, Installation & Commissioning of Enterprise Cyber Security Tools: Security Firewalls:
  - a) Item 1: High Performance Internet Gateway Perimeter Firewalls, Quantity Six (6)
  - b) Item 2: High Performance Internal (DMZ) Firewalls, Quantity Two (2)
  - c) Item 3: Firewall Central Management Appliance, Quantity One (2)
3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" First Published July 2016 and Revised fifth Edition September 2023

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("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from ICTA, Deputy Director, Supply Chain Management through email [procurement@ict.go.ke](mailto:procurement@ict.go.ke) and inspect the bidding document during office hours 0900 to 1600 hours at the address given below.
5. The bidding document in English may be downloaded free of charge by interested eligible Bidders from the ICTA's website <https://www.icta.go.ke/tenders> or Public Procurement Information Portal website <https://www.tenders.go.ke> Bidders who download the bidding documents are invited to notify the purchaser by e-mail with full contact details if they intended to participate, as this will facilitate issuance of notifications by the Purchaser during the procurement process, to all bidders where necessary.
6. Bids must be delivered to the address below on or before **31<sup>st</sup> July 2025 at 1000 hours EAT**. Electronic Bidding will not be permitted. Late Bids will be rejected. The outer Bid envelopes marked "ORIGINAL BID", and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on **31<sup>st</sup> July 2025 at 1000 hours EAT**. All envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall remain unopened and will be held in safe custody of the Purchaser until the second public opening.
7. All Bids must be accompanied by a Bid Security of **Kes. 7 Million (Kenya Shillings Seven Million)** or equivalent in a freely convertible currency.
8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
9. The address(es) referred to above is (are):

**Stanley Kamanguya, OGW**  
**Chief Executive Officer**  
**The Information and Communications Technology Authority**  
**12<sup>th</sup> Floor, Telposta Towers, Kenyatta Avenue**  
**P.O. Box 27150-00100,**  
**Nairobi, Kenya.**  
**(+254) 20 667 6999**  
[info@ict.go.ke](mailto:info@ict.go.ke) / [procurement@ict.go.ke](mailto:procurement@ict.go.ke)  
[www.icta.go.ke](https://www.icta.go.ke)

# Standard Procurement Document

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# **PART 1 – Bidding Procedures**





# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
- 1.2 Throughout this bidding document:
  - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

#### 2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the

Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

### **3. Fraud and Corruption**

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI, Fraud and Corruption.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

### **4. Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS reference ITB 2.1 (the name of the project), that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the

Bid evaluation process of such Contract; or  
(ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s)

only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

- (a) relates to fraud or corruption; and
- (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **5. Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery,

equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Request for Bids Document**

### **6. Sections of Bidding Document**

- 6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

#### **PART 2 Supply Requirements**

- Section VII - Schedule of Requirements

#### **PART 3 Contract**

- Section VIII - General Conditions of Contract
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for



clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

**7. Clarification of the Bidding Document**

- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its

discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

## C. Preparation of Bids

### 9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### 10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### 11. Documents comprising Bid

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.
- 11.2 The **Technical Part** shall contain the following:
- (a) **Letter of Bid - Technical Part:** prepared in accordance with ITB 12;
  - (b) **Bid Security or Bid-Securing Declaration:** in accordance with ITB 19.1;
  - (c) **Alternative Bid - Technical Part:** if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
  - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to

commit the Bidder, in accordance with ITB 20.3;

- (e) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
  - (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - (g) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
  - (h) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;
  - (i) any other document **required in the BDS.**
- 11.3 The **Financial Part** envelope shall contain the following:
- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
  - (b) **Price Schedules:** completed prepared in accordance with ITB 12 and ITB 14;
  - (c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;
  - (d) any other document **required in the BDS.**
- 11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
- 11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and

submitted with the Bid, together with a copy of the proposed Agreement.

- 11.6 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 12. Letters of Bid

- 12.1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

- 13.1. Unless otherwise **specified in the BDS**, Alternative Bids shall not be considered.

## 14. Bid prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid - Financial Part and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price

quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. **However, discounts that are conditional on the award of more than one lot will not be considered for bid evaluation purpose.**
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS.**
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
    - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the

components and raw material used in the manufacture or assembly of the Goods;

- (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on

the Goods if the Contract is awarded to the Bidder; and

- (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
  - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

#### **15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified **in the BDS**.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

#### **16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a

detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents Establishing the Eligibility and Qualifications of the Bidder**

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods



to supply these Goods in the Purchaser's Country;

- (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## 18. Period of Validity of Bids

- 18.1. Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested (in accordance with ITB 19), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be determined as follows:
  - (a) In the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, Bid evaluation shall be based on the Bid price without taking into

consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1. The Bidder shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified **in the BDS**.

19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder ; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 48; or
    - (ii) furnish a performance security in accordance with ITB 49.
- 19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.5.
- 19.9. If a Bid security is **not required in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB 49;
- the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a

contract by the Purchaser for a period of time **as stated in the BDS**.

## **20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission of Bids**

### **21. Sealing and Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.
- 21.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope

marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

- 21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.
- 21.4 All inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 22.1;
  - (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
  - (d) bear a warning not to open before the time and date for Bid opening.
- 21.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

## 22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids

electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **23. Late Bids**

- 23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

### **24. Withdrawal, Substitution, and Modification of Bids**

- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid -Technical Part and repeated in

the Letter of Bid - Financial Part, or any extension thereof.

### **E. Public Opening of Technical Parts of Bids**

#### **25. Public Opening of Technical Parts of Bids**

- 25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2. First, the written notice of withdrawal in the envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.

- 25.5. Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “FINANCIAL PART” shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Purchaser may consider appropriate.
- 25.6. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS.**
- 25.7. At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. Following the opening of the Technical Parts of the Bid the Purchaser shall prepare a record that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;
  - (c) the presence or absence of a Bid Security or Bid-Securing Declaration; and
  - (d) if applicable, any Alternative Bid - Technical Part;
- 25.9. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.



## **F. Evaluation of Bids - General Provisions**

### **26. Confidentiality**

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 43.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

### **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

### **28. Deviations, Reservations, and Omissions**

- 28.1 During the evaluation of Bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the bidding document;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- 28.2 “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- 29. Nonconformities, Errors and Omissions**
  - 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
  - 29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

## **G. Evaluation of Technical Parts of Bids**

- 30. Evaluation of Technical Parts**
  - 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsiveness**
  - 31.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
    - (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.2 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **32. Qualification of the Bidders and Detailed Evaluation of the Technical Part**

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the Bidder.

32.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH

prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

- 32.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation to assess adequacy of the Technical Part followed by evaluation applying technical factors/subfactors and corresponding scores as specified in the BDS.

## **H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids**

### **33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their envelope marked “FINANCIAL PART” will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract;
- (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.

- 33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding

document and met the Qualification Criteria; and

- (b) their envelope marked “FINANCIAL PART” will be opened at the public opening of Financial Parts;
- (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.

33.4 At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Bid opening in the manner specified **in the BDS**.

- 33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked “FINANCIAL PART”.
- 33.7 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder whose Financial Part was opened;
  - (b) the Bid price, per lot (contract) if applicable, including any discounts,
  - (c) if applicable, any Alternative Bid - Financial Part.
- 33.8 The Bidders whose envelopes marked ‘FINANCIAL PART’ have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **I. Evaluation of Financial Parts of Bids**

### **34. Evaluation of Financial Parts**

- 34.1 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
- 34.2 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;

- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.1; and
  - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.**
- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14.

These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

### **35. Correction of Arithmetic Errors**

35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetic errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

### **36. Conversion to Single Currency**

36.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as specified **in the BDS**.



- |  |   |
|--|---|
| <b>37. Margin of Preference</b>          | 37.1 Unless otherwise specified <b>in the BDS</b> , a margin of preference shall not apply.   |
| <b>38. Comparison of Financial Parts</b> | 38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.  |
| <b>39. Abnormally Low Bids</b>           | <p>39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.</p> <p>39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.</p> |

## **J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award**

- |   |   |
|---|---|
| <b>40. Evaluation of combined Technical and Financial Parts</b> | 40.1 The Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III |
|---|---|

Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Purchaser will rank the Bids based on the evaluated Bid score (B).

- 40.2 The Purchaser will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

**41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

- 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**42. Standstill Period**

- 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**43. Notification of Intention to Award**

- 43.1 The Purchaser shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the total combined score of the successful Bidder;

- (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
- (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
- (f) the expiry date of the Standstill Period;
- (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **K. Award of Contract**

### **44. Award Criteria**

- 44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

### **45. Purchaser's Right to Vary Quantities at Time of Award**

- 45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

### **46. Notification of Award**

- 46.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award

Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form.

46.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

#### **47. Debriefing by the Purchaser**

47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period

shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

- 47.3 Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
- 47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

#### **48. Signing of Contract**

- 48.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 48.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 48.3 Notwithstanding ITB 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses

necessary for the export of the products/goods, systems or services under the terms of the Contract.

**49. Performance Security**

- 49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
- 49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the Most Advantageous Bid.

**50. Procurement Related Complaint**

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

## Section II - Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, and/or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Reference | A. General   |
|---------------|--|
| ITB 1.1       | <p>The reference number of the Request for Bids (RFB) is: <b>KE-ICTA-441867-GO-RFB</b></p> <p>The Purchaser is: <b>The Information and Communications Technology Authority</b></p> <p>The name of the RFB is: <b>Supply, Delivery, Installation &amp; Commissioning of Enterprise Cyber Security Tools</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>Not Applicable</b></p>  |
| ITB 2.1       | <p>The Borrower is: <b>The Government of Kenya (GoK). The Information and Communications Technology Authority is a State Agency which will be undertaking the procurement on behalf of GoK as the Implementation Unit.</b></p> <p>Loan or Financing Agreement amount: <b>USD. 390 million</b></p> <p>The name of the Project is: <b>Kenya Digital Economy Acceleration Project</b></p>   |
| ITB 4.1       | Maximum number of members in the Joint Venture (JV) shall be: None   |
| ITB 4.5       | A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .  |
|               | <b>B. Contents of Bidding Document</b>   |
| ITB 7.1       | <p>For <b><u>clarification of Bid purposes</u></b> only, the Purchaser's address is address is:</p> <p>Attention: <b>Deputy Director, Supply Chain Management</b></p> <p>Address: <b>P.O. Box 27150-00100</b></p> <p>Floor/ Room number: <b>12<sup>th</sup> Floor, Telposta Towers</b></p> <p>City: <b>Nairobi</b></p> <p>ZIP Code: <b>00100</b></p> <p>Country: <b>Kenya</b></p> <p>Telephone: <b>(+254) 20 667 6999</b></p> <p>Facsimile number: <b>N/A</b></p> <p>Email address: <a href="mailto:procurement@ict.go.ke">procurement@ict.go.ke</a></p> |

|                                    |   |
|------------------------------------|---|
|                                    | <p>Requests for clarification should be received by the Purchaser no later than: <b>14 days</b></p> <p>Web page: <a href="http://www.icta.go.ke">www.icta.go.ke</a> / <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></p>  |
| <b>ITB 7.4</b>                     | <p>A Pre-Bid meeting <b>SHALL</b> take place on the following date, time, and place: OnLive Virtually Via Teams, or Jitsu</p> <p>Date: <b>2<sup>nd</sup> July 2025</b></p> <p>Time: <b>10.30 EAT.</b></p> <p>Place: <b>Virtually.</b></p> <p>Bidders interested to participate in the pre-bid meeting may please send their requests to the email mentioned in ITB 7.1 for sending them the link for the meeting.</p>   |
| <b>ITB 10.1</b>                    | <p>The language of the Bid is: <b>English.</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>   |
| <b>ITB 11.2 (i) &amp; 11.3 (d)</b> | <p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> <li><b>1) Code of Conduct for Supplier's Personnel (ES)</b><br/>The Bidder shall submit its Code of Conduct that will apply to the Supplier's Personnel (as defined in GCC sub-clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier's Environmental and/or social obligations under the Contract, as applicable. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</li> <li><b>2. Cyber security management strategies and implementation plans</b> The Bidder shall submit method statement, management strategies and implementation plan and innovations to manage cyber security risks.</li> <li><b>3.</b> Bidders must have a Certificate of registration by the Data Commissioner as per the requirement of Kenya's Data Protection Act (DPA) or equivalent from host country (for foreign bidding entities)</li> <li><b>4.</b> The Bidder must provide ISO/IEC 27001:2022 for Information Security Management Practices.</li> <li><b>5.</b> Change Management and risk management plan from existing to new setup.</li> <li><b>6.</b> Quality certification documents, Data sheets and Technical Brochures along with the web links to access them over internet,</li> <li><b>7.</b> Hardware &amp; Software Warranty for the three years.</li> <li><b>8.</b> Method statement</li> <li><b>9.</b> Work Plan and Mobilization Schedule</li> <li><b>10.</b> Key Contract Implementation Team</li> </ol> |



|  |   |
|--|---|
|  |   |
| <b>ITB 13.1</b>  | Alternative Bids (Technical and Financial Parts) <b>shall not be</b> considered.  |
| <b>ITB 14.5</b>  | The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.   |
| <b>ITB 14.6</b>  | Prices quoted for each items (contract) shall correspond at least to <b>NOT APPLICABLE</b> percent of the items specified for each lot (contract).<br>Prices quoted for each item of a lot shall correspond at least to <b>NOT APPLICABLE</b> percent of the quantities specified for this item of a lot.   |
| <b>ITB 14.7</b>  | The Incoterms edition is: <b>Incoterms 2020</b>   |
| <b>ITB 14.8</b><br><b>(a)(iii), (b)(ii)</b><br><b>and (c)(v)</b> | Final Destination (Project Site):<br><b>ICT Authority Head Office, Telposta Towers, Nairobi, Kenya</b><br><b>Mombasa Landing Station- Telkom House</b>  |
| <b>ITB 14.8</b><br><b>(b)(i)</b>                                 | Place of Destination:<br><b>ICT Authority Head Office, Telposta Towers.</b><br><b>Kenyatta Avenue, Nairobi, Kenya</b><br><b>Mombasa Landing Station- Telkom House</b>   |
| <b>ITB 15.1</b>  | The Bidder is required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.   |
| <b>ITB 16.4</b>  | Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>3 Years</b>  |
| <b>ITB 17.2 (a)</b>  | Manufacturer's authorization is: <b>Required for the following items:</b><br><b>Item 1: High Performance Internet Gateway (IGW) Perimeter Firewalls</b><br><b>Item 2 : High Performance Internal (DMZ) Firewalls .</b><br><b>Item 3: Firewall Central Management Appliance .</b>  |
| <b>ITB 17.2 (b)</b>  | After sales service is: <b>Required</b>   |
| <b>ITB 18.1</b>  | The Bid shall be valid until: <b>20<sup>th</sup> November 2025</b>  |
| <b>ITB 18.3 (a)</b>  | The Bid price shall be adjusted by the following factor(s): <b>The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</b> |

|                     |  |
|---------------------|--|
| <b>ITB 19.1</b>     | <p>A Bid Security <b>shall be</b> required.</p> <p>A Bid-Securing Declaration <b>shall not be</b> required.</p> <p>The amount and currency of the Bid Security shall be <b>Kes. 7 Million (Kenya Shillings Seven Million)</b> or equivalent in a freely convertible currency.</p>  |
| <b>ITB 19.3 (d)</b> | Other types of acceptable securities: <b>None</b>  |
| <b>ITB 20.3</b>     | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>   |
|                     | <b>D. Submission of Bids</b>   |
| <b>ITB 21.2</b>     | <p>In addition to the original of the Bid, the number of copies is: <b>one (1) copy and 1 Soft copy in PDF format in a flash disk.</b></p> <p><b>Note: Soft copy of the technical part of the proposal must not contain any information on the financials offered.</b></p>   |
| <b>ITB 22.1</b>     | <p>For <b><u>Bid submission purposes</u></b> only, the Purchaser's address is:</p> <p>ICT AUTHORITY<br/>         Attention: <b>Chief Executive Officer</b><br/>         Street Address: <b>Telposta Towers, Kenyatta Avenue</b><br/>         Floor/ Room number: <b>12<sup>th</sup> Floor, Boardroom</b><br/>         City: <b>Nairobi</b><br/>         ZIP/Postal Code: <b>00100</b><br/>         Country: <b>Kenya</b></p> <p><b>The deadline for Bid submission is:</b><br/>         Date: <b>31<sup>st</sup> July 2025</b><br/>         Time: <b>1000 Hours East African Time (EAT)</b><br/>         Bidders <b>shall not</b> have the option of submitting their Bids electronically.<br/>         The electronic Bidding submission procedures shall be: <b>Not Applicable</b></p> |
|                     | <b>E. Public Opening of Technical Parts of Bids</b>  |
| <b>ITB 25.1</b>     | <p>The Bid opening shall take place at:</p> <p>Street Address: <b>Telposta Towers, Kenyatta Avenue</b><br/>         Floor/ Room number: <b>12<sup>th</sup> Floor, Boardroom</b><br/>         City: <b>Nairobi</b><br/>         Country: <b>Kenya</b><br/>         Date: <b>31<sup>st</sup> July 2025</b><br/>         Time: <b>1000 Hours EAT</b></p> <p>The electronic Bid opening procedures shall be: <b>Not Applicable</b></p>   |

| <b>ITB 25.6</b>  | The Letter of Bid - Technical Part and the sealed envelope marked "Second Envelope - Financial Part" shall be initialed by <b>all</b> representatives of the Purchaser conducting Bid opening. Each Bid shall be initialed by all representatives and shall be numbered.  |                  |                          |  |                   |   |  |  |  |  |  |   |  |
|--|---|------------------|--------------------------|--|-------------------|---|--|--|--|--|--|---|--|
| <b>G. Evaluation of Technical Parts of Bids</b>  |   |                  |                          |  |                   |   |  |  |  |  |  |   |  |
| <b>ITB 32.4</b>  | <p>The technical factors and sub factors as applicable and the corresponding scores out of 100% are:</p> <table border="1" data-bbox="483 562 1450 1890"> <thead> <tr> <th data-bbox="483 562 1162 657">TECHNICAL FACTOR</th><th data-bbox="1162 562 1450 657">WEIGHT IN PERCENTAGE (%)</th></tr> </thead> <tbody> <tr> <td data-bbox="483 657 1162 840"> <b>1. Specified performance requirements:</b><br/> <i>This section will evaluate the extent to which the specific Hardware and solution performance, capacity or functionality meets or exceeds the specified performance/functional requirements.</i> </td><td data-bbox="1162 657 1450 840" style="text-align: center;"><b>54 Points.</b></td></tr> <tr> <td colspan="2" data-bbox="483 840 1450 913"><b>Item 1: High Performance Internet Gateway (IGW) Perimeter Firewalls' performance/functional requirements</b></td></tr> <tr> <td data-bbox="483 913 1162 1596"> <ul style="list-style-type: none"> <li>i. Hardware performance in enterprise testing conditions as follows:<br/>Firewall throughput: - 240 Gbps,<br/>IPS throughput – 140 Gbps,<br/>NGFW (Including Firewall, Application control and IPS enabled) Throughput – 100 Gbps.</li> <li>ii. License supplied must cover:<br/>Firewall, Application Control, IPS, Anti-Bot, Anti-Virus, Anti-Spam, Web Filtering, Advanced DNS Security, Remote Access and Site-to- Site VPN, Zero-phishing, SSL inspection and Sandboxing with file sanitization.</li> <li>iii. System requirements as follows:<br/>2 x Management RJ45 1/10G interfaces (Management Interfaces), at least 8 x 1/10GE SFP fiber interface, at least 4 x 10/25GbE fiber interface card, 4 x 100GBase QSFP28 interface card.</li> </ul> </td><td data-bbox="1162 913 1450 1596"></td></tr> <tr> <td colspan="2" data-bbox="483 1596 1450 1669"><b>Item 2 : High Performance Internal (DMZ) Firewalls' performance/functional requirements</b></td></tr> <tr> <td data-bbox="483 1669 1162 1890"> <ul style="list-style-type: none"> <li>i. Hardware performance in enterprise testing conditions as follows:<br/>Firewall throughput - 500 Gbps,<br/>IPS throughput – 230 Gbps,<br/>NGFW (Including Firewall, Application</li> </ul> </td><td data-bbox="1162 1669 1450 1890"></td></tr> </tbody> </table> | TECHNICAL FACTOR | WEIGHT IN PERCENTAGE (%) | <b>1. Specified performance requirements:</b><br><i>This section will evaluate the extent to which the specific Hardware and solution performance, capacity or functionality meets or exceeds the specified performance/functional requirements.</i> | <b>54 Points.</b> | <b>Item 1: High Performance Internet Gateway (IGW) Perimeter Firewalls' performance/functional requirements</b> |  | <ul style="list-style-type: none"> <li>i. Hardware performance in enterprise testing conditions as follows:<br/>Firewall throughput: - 240 Gbps,<br/>IPS throughput – 140 Gbps,<br/>NGFW (Including Firewall, Application control and IPS enabled) Throughput – 100 Gbps.</li> <li>ii. License supplied must cover:<br/>Firewall, Application Control, IPS, Anti-Bot, Anti-Virus, Anti-Spam, Web Filtering, Advanced DNS Security, Remote Access and Site-to- Site VPN, Zero-phishing, SSL inspection and Sandboxing with file sanitization.</li> <li>iii. System requirements as follows:<br/>2 x Management RJ45 1/10G interfaces (Management Interfaces), at least 8 x 1/10GE SFP fiber interface, at least 4 x 10/25GbE fiber interface card, 4 x 100GBase QSFP28 interface card.</li> </ul> |  | <b>Item 2 : High Performance Internal (DMZ) Firewalls' performance/functional requirements</b> |  | <ul style="list-style-type: none"> <li>i. Hardware performance in enterprise testing conditions as follows:<br/>Firewall throughput - 500 Gbps,<br/>IPS throughput – 230 Gbps,<br/>NGFW (Including Firewall, Application</li> </ul> |  |
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|  |   |                  |
|--|---|------------------|
|  | <p>control and IPS enabled) Throughput – 150 Gbps,</p> <p>ii. License supplied must cover: Firewall, Application Control, IPS, Anti-Bot, Anti-Virus, Anti-Spam, Web Filtering, Advanced DNS Security, Remote Access and Site-to-Site VPN, Zero-phishing, SSL inspection and Sandboxing with file sanitizing.</p> <p>iii. System requirements as follows:<br/>2 x Management RJ45 1/10G interfaces (Management Interfaces), at least 8 x 1/10GE SFP fiber interface, at least 6 x 10/25GbE fiber interface card, 6 x 100GBase QSFP28 interface card.</p> |                  |
|  | <b>Item 3: Firewall Central Management Appliance performance/functional requirements .</b>  |                  |
|  | <p>i. Hardware Performance in enterprise conditions: 35,000 Logs/sec (Indexed), 150 Managed Gateways, Up to 150 Domains, 23,000 Sustained Logs/sec (Indexed)</p> <p>ii. License Supplied must cover: Firewall Management, Log Management and Security events management.</p> <p>iii. System Requirements as follows: 2U Form Factor, 192GB Ram, Up to 48TB HDD Storage, 35000 sustained Indexed Logs/Sec</p>  |                  |
|  | <b>2. Organizational Proposal and Experience of the Bidder Capacity on services Delivery</b>  | <b>30 Points</b> |
|  | Assess the quality of the bidder's understanding and approach to deliver and implement the contract and associated <b>tasks and deliverables</b> . This includes Past Experience in Previous Assignments and the nature and similarity of or complexity of the assignments to this project:   |                  |
|  | <p><b>Training:</b> Provide a training plan and necessary logistical plans to be executed within the first (1st) year of the contract</p> <p><i>OEM approved training and certification to ICTA technical staff for at Least 7 (Staff) in English language on Network Security &amp; Managements in Kenya</i></p>   |                  |
|  | <b>3. Key Contract Implementation Team: Qualifications and competence of the key personnel for the assignment as well as partnership Level.</b>   | <b>16 Points</b> |

|   |   |                   |
|---|---|-------------------|
|   | This will Assess the capacity of the bidder's key technical staff /human resources (qualifications and experience) to support implementation and delivery of the contract.  | 16 Marks          |
|   | <b>TOTAL</b>  | <b>100 Points</b> |
| <b>H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids</b> |   |                   |
| <b>ITB 33.5</b>   | The Letter of Bid – Financial Part and the Price Schedules shall be initialed by <b>all</b> representatives of the Purchaser conducting Bid opening and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser.   |                   |
|   | <b>I. Evaluation of Financial Part of Bids</b>  |                   |
| <b>ITB 34.2(a)</b>  | <p>Evaluation will be done for items<br/> <b>KE-ICTA-441867-GO-RFB:</b><br/> <b>Supply, Delivery, Installation &amp; Commissioning of Enterprise Cyber Security Tools: Security Firewalls.</b><br/>           Note:<br/> <b>Bids will be evaluated for each item and the Contract will comprise all the item(s) awarded to the successful Bidder</b></p>  |                   |
| <b>ITB 34.6</b>   | <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:<br/> <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <b>No</b><br/>           (b) Deviation in payment schedule: <b>No</b><br/>           (c) the cost of major replacement component, mandatory spare parts, and service: <b>No</b><br/>           (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid <b>No</b><br/>           (e) Life cycle costs: the costs during the life of the goods or equipment <b>No</b><br/>           (f) the performance and productivity of the equipment offered; <b>No</b></p> |                   |
| <b>ITB 36.1</b>   | <p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <b>Kenya Shillings</b><br/>           The source of exchange rate shall be: <b>Central Bank of Kenya</b></p>  |                   |

|  |  |
|--|--|
|  | The date for the exchange rate shall be: <b>Bid Submission Deadline</b>  |
| <b>ITB 37.1</b>  | A margin of domestic preference <b>shall not</b> apply.  |
| <b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b> |  |
| <b>ITB 40.1</b>  | The weight to be given for cost is: <b>0.2</b>   |
|  | <b>J. Award of Contract</b>  |
| <b>ITB 45.1</b>  | The maximum percentage by which quantities may be increased is: <b>N/A</b><br>The maximum percentage by which quantities may be decreased is: <b>N/A</b>   |
| <b>ITB 50.1</b>  | <p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>For the attention:</b> Stanley Kamanguya, OGW</p> <p><b>Title/position:</b> Chief Executive Officer</p> <p><b>Purchaser:</b> Information and Communications Technology Authority</p> <p><b>Email address:</b> <a href="mailto:info@ict.go.ke">info@ict.go.ke</a> / <a href="mailto:procurement@ict.go.ke">procurement@ict.go.ke</a></p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents;</li> <li>2. the Purchaser’s decision to exclude a Bidder from the procurement process prior to the award of contract; and</li> <li>3. the Purchaser’s decision to award the contract.</li> </ol> |

## Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate Bids and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

### TECHNICAL PART

#### 1. Qualification

##### Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability:** The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last **Three (3)** years (2022, 2023, and 2024) prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member;
- (b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least **Three (3)** contracts within the last **Five (5)** years prior to bid submission deadline, each with a value of at least **Kes. 310 Million or equivalent** that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.
- (c) **Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: **as per the technical checklist**
- (d) **Manufacturing experience and Technical Capacity:** For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:
  - (i) it has manufactured goods of similar nature and complexity for at least **Five (5)** years, prior to the bid submission deadline; and
  - (ii) its annual production capacity of goods of similar nature and complexity for each of the last **three (3)** years prior to the bid submission deadline, is at least **two (2)** times the quantities specified under the contract.

- (e) As a Cybersecurity Risk practice, the Bidder shall be expected to have Certificate of Data Protection as a Data Controller and Data Processor recognized by the country of origin/domicile. They will also prove availability of Certified Solution deployment engineers to execute the implementation of the proposed solution.
- (f) **Manufacturer's authorization:** A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;
- (g) A bidder who does who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser (*e.g. authorized dealer/distributor of the items*).

At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

## 2. Technical Evaluation (ITB 32.4)

Assessment of adequacy of Technical Part with the requirements

.....

| Technical Factor   | weight in percentage |
|--|----------------------|
| <b>1. Specified performance requirements:</b><br><i>This section will evaluate the extent to which the specific performance, capacity or functionality of the proposed solution meets or exceeds the specified performance/functional requirements.</i>  | <b>54 Points</b>     |
| <b>Item 1: High Performance Internet Gateway (IGW) Perimeter performance/functional requirements (18 mks)</b>  |                      |
| (i) <b>Hardware performance in enterprise testing conditions should be as follows;</b><br><b>Firewall throughput - 240 Gbps, IPS throughput – 140 Gbps, NGFW (This includes Firewall, Application control and IPS enabled) Throughput of– 100 Gbps,</b> <ul style="list-style-type: none"> <li>Significantly in excess of requirements - Multiplier of 100%</li> <li>Moderately in excess of requirements - Multiplier of 75% percent</li> <li>Meeting requirements - Multiplier of 50% percent</li> <li>Below requirements - Multiplier of 0 % Percent</li> </ul> | <b>6 Marks</b>       |



|   |                |
|---|----------------|
| <p>(ii) <b>License supplied must cover: Firewall, Application Control, IPS, Anti-Bot, Anti-Virus, Anti-Spam, Web Filtering, Advanced DNS Security, Remote Access and Site-to- Site VPN, Zero-phishing, SSL inspection and Sandboxing with file sanitization.</b></p> <ul style="list-style-type: none"> <li>• Significantly in excess of requirements - Multiplier of 100%</li> <li>• Moderately in excess of requirements - Multiplier of 75% percent</li> <li>• Meeting requirements - Multiplier of 50% percent</li> <li>• Below requirements - Multiplier of 0 % Percent</li> </ul> | <b>6 Marks</b> |
| <p>iii. <b>System requirements must at minimum be as follows: 2 x Management RJ45 1/10G interfaces (Management Interfaces), at least 8 x 1/10GE SFP fiber interface, at least 4 x 10/25GbE fiber interface card, 4 x 100GBase QSFP28 interface card..</b></p> <ul style="list-style-type: none"> <li>• Significantly in excess of requirements - Multiplier of 100%</li> <li>• Moderately in excess of requirements - Multiplier of 75% percent</li> <li>• Meeting requirements - Multiplier of 50% percent</li> <li>• Below requirements - Multiplier of 0 % Percent</li> </ul>        | <b>6 Marks</b> |
| <p align="center"><b>Item 2 : High Performance Internal (DMZ) Firewalls performance/functional requirements (18 mks)</b></p>  |                |
| <p>(i) <b>Hardware performance in enterprise testing conditions as follows: Firewall throughput - 500 Gbps, IPS throughput – 230 Gbps, NGFW (Include Firewall, Application control and IPS enabled) Throughput – 150 Gbps,</b></p> <ul style="list-style-type: none"> <li>• Significantly in excess of requirements - Multiplier of 100%</li> <li>• Moderately in excess of requirements - Multiplier of 75% percent</li> <li>• Meeting requirements - Multiplier of 50% percent</li> <li>• Below requirements - Multiplier of 0 % Percent</li> </ul>                                   | <b>6 Marks</b> |
| <p>(ii) <b>License supplied must cover: Firewall, Application Control, IPS, Anti-Bot, Anti-Virus, Anti-Spam, Web Filtering, Advanced DNS Security, Remote Access and Site-to- Site VPN, Zero-phishing, SSL inspection and Sandboxing with file sanitization.</b></p> <ul style="list-style-type: none"> <li>• Significantly in excess of requirements - Multiplier of 100%</li> <li>• Moderately in excess of requirements - Multiplier of 75% percent</li> <li>• Meeting requirements - Multiplier of 50% percent</li> <li>• Below requirements - Multiplier of 0 % Percent</li> </ul> | <b>6 Marks</b> |
| <p>(iii) <b>System requirements as follows: 2 x Management RJ45 1/10G interfaces (Management Interfaces), at least 8 x 1/10GE SFP fibre interface, at least 6 x 10/25GbE fiber interface card, 6 x 100GBase QSFP28 interface card.</b></p> <ul style="list-style-type: none"> <li>• Significantly in excess of requirements - Multiplier of 100%</li> <li>• Moderately in excess of requirements - Multiplier of 75% percent</li> <li>• Meeting requirements - Multiplier of 50% percent</li> <li>• Below requirements - Multiplier of 0 % Percent</li> </ul>                           | <b>6 Marks</b> |
| <p align="center"><b>Item 3: Firewall Central Management Appliance performance/functional requirements (18 mks)</b></p>   |                |

|   |                 |
|---|-----------------|
| <p>(i) <b>Hardware Performance in enterprise conditions: 35,000 Logs/sec (Indexed), 150 Managed Gateways, Up to 50 Domains, 23,000 Sustained Logs/sec (Indexed)</b></p> <ul style="list-style-type: none"> <li>Significantly in excess of requirements - Multiplier of 100%</li> <li>Moderately in excess of requirements - Multiplier of 75% percent</li> <li>Meeting requirements - Multiplier of 50% percent</li> <li>Below requirements - Multiplier of 0 % Percent</li> </ul>  | <b>6 Marks</b>  |
| <p>(ii) <b>License Supplied must cover: Firewall Management, Log Management and Security events management</b></p> <ul style="list-style-type: none"> <li>Significantly in excess of requirements - Multiplier of 100%</li> <li>Moderately in excess of requirements - Multiplier of 75% percent</li> <li>Meeting requirements - Multiplier of 50% percent</li> <li>Below requirements - Multiplier of 0 % Percent</li> </ul>   | <b>6 Marks</b>  |
| <p>(iii) <b>System Requirements as follows: 2U Form Factor, 192GB Ram, Up to 48TB HDD Storage, 35000 Peak Indexed Logs/Sec</b></p> <ul style="list-style-type: none"> <li>Significantly in excess of requirements - Multiplier of 100%</li> <li>Moderately in excess of requirements - Multiplier of 75% percent</li> <li>Meeting requirements - Multiplier of 50% percent</li> <li>Below requirements - Multiplier of 0 % Percent</li> </ul>   | <b>6 Marks</b>  |
| <p><b>2. Method Statement: Organizational Proposal and Experience of the Bidders' Capacity on services Delivery.</b></p>  | <b>30 Marks</b> |
| <p>(i) <b>The vendor/Bidder will provide a training plan/program strictly committed to a maximum of 60days from day of Award. The training which should be on OEM approved training curriculum and certification for ICTA technical staff for at least 7 (Staff) in English language on Network Security, Optimization, configuration of the provided for solution &amp; Managements in an OEM approved facility.</b></p> <ul style="list-style-type: none"> <li>Significantly in excess of requirements - Multiplier of 100%</li> <li>Moderately in excess of requirements - Multiplier of 75% percent</li> <li>Meeting requirements - Multiplier of 50% percent</li> <li>Below requirements - Multiplier of 0 % Percent</li> </ul>  | <b>8 Marks</b>  |
| <p>(ii) <b>The Bidder MUST provide a project <u>implementation plan, Methodology , workplan</u> that outlines the bidders strategy in implementing the equipment and solution without adversely affecting GOK service with specific key Milestones. He will also provide Compliance to Technical requirements cross referencing to the relevant supporting information for entire Technical Specifications Section. The cross reference should document the relevant publicly accessible documents and sites where the details are located.:</b></p> <ul style="list-style-type: none"> <li>Significantly in excess of requirements - Multiplier of 100%</li> <li>Moderately in excess of requirements - Multiplier of 75% percent</li> <li>Meeting requirements - Multiplier of 50% percent</li> <li>Below requirements - Multiplier of 0 % Percent</li> </ul> | <b>13 Marks</b> |

|   |   |
|---|---|
| <p><b>Proposed Service Level Agreement</b></p> <p>Completeness of Proposed Service Level Agreement (SLA) indicating Service Descriptions, Support requirements, Escalation matrix and contacts, and support engagement.</p> <ul style="list-style-type: none"> <li>• Significantly in excess of requirements</li> <li>• Moderately in excess of requirements</li> <li>• Meeting requirements</li> <li>• Below requirements</li> </ul>   | <p><b>5 Marks</b></p>                       |
| <p>(iii) <b>Company Profile: The Bidder or Must provide an Organization profile indicating Core business, Organogram, Mission and Leadership. No of years in existence and Proof of implementation of enterprise level IT Cyber security projects and OEM Partnership level</b></p> <ul style="list-style-type: none"> <li>• Significantly in excess of requirements</li> <li>• Moderately in excess of requirements</li> <li>• Meeting requirements</li> <li>• Below requirements</li> </ul>   | <p><b>4 Marks</b></p>                       |
| <p><b>3. Key Contract Implementation Team: Qualifications and competence of the key personnel for the assignment as well as partnership Level.</b></p>  | <p><b>16 Marks</b></p>                      |
| <p>The partner Must have Engineers certified to high level of security certifications for the proposed solutions (Palo Alto PCNSE, Cisco CCIE Security, Checkpoint CCSE, Checkpoint CCTE, Checkpoint CCSM, Fortinet NSE 7 etc.)</p> <p>Composition of qualified technical Staff (One Mark Each per resource profile shared that has certified copies of expertise Certification) No Points for Resource without certifications)</p> <p><b>i. Project Manager (1)</b></p> <ol style="list-style-type: none"> <li>a) Degree in Engineering / Information Technology / Computer Science, or IT discipline</li> <li>b) Minimum of 12 years' experience in IT with minimum 5 years proven delivery as a manager in charge of the project) in Project Management – (Provide CV.)</li> <li>c) Five (5) Years of Experience in managing IT Project Management, at-least 3 NO Projects</li> <li>d) PMP or PMII or other equivalent project management certifications.</li> </ol> <p><b>ii. Cyber-Security engineers (2)</b></p> <ol style="list-style-type: none"> <li>a) Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline</li> <li>b) Minimum of 10 years' experience in system security and Extensive knowledge of computer systems and networks through professional experience.</li> <li>c) Relevant Certifications in security</li> </ol> <p>The Engineers must be certified to high level of security certifications for the proposed solutions (Palo Alto PCNSE, Cisco CCIE Security, Checkpoint CCSE, Checkpoint CCTE, Checkpoint CCSM, Fortinet NSE 7 etc.)</p> | <p><b>4 Marks</b></p> <p><b>6 Marks</b></p> |

|   |                |
|---|----------------|
| iii. <b>Integration engineer (1)</b><br>a) Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline<br>b) Minimum of 3 years' experience in system/equipment integration. Should also have the technical expertise to monitor and support various devices / tools.<br>c) Certification in computer hardware, software, and networking                                       | <b>4 Marks</b> |
| iv. <b>Network engineers/administrator (1)</b><br>a) Degree in Engineering with Information Technology / Computer as specialization, Computer Science, or IT discipline<br>b) 3 years of experience in similar occupations, such as network administrator and extensive knowledge of networks and active equipment installation through professional experience.<br>c) Industry Standard Certification on infrastructure and networks | <b>2 Marks</b> |
| <b>TOTAL</b>  | <b>100</b>     |
| <i>The given technical evaluation out of 100% will then be converted to carry 80% of the total evaluation. Technical evaluation will take 80% and financial evaluation will take 20% of the total evaluation result. To proceed to financial evaluation, the bidder will be required to have scored a minimum of 85% of the technical score .</i>   |                |

**Table 2.2: Technical Proposal Scoring Methodology**

All the above scores will be converted to a Technical Percentage summing up to 80% or 0.8 as Technical Score and the Finance will account 20% or 0.2.

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula

**Technical Part Scoring Methodology**

*[Note to the Purchaser: The Purchaser shall develop a scoring methodology to be included here. The following is only an example and can be modified to fit the purpose:]*

| Score (of the total score for the factor/subfactor as applicable) | Description   | Remarks |
|---|---|---------|
| 0   | Required feature is absent; no relevant information to demonstrate how the requirement is met     |         |
| 1   | Required feature present with deficiencies such as insufficient or information that lacks clarity |         |

- |   |  |
|---|--|
| 2 | Sufficient information to demonstrate how the requirement will be met  |
| 3 | Sufficient information to demonstrate that the requirement will be marginally exceeded                         |
| 4 | Sufficient information that significantly exceed the requirement/bid contributes to significant value addition |

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

$t_{ji}$  = the technical score for sub- factor “i” in factor “j”,

$w_{ji}$  = the weight of sub- factor “i” in factor “j”,

$k$  = the number of scored sub-factors in factor “j”, and

$$\sum_{i=1}^k w_{ji} = 1$$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

$S_j$  = the Factor Technical Score of factor “j”,

$W_j$  = the weight of factor “j” as specified **in the BDS**,

$n$  = the number of Factors, and

$$\sum_{j=1}^n W_j = 1$$

## FINANCIAL PART

### 1. Margin of Preference (ITB 37) – Not Applicable

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission.
- (b) **Group B:** All other Bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser's reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

Following the combined evaluation procedure described below, the Bids in each group will then be compared to determine the Most Advantageous Bid in that group. The Most Advantageous Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the Most Advantageous, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the Most Advantageous Bid, all Bids from Group C shall be further compared with the Most Advantageous Bid from Group A after adding to the evaluated price of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the Most Advantageous, it shall be selected for award. If not, the Most Advantageous Bid from Group C shall be selected.

### 2. Evaluation Criteria (ITB 34.6)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate the Financial Part.

The Purchaser's evaluation of the Financial Part may take into account, in addition to the Bid Price, one or more of the following factors as **specified in BDS ITB 34.6**, using the following criteria and methodologies.

(a) Delivery schedule. **Not Applicable**

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor] will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.*

(b) Deviation in payment schedule. **Not Applicable**

(i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

**or**

(i) *The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum of [insert the adjustment rate].*

(c) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable**

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only.*

**or**

(i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these*

*items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price, for evaluation purposes only.*

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid. **Not Applicable**

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.

- (e) Life Cycle Cost – **Not Applicable**

If specified in BDS 34.6. an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below.

*[Note to purchase: Life cycle costings should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle cost shall be evaluated on a net present value basis. If life cycle costs apply then specify the factors required to determine them for evaluation purposes.]*

*[Either amend the following text as required, or delete if life cycle cost is not applicable]*

- (i) number of years for life cycle cost determination *[insert the number of years]*;
  - (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate]*;
  - (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology]*;
  - (iv) and the following information is required from bidders *[insert any information required from bidders, including prices]*.
- (f) Performance and productivity of the equipment. **Not Applicable**
- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology below.

*[insert the methodology and criteria if applicable]*

**or**

- (i) An adjustment to take into account the productivity of the goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if



specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Bid with respect to minimum required values, using the methodology below.

*[insert the methodology and criteria if applicable].*

(g) Specific additional criteria

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6]*

*[[Specify adjustments, if any, to be made for financial part evaluation purposes for any additional quantifiable sustainable procurement requirements, not covered by other evaluation criteria. Ensure that there is no duplication (double counting) with the point system technical evaluation criteria.].]*

## Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive.

The Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula (for comparison in percentages), which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

where

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive Bids

$T$  = the total Technical Score awarded to the Bid

$T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids

$X$  = weight for the Cost as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

## **Multiple Contracts (ITB 34.4) – Not Applicable**

If in accordance with **ITB 1.1**, Bids are invited for more than one lot, the contract will be awarded to the Bidder or Bidders with the Most Advantageous Bid for the individual lots.

However, if a Bidder, with Bids that are substantially responsive and with highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for combination of lots for which Bidders are qualified.

*Discounts that are conditional on the award of more than one lot will not be considered for bid evaluation purpose.*

## **Alternative Bids (ITB 13.1) – Not Applicable**

*An alternative if permitted under ITB 13.1, will be evaluated as follows:*

*[insert one of the following]*

*“A Bidder may submit an Alternative Bid (Technical and Financial Parts) only with a Bid for the base case. The Purchaser shall only consider the Alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid.”*

**or**

*“A Bidder may submit an Alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Bids received, for the base case, as well as Alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 30 and ITB 34.”*

# Section IV - Bidding Forms

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## Letter of Bid – Technical Part

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*Place this Letter of Bid in the first envelope “TECHNICAL PART”.*

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of Bidding process]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser’s country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*

- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:** *\*[insert complete name of Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Technical Part

The technical bid shall include all relevant information required to evaluate the technical Part in accordance with the requirements.

To establish the conformity of the Goods and Related Services to the RFB document, the Bidder shall furnish the documentary evidence that the Goods conform to the technical specifications and standards, including any essential technical and performance characteristics specified in Section VII, Schedule of Requirements. Any required functional guarantees shall also be provided. The attached forms/format may support the Bidder to organize information required to present its technical bid.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

If the contract has been assessed to present potential or actual cyber security risks, the technical bid must include proposed cyber security risks management plan.

If there are assessed supply chain risks, the technical bid must include proposed supply chain risk management plan.

The Manufacture's Authorizations shall be included in accordance with ITB BDS 17.2 (a) and the attached Manufacturer's Authorization form.

Technical Bid Checklist

|   |   |
|---|---|
| Technical.<br>Requirement<br>No. _  | Technical Requirement:<br><i>[ insert: description of requirement ]</i> |
| Bidder's technical bid/ compliance:                                       |   |
| Bidder's cross references to supporting information in the Technical Bid: |   |



Functional Guarantees

(to be used as applicable)

The Bidder shall copy in the left column of the table below; the identification of each functional guarantee required in the Specification and in the right column, provides the corresponding value for each functional guarantee of the proposed Goods.

| Required Functional Guarantee | Value of Functional Guarantee of the Goods |
|-------------------------------|--|
| 1.                            |  |
| 2.                            |  |
| 3.                            |  |
| ...                           |  |

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|   |
|---|
| 1. Bidder's Name <i>[insert Bidder's legal name]</i>  |
| 2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>   |
| 3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>  |
| 4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>   |
| 5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>   |
| 6. Bidder's Authorized Representative Information<br><br>Name: <i>[insert Authorized Representative's name]</i><br>Address: <i>[insert Authorized Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br>Email Address: <i>[insert Authorized Representative's email address]</i>   |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i><br><br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.<br><br><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.<br><br><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul> |

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

## Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|  |
|--|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i>  |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>   |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>   |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>   |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>   |
| 6. Bidder's JV Member's authorized representative information<br>Name: <i>[insert name of JV's Member authorized representative]</i><br>Address: <i>[insert address of JV's Member authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i><br>Email Address: <i>[insert email address of JV's Member authorized representative]</i>  |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i><br><br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.<br><br><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.  |

## Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

| <b>SEA and/or SH Declaration</b><br><b>in accordance with Section III, Qualification Criteria, and Requirements</b>  |
|--|
| <p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p> |
| <p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>   |

## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to:
  - (i) sign the contract agreement, or
  - (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

---



## Form of Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

---

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Apply Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

## Form of Bid-Securing Declaration

### NOT APPLICABLE

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

Date: *[date (as day, month and year)]*

RFB No.: *[number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid  
*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*



## Letter of Bid - Financial Part

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*Place this Letter of Bid - Financial Part in the second envelope marked “FINANCIAL PART”.*

*The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of bidding process]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

(a) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

*In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];*

*In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];*

*In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

(If none has been paid or is to be paid, indicate “none.”)

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

| (Group C Bids, goods to be imported) |                              |   |                                       |  |   | Date: _____<br>RFB No: _____                    |  |  |
|--------------------------------------|------------------------------|---|---------------------------------------|--|---|---|--|--|
| Currencies in accordance with ITB 15 |                              |   |                                       |  |   | Alternative No: _____<br>Page N° _____ of _____ |  |  |
| 1                                    | 2                            | 3   | 4                                     | 5  | 6   | 7   | 8  | 9  |
| Line Item N°                         | Description of Goods         | Country of Origin                             | Delivery Date as defined by Incoterms | Quantity and physical unit   | Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i) | CIP Price per line item (Col. 5x6)              | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS | Total Price per Line item (Col. 7+8)         |
| <i>[insert number of the item]</i>   | <i>[insert name of good]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Date]</i>  | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price CIP per unit]</i>   | <i>[insert total CIP price per line item]</i>   | <i>[insert the corresponding price per line item]</i>  | <i>[insert total price of the line item]</i> |
|                                      |                              |   |                                       |  |   |   |  |  |
|                                      |                              |   |                                       |  |   |   |  |  |
| Total Price                          |                              |   |                                       |  |   |   |  |  |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*



## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported\*

(Group C Bids, Goods already imported)

Currencies in accordance with ITB 15

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

RFB No: \_\_\_\_\_

Alternative No: \_\_\_\_\_

Page N° \_\_\_\_\_ of \_\_\_\_\_

| 1                           | 2                      | 3                                      | 4                                     | 5   | 6   | 7  | 8  | 9  | 10  | 11  | 12                                    |
|-----------------------------|------------------------|--|---------------------------------------|---|---|--|--|--|---|---|---------------------------------------|
| Line Item N°                | Description of Goods   | Country of Origin                      | Delivery Date as defined by Incoterms | Quantity and physical unit  | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8) | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv) | Total Price per line item (Col. 9+10) |
| [insert number of the item] | [insert name of Goods] | [insert country of origin of the Good] | [insert quoted Delivery Date]         | [insert number of units to be supplied and name of the physical unit] | [insert unit price per unit]  | [insert custom duties and taxes paid per unit]   | [insert unit price net of custom duties and import taxes]  | [ insert price per line item net of custom duties and import taxes]  | [insert price per line item for inland transportation and other services required in the Purchaser's Country]   | [insert sales and other taxes payable per item if Contract is awarded]                                    | [insert total price per line item]    |
|                             |                        |  |                                       |   |   |  |  |  |   |   |                                       |
|                             |                        |  |                                       |   |   |  |  |  |   |   |                                       |
|                             |                        |  |                                       |   |   |  |  |  |   | Total Bid Price   |                                       |

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

\* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

## Price Schedule: Goods Manufactured in the Purchaser's Country

| Purchaser's Country<br>_____       |                              | (Group A and B Bids)<br><br>Currencies in accordance with ITB 15 |  |                                |   | Date: _____<br>RFB No: _____<br>Alternative No: _____<br>Page N° _____ of _____   |   |   |                                      |
|------------------------------------|------------------------------|--|--|--------------------------------|---|---|---|---|--------------------------------------|
| 1                                  | 2                            | 3  | 4  | 5                              | 6   | 7   | 8   | 9   | 10                                   |
| Line Item N°                       | Description of Goods         | Delivery Date as defined by Incoterms                            | Quantity and physical unit   | Unit price EXW                 | Total EXW price per line item (Col. 4x5)      | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5                                 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)) | Total Price per line item (Col. 6+7) |
| <i>[insert number of the item]</i> | <i>[insert name of Good]</i> | <i>[insert quoted Delivery Date]</i>                             | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert EXW unit price]</i> | <i>[insert total EXW price per line item]</i> | <i>[insert the corresponding price per line item]</i>   | <i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i> | <i>[insert sales and other taxes payable per line item if Contract is awarded]</i>                      | <i>[insert total price per item]</i> |
|                                    |                              |  |  |                                |   |   |   |   |                                      |
|                                    |                              |  |  |                                |   |   |   |   |                                      |
|                                    |                              |  |  |                                |   |   |   |   |                                      |
| Total Price                        |                              |  |  |                                |   |   |   |   |                                      |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price and Completion Schedule - Related Services

| Currencies in accordance with ITB 15               |  |   |   |  |   | Date: _____                                       |
|--|--|---|---|--|---|---|
|  |  |   |   |  |   | RFB No: _____                                     |
|  |  |   |   |  |   | Alternative No: _____                             |
|  |  |   |   |  |   | Page N° _____ of _____                            |
| 1  | 2  | 3   | 4   | 5  | 6                                       | 7   |
| Service<br>N°                                      | Description of Services (excludes inland transportation<br>and other services required in the Purchaser's Country<br>to convey the goods to their final destination) | Country of<br>Origin                                      | Delivery Date at place<br>of Final destination                                  | Quantity and physical unit   | Unit price                              | Total Price per Service<br>(Col. 5*6 or estimate) |
| <i>[insert<br/>number of<br/>the<br/>Service ]</i> | <i>[insert name of Services]</i>   | <i>[insert country<br/>of origin of the<br/>Services]</i> | <i>[insert delivery date at<br/>place of final<br/>destination per Service]</i> | <i>[insert number of units to be supplied and<br/>name of the physical unit]</i> | <i>[insert unit price per<br/>item]</i> | <i>[insert total price per<br/>item]</i>          |
|  |  |   |   |  |   |   |
|  |  |   |   |  |   |   |
|  |  |   |   |  |   |   |
|  |  |   |   |  |   |   |
|  |  |   |   |  |   |   |
|  |  |   |   |  |   |   |
|  |  |   |   |  |   |   |
|  |  |   |   |  |   |   |
| <b>Total Bid Price</b>                             |  |   |   |  |   |   |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*



## Section V - Eligible Countries

### **Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement**

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and ITB 5.1: **None**

Under ITB 4.8(b) and ITB 5.1: **None**



## **Section VI - Fraud and Corruption**

**(Section VI shall not be modified)**

### **1. Purpose**

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## **PART 2 – Supply Requirements**



# **Section VII - Schedule of Requirements**

## **Contents**

|   |            |
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| <b>5. Inspections and Tests.....</b>                            | <b>139</b> |



## 1. List of Goods and Delivery Schedule

| Line Item N° | Description of Goods   | Quantity | Physical unit | Final (Project Site) Destination as specified in BDS | Delivery (as per Incoterms) Date |                      |  |
|--------------|--|----------|---------------|--|----------------------------------|----------------------|--|
|              |  |          |               |  | Earliest Delivery Date           | Latest Delivery Date | Bidder's offered Delivery date [ <i>to be provided by the Bidder</i> ] |
| 1.           | High Performance Edge (IGW) Firewalls as per the Specifications    | 6        | Number        | Telpsota Towers, Kenyatta Avenue                     | 30 days                          | 60 Days              |  |
| 2.           | High Performance Internal (DMZ) Firewalls as per the Specification | 2        | Number        | Telpsota Towers, Kenyatta Avenue                     | 30 Days                          | 60 Days              |  |
| 3.           | Firewall Central Management Appliance as per the Specifications    | 2        | Number        | Telpsota Towers, Kenyatta Avenue                     | 30 Days                          | 60 Days              |  |

## 2. List of Related Services and Completion Schedule

| <b>Service</b>             | <b>Description of Service</b>                   | <b>Quantity<sup>1</sup></b>                      | <b>Physical Unit</b>                        | <b>Place where Services shall be performed</b> | <b>Final Completion Date(s) of Services</b> |
|----------------------------|---|--|---|--|---|
| <i>[insert Service No]</i> | <i>[insert description of Related Services]</i> | <i>[insert quantity of items to be supplied]</i> | <i>[insert physical unit for the items]</i> | <i>[insert name of the Place]</i>              | <i>[insert required Completion Date(s)]</i> |

|   |   |     |     |                                      |  |
|---|---|-----|-----|--------------------------------------|--|
| 1 | <p>OEM Centered Technical Team Solution Training and Knowledge transfer at the EOM offsite location ( Training &amp; Knowledge Transfer to ICTA team (7 Officers))The supplier will be required to provide training to at least Seven (7) ICT Security Officers at the EOM offsite location from the beneficiary institution. The training shall include but not limited to the Firewall equipment supplied, Management Ent console/reporting tool. This training as well as other trainings must be conducted before project commissioning. The training content must be enough to facilitate transfer of technology and prepare them to sit for the certification examinations if they desire at own cost. The Bidder shall include in his offer consolidated unit price (per person basis) for the Training. Training charges shall be solely borne by the supplier and will abide to Government rates and standards. Supplier will prepare and share training plan whose approval shall be done by the client's technical project manager</p> | Lot | Lot | Telepsota Towers,<br>Kenyatta Avenue | 6 (Six)<br>Months After<br>Delivery Date |
| 2 | <p>Professional Service in the Design, Set-Up for High-Availability and clean power needs at the Implementation Sites (Grid Power and UPS already available)</p>  | Lot | 1   | Telepsota Towers,<br>Kenyatta Avenue | 6 (Six)<br>Months After<br>Delivery Date |

---

1. If applicable



### 3. Technical Specifications

#### INTRODUCTION

The Government of Kenya is undertaking key initiatives in the delivery of the Government Digital Transformation Agenda (GOTDA) under the Bottom Economic Transformation Agenda (BETA). It is through these initiatives that the Digitization of Government Services has become a major deliverable under the mandate of the Ministry of ICT and Digital Economy.

The ICT Authority plays a pivotal role in spearheading this digital transformation efforts, ensuring the effective utilization of technology to drive socio-economic development and enhancing the public service delivery. To fulfill its mandate effectively, the ICT Authority requires various cybersecurity tools in achieving its mandate. The ICT Authority (ICTA) requires cybersecurity tools for several reasons specific to their role in the Kenyan digital landscape:

1. **Protecting Government's Critical Infrastructure:** The ICT Authority is responsible for securing the Government's Core Central Network (GCCN), government data centers, applications, and other critical infrastructure. These systems house sensitive information and are vital for government operations. Cybersecurity tools help prevent unauthorized access, data breaches, and disruptions to these vital services.
2. **Enforcing National Cybersecurity Standards:** The ICT Authority plays a key role in developing and enforcing national cybersecurity standards for government agencies and potentially even private businesses. These standards often mandate the use of specific types of cybersecurity tools like firewalls, intrusion detection systems (IDS), and endpoint protection software to ensure a minimum level of security across government systems and core applications as well as digital Assets.
3. **Responding to Cyber Threats:** Kenya faces a growing number of cyber threats, as highlighted in the KE-CIRT reports. The ICT Authority, through its Information Security Department utilizes cybersecurity tools for threat detection, monitoring, and incident response. These tools help them identify and mitigate cyberattacks aimed at the government and critical infrastructure.
4. **Promoting Cybersecurity Awareness:** The ICTA doesn't just focus on technical solutions. The Authority also recommend or endorse specific cybersecurity tools for personal use, raising public awareness about online safety and best practices. This helps empower citizens to protect themselves from cyber threats.

In short, the ICTA in Kenya utilizes cybersecurity tools as a multi:-Pronged approach to safeguard the nation's digital infrastructure, enforce security standards, respond to cyber threats, and promote a culture of cybersecurity awareness.

#### CURRENT STATUS

ICT Authority has two internet breakout points at Treasury and Ardhi which are core to the delivery of these services. These internet break out points are secured each by an Enterprise

Firewall that safeguards the Internet traffic. In addition to these two gateways and as per the ICT infrastructure masterplan, the Authority is implementing two additional internet breakout points; namely Telposta and Mombasa. This is meant to diversify the service routes to the internet, separate the WI-FI traffic from the normal OGN services traffic as well as improve on the reliability of internet service provision and also provide security in redundant mode to mitigate failure rate. The detailed description is as indicated below;

| No | Proposed Site/Location         | Description & Justification  | Quantity                     |
|----|--------------------------------|--|------------------------------|
| 1. | National Treasury              | National Treasury is the current Internet Point of Entry that serves the Government and MCDA's within the CBD and acts as primary site. We have consistent uptime issues when the current single device is switched off, or has functional issues whereby we are forced to bypass it. This automatically exposes the entire GCCN Network and MCDA's traffic to possible cyberthreats and risks as a result on unsecured traffic. This request is meant to provide redundancy and High Availability to the current Firewall, where the devices will operate in dual high availability mode. | Two ( 2)<br>IGW<br>Firewalls |
| 2. | Ardhi House                    | Ardhi is the current Internet Point of Entry that serves the Community and Uppermill area. As describe similarly, we have been having consistent uptime issues whenever the current single device is switched off, undergoes maintenance or has functional issues whereby we are forced to bypass it. This automatically exposes the entire GCCN Network and MCDA's traffic to possible cyberthreats and risks. This request is meant to provide redundancy and High Availability to the current Firewall at Ardhi House, where the devices will operate in dual high availability mode.   | Two ( 2)<br>IGW<br>Firewalls |
| 4. | Mombasa Station (Telkom House) | This is a new Internet Gateway that has been set-up and proposed as link redundancy as the Entire OGN network is upgraded to support the ever increasing need for connectivity.  | Two ( 2)<br>IGW<br>Firewalls |

| No | Proposed Site/Location   | Description & Justification  | Quantity                          |
|----|--|--|-----------------------------------|
| 5  | Konza ICTA Cloud & Government Data Centre Server farm Environment (DMZ /Internal DC Firewalls) | To provide security layer for the ICTA Private Cloud at the Collocated site at Konza Data Centre and at the Government Data Centre.- | 2<br>(DMZ /Internal DC Firewalls) |
| 6  | Firewalls Central Management Appliance   | Central Management Appliance   | 2<br>Firewalls Manager.           |

Summary of the above Tools.

| No. | Security Area   | Requirement   | specification                | Quantity |
|-----|---|---|------------------------------|----------|
| 1.  | Edge/External, Internal Firewalls and Central Management Appliance  | <b>Items 1.</b><br>High Performance Edge (IGW) Firewalls    | As per specification         | 6        |
|     |   | <b>Item 2.</b><br>High Performance Internal (DMZ) Firewalls | As per specification         | 2        |
|     |   | <b>Item 3.</b><br>Firewalls Central Management Appliance    | As per specification         | 2        |
| 2   | OEM Centered Technical Team Solution Training and Knowledge transfer at the EOM offsite location ( Training & Knowledge Transfer to ICTA team (7 Officers)) |   | (7 Officers)                 | Lot      |
| 3   | Professional Service in the Design, Set-Up for High-Availability and clean power needs at the Implementation Sites (Power and UPS already available)        |   | As per the Solution Use Case | Lot      |

### ***Summary of Technical Specifications.***

The Goods and Related Services shall comply with following Technical Specifications and Standards:

**ITEM 1: MANDATORY PASS EVALUATION OF THE HIGH PERFORMANCE  
INTERNET GATEWAY (IGW) FIREWALLS QUANTITY (6)**

| No.                       | Requirement   | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|---------------------------|---|---|--------------------------------------|
| <b>Part 1: FUNCTIONAL</b> |   |   |                                      |
| <b>1</b>                  | <b>Enterprise Grade:</b> The proposed solution MUST be in the Leaders Quadrant of Gartner magic quadrant for enterprise Network security.   |   |                                      |
| <b>2</b>                  | <b>Deployment mode:</b> The firewall Must be capable of being deployed in L2/Virtual Wire/Tap Mode or Layer 3/natting/routed mode   |   |                                      |
| <b>3</b>                  | Vendor must share latest Miercom firewall security results highlighting the below expected outputs; <ul style="list-style-type: none"> <li>• Must have at least 90% Zero Day Malware Prevention Efficacy</li> <li>• Must have less than 5% missed phishing and malicious URL missed detection rate.</li> <li>• Must have at most 0.2% False Positive Malware Detection Rate</li> <li>• Must have at least 90% of exploits blocked by Intrusion prevention system.</li> </ul>  |   |                                      |
| <b>4</b>                  | <b>Deployment mode:</b> The firewall MUST be capable of being deployed in L2/Transparent/inline Mode or Layer 3/natting/routed mode   |   |                                      |
| <b>5</b>                  | <b>Hardware type:</b> The firewall MUST be modular and scalable by adding additional data and network cards based on the traffic requirements   |   |                                      |
| <b>6</b>                  | <b>AI Powered Sandboxing.</b> Advanced threat detection solution that performs dynamic analysis to identify previously unknown malware. The solution MUST provide the ability to Protect against zero-day & unknown malware attacks before static signature protections have been created.  |   |                                      |
| <b>7</b>                  | <b>Modern Malware Protection (Sandboxing).</b> The solution must use a multiple deep learning AI engines to automatically detect and prevent highly advanced malwares. t . The solution should have detection and prevention engines that covers OS-Level and CPU level detection to be able to detect exploits at an earlier stage before they can evade detection. To aid in the defense in-depth strategy, the solution should be aided by AI powered threat intelligence platform for identifying attack patterns |   |                                      |

| No.                                | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|------------------------------------|--|---|--------------------------------------|
|                                    | and thus preventing zero day threats.  |   |                                      |
| 8                                  | <b>High Availability (redundancy)</b> - Solution MUST support Firewall high availability and load sharing with state synchronization. It should also support Active-Active or active-passive configurations.                 |   |                                      |
| 9                                  | <b>User Identity Acquisition:</b> Must be able to acquire user identity by querying LDAP based on security events. MUST be able to acquire user identity from DBMS (Gok IPRS) without any type of agent installed.           |   |                                      |
| 10                                 | <b>Event Logging and Status reporting:</b> The Solution Must support for event logging and generation of custom reports and Capability to forward to a SIEM or syslog server   |   |                                      |
| 11                                 | <b>Licensing and Support:</b> The Bidder will provide Enterprise protection licensing suite, management license with 24/7 support. Licenses MUST be for 3 years. Direct SLA OEM support for 3 years from commissioning date. |   |                                      |
| <b>Part 2: SYSTEM REQUIREMENTS</b> |  |   |                                      |
| 1.<br><br><br><br><br><br><br>2.   | Must have at least 2 x Management RJ45 1/10G interfaces (Management Interfaces)  |   |                                      |
|                                    | Must have at least 8 x 1/10GE SFP+ fiber interface   |   |                                      |
|                                    | Must have at least 4 x 10/25GbE fiber interface card   |   |                                      |
|                                    | Must have at least 2 x 100GE Base QSFP28 interface card  |   |                                      |
|                                    | Must be compatible to standard rack cabinet Enclosures with Network Transceivers fully populated and support Light Out Management  |   |                                      |
|                                    | Must support at least 28 Million Concurrent Sessions   |   |                                      |
|                                    | Must support a maximum of 1 million sessions per second  |   |                                      |
|                                    | Must support at least 32 Gbps of Threat Prevention with Firewall, App Control, URLF, IPS, Anti Malware, DNS Security, Zero-Phishing, Sandboxing and logging enabled  |   |                                      |
|                                    | Must support at least 200 Gbps of firewall throughput  |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | Must support at least 100 Gbps IPS Throughput  |   |                                      |
|     | Must support at least 100 Gbps and inspection NGFW Throughput  |   |                                      |
|     | Must support at least 10Gbps of SSL Inspection encryption and decryption for Threat prevention web mix.  |   |                                      |
|     | Must support ASIC-based technology firewall acceleration for specialized tasks like deep packed inspection and TLS inspection  |   |                                      |
|     | Must support at least 2x 900GB NVMe RAID-1 storage array   |   |                                      |
|     | Must support remote access VPN and Site to site VPN  |   |                                      |
|     | Must support unlimited IPSec site-to-client VPN tunnels  |   |                                      |
|     | IPv6 support for both NAT and Transparent Mode   |   |                                      |
|     | Must have the following licenses included Application Control, IPS, Anti-Bot, Anti-Virus, Anti-Spam, Web Filtering, Advanced DNS Security, Remote Access and Site-to-Site VPN, Zero-phishing, SSL decryption and Sandboxing all managed from a central platform.   |   |                                      |
| 3.  | Support for authentication at the firewall policy level (Local and Remote)   |   |                                      |
|     | Support for RSA SecureID or other Token based products   |   |                                      |
|     | Support for external RADIUS, LDAP and TACACS+ integration for User and Administrator Authentication  |   |                                      |
|     | Must support PKI / Digital Certificate based two-factor Authentication for both Users and Firewall Administrators  |   |                                      |
|     | Must Support all the VPN protocols (DES & 3DES, MD5, SHA-1, SHA-256, Diffie-Hellman Group 1, Group 2, Group 5 & Group 14, IKE v1 , IKE v2 ,AES 128, 192 & 256, IPSec NAT Traversal & Dead Peer Detection, XAuth over RADIUS and RSA SecurID, SSL Web VPN, SSL Two-factor Authentication with Digital Certificates) |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
| 4.  | Solution must support Firewall high availability and load sharing with state synchronization. i.e Active-Active as well as Active-Passive redundancy.  |   |                                      |
|     | The Firewall must support stateful failover for both Firewall and VPN sessions.  |   |                                      |
|     | The HA Architecture Must have the ability for Device Failure Detection and Notification as well as Link Status Monitor   |   |                                      |
|     | Must support static and dynamic routing capabilities. The support must be in ipv4 and ipv6.  |   |                                      |
|     | Must have the capability for automatic link failover with support of up to 10 WAN links. The WAN links SHOULD support continuity of VPN encrypted traffic if the primary ISP/WAN link fails  |   |                                      |
| 5.  | The device must support GUI application, Web browser GUI functionality (HTTP/HTTPS) and CLI (Telnet / SSH) based Management. The gateway and management must be in a distributed set up for efficiency and optimum administrator experience. |   |                                      |
|     | Must have configurable option to define remote access to the Firewall on any interface and restrict the same to a specific IP/Subnet (i.e. Trusted Hosts for Management) and Must allow configuration of stealth rules.                      |   |                                      |
|     | There must be a means of connecting directly to the firewall through a console connection.   |   |                                      |
|     | The device must have SNMPv2c and SNMPv3 support (for sending alerts to NMS/SIEM in case of threats and system failures).   |   |                                      |
|     | Must have Provision to generate automatic notification of events via mails /syslog   |   |                                      |
|     | Provision to send alerts to multiple email recipients  |   |                                      |
|     | Support for role based administration of firewall and Demonstrate ability to restrict an administrator to specific policies.   |   |                                      |
|     | Must support concurrent login of Multiple Administrators.  |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | Must have provision to customize dashboard in 3 <sup>rd</sup> party tools like Grafana to show hardware performance information for monitoring in real time for SOC purposes |   |                                      |
|     | The Firewall must provide a means for exporting the firewall rules set and configuration to multiple usable formats.   |   |                                      |
|     | Must support system software rollback to the previous version after upgrade. The upgrade must be centralized.  |   |                                      |
| 6.  | Must have integrated Network Intrusion Prevention System and Intrusion Detection System as a configuration option.   |   |                                      |
|     | Must have a built-in Signature and protocol Anomalies, application controls and behavior based IPS engines on the same unit  |   |                                      |
|     | Must have protection for all known threat signatures   |   |                                      |
|     | Must be able to prevent denial of service and Distributed Denial of Service attacks.   |   |                                      |
|     | Must support Supports CVE-cross referencing of threats where applicable and must show leadership in Microsoft based CVEs.  |   |                                      |
|     | Must provide the facility to configure different IPS Profiles based on tag categories such as product, vendor, threat year etc   |   |                                      |
|     | Must support granular tuning with option to configure Overrides for individual signatures.   |   |                                      |
|     | MUST Support automatic Attack database updates directly over the internet.   |   |                                      |
|     | MUST Support attack recognition inside IPv6 encapsulated packets.  |   |                                      |
|     | MUST Support user-defined signatures (i.e. Custom Signatures) with Regular Expressions and wildcard objects  |   |                                      |



| No. | Requirement   | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|---|---|--------------------------------------|
|     | IPS MUST be able to detect and prevent protocol misuse, malware communication, tunneling attempts and generic attack types without predefined signatures.                     |   |                                      |
|     | Must include protection type for each protection i.e. (server-related or client related), threat severity, performance impact, confidence level and industry reference.       |   |                                      |
|     | Must be able to perform Quality of Service.   |   |                                      |
|     | Must control IM/P2P applications regardless of port/protocol like Yahoo, MSN, Skype, AOL, ICQ etc.  |   |                                      |
| 7.  | The appliance Must support network antivirus and antibot.   |   |                                      |
|     | Must include DNS Security functionality-  |   |                                      |
|     | Must have option to schedule automatic updates of the new malware pattern using AI powered engines  |   |                                      |
|     | Gateway AV Must be supported for real-time detection and prevention of viruses and malicious code for HTTP, HTTPS, FTP, SMTP, SMTPS, POP3 and IMAP, NNTP and IM               |   |                                      |
|     | Must have configurable policy capability to select what traffic to scan for viruses using AI based engines.   |   |                                      |
|     | Must have option to configure to respond to virus detection with prevent, detect or ask and options to configure active protection based on severity and performance impact.. |   |                                      |
|     | Must have capability to prevent user downloads based on file extension as well as file type.  |   |                                      |
|     | Must have support for background mode for high throughput requirements and hold mode for sensitive traffic.   |   |                                      |
|     | The solution Must be capable of scanning encrypted VPN tunnel traffic originating from the unit for any malware and/or malicious files.                                       |   |                                      |
|     | Must support Antivirus scanning of IPv6 traffic   |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
| 8.  | The solution must be tightly integrated with the cloud threat mitigation in order to make the protection more effective and updated so as to minimize the occurrence of false positives.   |   |                                      |
|     | The solution must have multi-layer of detection process with the malicious code emulation and execution.   |   |                                      |
|     | The solution must be able to inspect the web session to detect and notify the malicious web activity including malicious file downloads through the web/internet.  |   |                                      |
|     | Must support content disarm and reconstruction   |   |                                      |
|     | The proposed solution Must have the ability to analyze, detect and block malware in common file formats including but not limited to executable, JAVA, PDF, MS Office documents, common multimedia contents such as JPEG, QuickTime, MP3 and ZIP/RAR/7ZIP/TNEF archives, asf, chm, com, dll, doc, docx, exe, gif, hip, htm, ico, jar, jpeg, jpg, mov, mps, mp4, pdf, png, ppsx, ppt, pptx, qt, rm, rtf, swf, tiff, url, vbs, vcf, xls, xlsx, bat, cmd, js, wsf, xml, flv, wav, avi, mpg, midi, vcs, lnk, csv, rm to prevent advanced Malware and Zero-day attacks. |   |                                      |
|     | The solution MUST report source IP, destination IP, source port, destination port and complete URL of the attack. The solution must also assign a unique identification number to each identified/detected threat for future reference.  |   |                                      |
|     | The solution MUST detect the entire infection lifecycle and provide stage-by-stage analysis of the attack starting from system exploitation to data exfiltration<br>The threat prevention engines must able to tabulate an attack in mitre attack framework.   |   |                                      |
|     | The solution Must be part of an integrated model therefore it Must interact with other security network element in order to give   |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | full proof detection and correction model rather than having a point product.  |   |                                      |
|     | The solution must be able to detect and report malware by using multiple client environments (operating systems with multiple service pack levels) supporting both x64 and x86 architectures.                              |   |                                      |
|     | The solution Must support logging of important parameters like Source IP, Destination IP, ports, protocol, Domain, time stamp etc. of the malicious web sessions   |   |                                      |
|     | The solution must be based on algorithm, which must be able to detect maximum Malware or rogue elements with each signature.   |   |                                      |
|     | The solution Must have ability to block all outbound call- back communication initiated by the internal clients (infected)   |   |                                      |
| 9.  | The appliance Must facilitate embedded Web Content Filtering feature   |   |                                      |
|     | Web content filtering solution Must work independently without the need to integrate with External proxy server.   |   |                                      |
|     | Must have facility to block URL' based on categories. Must support HTTP and HTTPS based traffic.   |   |                                      |
|     | Must be able to block different categories/sites based on User Authentication.   |   |                                      |
|     | Must have configurable parameters to block/allow uncategorized sites.  |   |                                      |
|     | Must have configurable capabilities to allow/deny access to web sites in case if the URL categorization service is unavailable   |   |                                      |
|     | Must have capability to customize the "Blocked Webpage Message" information displayed to end users   |   |                                      |
|     | Must have facility to schedule the configurations so that non-work related sites are blocked during office hours and allow access to all sites except harmful sites during non-office hrs. Must also have time-based quota |   |                                      |
|     | The solution Must have capabilities to block java applets, ActiveX , and other   |   |                                      |

| No. | Requirement   | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|---|---|--------------------------------------|
|     | active scripts  |   |                                      |
|     | The solution Must be able to block URLs hosting spywares, adware's  |   |                                      |
|     | Must have configurable policy options to define the URL exempt list   |   |                                      |
|     | The platform must use a security-hardened, purpose-built operating system, and Must support the deployment option in NGFW mode.   |   |                                      |
|     | The platform Must use hardware acceleration to optimize the packet, encryption/decryption and application level content processing.   |   |                                      |
|     | <b>Licensing:</b> Must be per device for 3 Years  |   |                                      |
|     | Solution must have an option to Check compliance with every policy change for all Network Security Software Blades  |   |                                      |
|     | Must have support for HTTP/HTTPS proxy  |   |                                      |
|     | Must provide integrations to different security sensors and tools together to collect, coordinate, and respond to malicious behavior anywhere it occurs on your network in real time including 3rd party security products through technology partnership or rich APIs. |   |                                      |
|     | Support centralized single management of the proposed firewall Appliances   |   |                                      |
|     | Solution must provide the ability to log in tickets with the OEM for support.. A set of changes on the security policy must be automatically associated to a session in order to achieve proper accountability and documentation  |   |                                      |
|     | MUST Support centralized software upgrades and security updates for the managed devices   |   |                                      |
|     | MUST Support Hierarchical Objects Database, reuse of common configurations and Cloud and datacenter Objects integration.  |   |                                      |
|     | MUST support automated device discovery support and maintain policies on same device types  |   |                                      |

| No.  | Requirement   | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|--|---|---|--------------------------------------|
|  | Must support granular device and role based administration for large enterprises and multi-tenancy deployments  |   |                                      |
|  | Support centralized SD-WAN provisioning and monitoring  |   |                                      |
|  | Must support automated templates and scripts for device provisioning automation and policy installation. Must also include Gen AI assistant to aid in operational tasks.  |   |                                      |
|  | Solution must include an internal x.509 CA (Certificate Authority) that can generate certificates to gateways and users to allow easy authentication on VPNs  |   |                                      |
|  | Solution must be supplied with a dedicated management solution that support concurrent administration without session locking. Must support peer review of policies before publishing and installation.   |   |                                      |
|  | Must include AI powered tools for providing policy audit and policy insights in real time.  |   |                                      |
| <b>Part 3: SERVICE LEVEL AGREEMENT (SLA)</b> |   |   |                                      |
| 1.   | SLA - 3 Years' Service Level Agreement (Attach sample SLA which must include proposed routine services/activities, contacts of key personnel with escalation matrix and response & resolution times for various issues reported).<br>It is to be noted that the first twelve months after commissioning forms the warranty for works period. The SLA becomes effective after the expiry of the warranty for works period. |   |                                      |

**ITEM 2: MANDATORY PASS EVALUATION FOR THE INTERNAL DMZ FIREWALL (QUANTITY 2)**

The Goods and Related Services shall comply with following Technical Specifications and Standards:

- Bidders must pass all the Mandatory Pass Evaluation criteria to qualify for graded score criteria. Bidders that fail a single Functionality criterion item will not qualify for score criteria.

| No.                       | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|---------------------------|--|---|--------------------------------------|
| <b>Part 1: FUNCTIONAL</b> |  |   |                                      |
| <b>1</b>                  | <b>Enterprise Grade:</b> The proposed solution must be in the leadership positions in enterprise firewall, UTM firewalls and intrusion prevention based on independent security industry data. Solution must be in Gartner's Leadership Quadrant.  |   |                                      |
| <b>2</b>                  | <b>Deployment mode:</b> The firewall must be capable of being deployed in L2/Virtual Wire/Tap Mode or Layer 3/natting/routed mode  |   |                                      |
| <b>3</b>                  | Vendor must share latest Miercom firewall security results highlighting the below expected outputs; <ul style="list-style-type: none"> <li>• Must have at least 90% Zero Day Malware Prevention Efficacy</li> <li>• Must have less than 5 missed phishing and malicious URL missed detections.</li> <li>• Must have at most 0.2% False Positive Malware Detection Rate</li> </ul> Must have at least 90% of exploits blocked by Intrusion prevention system. |   |                                      |
| <b>4</b>                  | <b>Hardware type:</b> Solution must support Auto-Scaling. Solution must support more Mix and Match different appliances in the same security group. Solution must support Dynamic allocation   |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | of resources between multiple security groups in real-time. Solution must support scale up with zero configuration and be fully operational. Solution must provide a linear performance growth incase more processing power is needed in future..  |   |                                      |
| 5   | <b>Reporting:</b> Availability of system and custom reports. At a minimum the following reports shall be extracted: - domains, users, applications, threats, sources, destinations, vulnerabilities detected, intrusions prevented. The device should have report generation functionality without the need of having additional modules provisioned.                        |   |                                      |
| 6   | <b>Network monitoring &amp; visibility:</b> Solution Must provide real time visibility of inbound and outbound traffic. Visibility shall be granular to the extent of obtaining per user and/or application visibility. Additionally, the solution shall provide real time monitoring and logging of events displayed through status dashboard.                              |   |                                      |
| 7   | <b>High availability (redundancy)</b> - The devices must be capable of Active-Active or active-passive configurations with a dedicated HA port interface.  |   |                                      |
| 8   | <b>AI Powered Sandboxing.</b> Must have Advanced threat detection solution that performs dynamic analysis to identify previously unknown malware. The solution MUST provide the ability to Protect against zero-day & unknown malware attacks before static signature protections have been created.   |   |                                      |
| 9   | <b>Web filtering and URL filtering:</b> The solution must use inline deep learning technology to analyze URLs in real time and classify them into benign or malicious categories. The URL filtering should be industry leading in terms of phishing protection. URL Filtering should also be able to block users from submitting corporate credentials to sites not allowed. |   |                                      |
| 10  | <b>Application Control:</b> Must be capable of Creating policies to allow, deny, or restrict access to applications or entire categories of applications. The solution should use decoders for known protocols to apply context-based signatures to detect other applications that may be tunneling inside of the protocol.  |   |                                      |
| 11  | <b>Intrusion prevention system (IPS):</b> Must have Real-time threat intelligence updates to block and prevent advanced cyber threats. The   |   |                                      |

| No.                                | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|------------------------------------|--|---|--------------------------------------|
|                                    | solution should use stream based scanning to inspect traffic as soon as the first packets of the file are received and eliminate the threat.   |   |                                      |
| 12                                 | <b>Cyber Intelligence Feeds:</b> Must support ability import feeds to the security gateway and applied to policies automatically to aid on automated remediation of NOC/SOC tasks. Custom CSV and structured threat information expression (STIX) formats must be supported  |   |                                      |
| 13                                 | <b>Advanced malware protection:</b> The solution must provide the ability to Protect against zero-day & unknown malware attacks before static signature protections have been created.   |   |                                      |
| 14                                 | <b>Indicators of compromise(IOC):</b> Must have Automated breach defense system that continuously monitors network for attacks, vulnerabilities, and persistent threats. Protection against legitimate threats, guarding customer data and defending against fraudulent access, malware, and breaches. Detect and prevent fraud from compromised devices or accounts |   |                                      |
| 15                                 | <b>Modern Malware Protection (Sandboxing).</b> The solution should use a multiple deep learning AI engines to automatically detect and prevent highly advanced malwares. t .   |   |                                      |
| 16                                 | <b>User Identity Acquisition:</b> Must be able to acquire user identity by querying LDAP based on security events. Must be able to acquire user identity from DBMS (e.g., Active Directory) without any type of agent installed.   |   |                                      |
| 17                                 | <b>Event Logging and Status reporting:</b> Must Support for event logging and generation of custom reports. Capability to forward to a SIEM or syslog server   |   |                                      |
| 18                                 | <b>Licensing and Support:</b> Enterprise protection licensing suite, management license with 24/7 support. Licenses MUST be for 3 years. Direct SLA OEM support for 3 years from commissioning date.   |   |                                      |
| <b>Part 2: SYSTEM REQUIREMENTS</b> |  |   |                                      |
|                                    | Must have at least 2 SFP/SFP+ interfaces (Management Interfaces)   |   |                                      |
|                                    | Must have at least 4 x 25GbE SFP+ interfaces   |   |                                      |



| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
| 1   | Must have at least 8 x 1G/10GE SFP+  |   |                                      |
|     | Must have at least 2 x 40G/100G QSFP+/QSFP28   |   |                                      |
|     | Must be compatible with cabinet Enclosure with Network Transceivers fully populated and support Light Out Management   |   |                                      |
|     | Must support at least 40 Million Concurrent Sessions.  |   |                                      |
|     | Must support at least 1.2 Million connections sessions per second.   |   |                                      |
|     | Must support at least 150 Gbps of NGFW throughput and scalable to at least 700 Gbps of NGTP throughput.  |   |                                      |
|     | Must support at least 50 Gbps Threat Prevention Throughput.  |   |                                      |
|     | Must support at least 400 Gbps of Firewall Throughput.   |   |                                      |
|     | Must support at least 20Gbps of TLS Inspection encryption and decryption   |   |                                      |
|     | Must support at least 2 - 960GB SSD NVMe.  |   |                                      |
|     | The solution must support terminating of SSL VPN using a web browser or Layer 3 VPN Tunnel. Layer 3 VPN must be client based and must support windows, Linux, iOS, Android, ChromeOS and MacOS.                |   |                                      |
|     | Must support at least unlimited IPSec site-to-client VPN tunnels   |   |                                      |
|     | Must support IPv6 support for both NAT and Transparent Mode  |   |                                      |
|     | Must have the following licenses included intrusion protection, application control, SD WAN, Zero Phishing, DNS Security, URL filtering, Anti-Bot, Anti-Virus, Sandboxing all managed from a central platform. |   |                                      |
|     | Support for authentication at the firewall policy level (Local and Remote)   |   |                                      |
|     | Support for RSA SecureID or other Token based products   |   |                                      |
|     | Support for external RADIUS, LDAP and TACACS+ integration for User and Administrator Authentication  |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
| 2   | Must support PKI / Digital Certificate based two-factor Authentication for both Users and Firewall Administrators  |   |                                      |
|     | Must Support all the VPN protocols (DES & 3DES, MD5, SHA-1, SHA-256, Diffie-Hellman Group 1, Group 2, Group 5 & Group 14, IKE v1 , IKE v2 ,AES 128, 192 & 256, IPSec NAT Traversal & Dead Peer Detection, XAuth over RADIUS and RSA SecurID, SSL Web VPN, SSL Two-factor Authentication with Digital Certificates) |   |                                      |
| 3   | Solution must support Firewall high availability and load sharing with state synchronization. i.e Active-Active as well as Active-Passive redundancy.  |   |                                      |
|     | Solution must support Firewall high availability and load sharing with state synchronization. i.e Active-Active as well as Active-Passive redundancy.  |   |                                      |
|     | The Firewall must support stateful failover for both Firewall and VPN sessions.  |   |                                      |
|     | The HA Architecture Must have the ability for Device Failure Detection and Notification as well as Link Status Monitor   |   |                                      |
|     | Must support static and dynamic routing capabilities. MUST be supported in ipv4 and ipv6.  |   |                                      |
|     | Must have the capability for automatic link failover   |   |                                      |
| 4.  | The device must support GUI application, Web browser GUI functionality (HTTP/HTTPS) and CLI (Telnet / SSH) based Management. The gateway and management must in a distributed set up for efficiency and optimum administrator experience.  |   |                                      |
|     | Must have configurable option to define remote access to the Firewall on any interface and restrict the same to a specific IP/Subnet (i.e. Trusted Hosts for Management). Must include configuration of stealth rules.   |   |                                      |
|     | There must be a means of connecting directly to the firewall through a console connection through lights out management functionality  |   |                                      |
|     | The device must have SNMPv2c and SNMPv3 support (for sending alerts to   |   |                                      |

| No. | Requirement   | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|---|---|--------------------------------------|
|     | NMS/SIEM in case of threats and system failures).   |   |                                      |
|     | Must provide Provision to generate automatic notification of events via mails /syslog   |   |                                      |
|     | Must provide Provision to send alerts to multiple email recipients  |   |                                      |
|     | Must Support for role based administration of firewall. Demonstrate an ability to restrict an administrator to a specific policy.   |   |                                      |
|     | Must support concurrent login of Multiple Administrators.   |   |                                      |
|     | Must have provision to customize dashboard in 3 <sup>rd</sup> party tools like Grafana to show hardware performance information for monitoring in real time for SOC purposes. |   |                                      |
|     | The Firewall must provide a means for exporting the firewall rules set and configuration to a multiple usable formats. List the formats supported.                            |   |                                      |
|     | Must Support for Image upgrade via FTP, GUI Dashboard, TFTP and Web UI. The upgrade must be centralized   |   |                                      |
|     | Must support system software rollback to the previous version after upgrade.  |   |                                      |
| 5.  | Must have integrated Network Intrusion Prevention System and Intrusion Detection System as a configuration option.  |   |                                      |
|     | Must have a built-in Signature and protocol Anomalies, application controls and behavior based IPS engines on the same unit   |   |                                      |
|     | Must have protection for all known threat signatures  |   |                                      |
|     | Must be able to prevent denial of service and Distributed Denial of Service attacks.  |   |                                      |
|     | Supports CVE-cross referencing of threats where applicable. Must show leadership in Microsoft based CVEs  |   |                                      |
|     | Must provide the facility to configure different IPS Profiles based on tag  |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | categories such as product, vendor, threat year etc.   |   |                                      |
|     | Must support granular tuning with option to configure Overrides for individual signatures.   |   |                                      |
|     | Supports automatic Attack database updates directly over the internet.   |   |                                      |
|     | Supports attack recognition inside IPv6 encapsulated packets.  |   |                                      |
|     | Supports user-defined signatures (i.e. Custom Signatures) with Regular Expressions. Must support wildcard objects.   |   |                                      |
|     | Must have a mechanism to convert SNORT signatures.   |   |                                      |
|     | Must include protection type (server related or client related ), threat severity, performance impact, confidence level and industry reference                               |   |                                      |
|     | Must be able to perform Quality of Service.  |   |                                      |
|     | Must control popular IM/P2P applications regardless of port/protocol like Yahoo, MSN, Skype, AOL, ICQ etc.   |   |                                      |
|     | The appliance Must support network antivirus and antibot.  |   |                                      |
|     | Must include DNS Security-   |   |                                      |
| 6.  | Must have option to schedule automatic updates of the new malware pattern using AI powered engines.  |   |                                      |
|     | Gateway AV Must be supported for real-time detection and prevention of viruses and malicious code for HTTP, HTTPS, FTP, SMTP, SMTPS, POP3 and IMAP, NNTP and IM              |   |                                      |
|     | Must have configurable policy options to select what traffic to scan for viruses   |   |                                      |
|     | Must have option to configure to respond to virus detection with prevent, detect or ask and options to configure active protection based on severity and performance impact. |   |                                      |
|     | Must have options to prevent user  |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | downloads based on file extension as well as file type.  |   |                                      |
|     | Must have support for background mode for high throughput requirements and hold mode for sensitive traffic   |   |                                      |
|     | The solution Must be capable of scanning encrypted VPN tunnel traffic originating from the unit for any malware and/or malicious files   |   |                                      |
|     | Must support Antivirus scanning of IPv6 traffic  |   |                                      |
|     | The solution must be tightly integrated with the cloud threat mitigation in order to make the protection more effective and updated so as to minimize the occurrence of false positives.   |   |                                      |
|     | The solution must have multi-layer of detection process with the malicious code emulation and execution.   |   |                                      |
| 7.  | The solution must be able to inspect the web session to detect and notify the malicious web activity including malicious file downloads through the web/internet.  |   |                                      |
|     | The solution must support content disarm and reconstruction.   |   |                                      |
|     | The proposed solution Must have the ability to analyze, detect and block malware in common file formats including but not limited to executable, JAVA, PDF, MS Office documents, common multimedia contents such as JPEG, QuickTime, MP3 and ZIP/RAR/7ZIP/TNEF archives, asf, chm, com, dll, doc, docx, exe, gif, hip, htm, ico, jar, jpeg, jpg, mov, mps, mp4, pdf, png, ppsx, ppt, pptx, qt, rm, rtf, swf, tiff, url, vbs, vcf, xls, xlsx, bat, cmd, js, wsf, xml, flv, wav, avi, mpg, midi, vcs, lnk, csv, rm to prevent advanced Malware and Zero-day attacks. |   |                                      |
|     | The solution MUST report source IP, destination IP, source port, destination port and complete URL of the attack. The solution must also assign a unique identification number to each identified/detected threat for future reference.  |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | The solution shall detect the entire infection lifecycle and provide stage-by-stage analysis of the attack starting from system exploitation to data exfiltration. The threat prevention engines must be able to tabulate an attack in mitre attack framework. |   |                                      |
|     | The solution Must be part of an integrated model therefore it Must interact with other security network element in order to give full proof detection and correction model rather than having a point product.   |   |                                      |
|     | The solution must be able to detect and report malware by using multiple client environments (operating systems with multiple service pack levels) supporting both x64 and x86 architectures.  |   |                                      |
|     | The solution Must support logging of important parameters like Source IP, Destination IP, ports, protocol, Domain, time stamp etc. of the malicious web sessions   |   |                                      |
|     | The solution must be based on algorithm, which must be able to detect maximum Malware or rogue elements with each signature.   |   |                                      |
|     | The solution Must have ability to block all outbound call- back communication initiated by the internal clients (infected)   |   |                                      |
|     | The appliance Must facilitate embedded Web Content Filtering feature Must support HTTP/3 protocol over QUIC transport for network security, threat prevention and sandboxing   |   |                                      |
|     | Web content filtering solution Must work independently without the need to integrate with External proxy server.   |   |                                      |
|     | Must have facility to block URL' based on categories. Must support HTTP and HTTPS based traffic.   |   |                                      |
|     | Must be able to block different categories/sites based on User Authentication.   |   |                                      |
|     | Must have configurable parameters to block/allow any site.   |   |                                      |
|     | Must have configurable options to allow/deny access to web sites in case if the URL categorization service is  |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
| 8   | unavailable  |   |                                      |
|     | Must have options to customize the “Blocked Webpage Message” information displayed to end users  |   |                                      |
|     | Must have facility to schedule the configurations so that non-work related sites are blocked during office hours and allow access to all sites except harmful sites during non-office hrs. Must also have time-based quota       |   |                                      |
|     | The solution Must have options to block java applets, ActiveX , and other active scripts   |   |                                      |
|     | The solution Must be able to block URLs hosting spywares, adware’s   |   |                                      |
|     | Must have configurable policy options to define the URL exempt list  |   |                                      |
|     | The platform must use a security-hardened, purpose-built operating system, and Must support the deployment option either as security gateway or security management or both.   |   |                                      |
|     | The platform Must use hardware acceleration to enable deep packet inspection and provide boost in TLS inspection.  |   |                                      |
|     | <b>Licensing:</b> Must be per device for 3 Years   |   |                                      |
|     | Solution must have an option to Check compliance with every policy change for all Network Security Software Blades   |   |                                      |
|     | Must have support for HTTP/HTTPs Proxy   |   |                                      |
|     | Must provide integrations to different security sensors and tools together to collect, coordinate, and respond to malicious behavior anywhere it occurs on your network in real time including 3rd party security products       |   |                                      |
|     | Support centralized single management of the proposed firewall Appliances  |   |                                      |
|     | Solution must provide the ability to log in tickets with the OEM for support.. A set of changes on the security policy must be automatically associated to a session in order to achieve proper accountability and documentation |   |                                      |

| No. | Requirement   | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|---|---|--------------------------------------|
|     | MUST Support centralized software upgrades and security updates for the managed devices   |   |                                      |
|     | MUST Support Hierarchical Objects Database, reuse of common configurations and Cloud Objects integration.   |   |                                      |
|     | MUST support automated device discovery support and maintain policies on same device types  |   |                                      |
|     | Must support granular device and role based administration for large enterprises and multi-tenancy deployments  |   |                                      |
|     | Support centralized SD-WAN provisioning and monitoring  |   |                                      |
|     | Must support automated templates and scripts for device provisioning automation and policy installation with JSON APIs or XML API, to reduce your management burden and operational costs               |   |                                      |
|     | Solution must include an internal x.509 CA (Certificate Authority) that can generate certificates to gateways and users to allow easy authentication on VPNs  |   |                                      |
|     | Solution must be supplied with a dedicated management solution that support concurrent administration without session locking. Must support peer review of policies before publishing and installation. |   |                                      |
|     | The platform must use a security-hardened, purpose-built operating system, and Must support the deployment option in security gateway, security management or both.                                     |   |                                      |
|     | The platform Must use hardware acceleration to allow deep packet inspection and boost TLS inspection performance.   |   |                                      |
| 9   | Licensing: Must be per device for 3 years   |   |                                      |
| 10  | Must have support for HTTP/HTTPS Proxy  |   |                                      |
| 11  | Must provide integrations to different security sensors and tools together to collect, coordinate, and respond to   |   |                                      |



| No.  | Requirement   | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|--|---|---|--------------------------------------|
|  | malicious behavior anywhere it occurs on your network in real time including 3rd party security products through technology partnerships and rich APIs.   |   |                                      |
| 12   | Support centralized management of the proposed firewall Appliances  |   |                                      |
| 13   | Support centralized software upgrades and security updates for the managed devices  |   |                                      |
| 14   | Support Hierarchical Objects Database, reuse of common configurations   |   |                                      |
| 15   | Support automated device discovery support and maintain policies on same device types   |   |                                      |
| 16   | Support granular device and role based administration for large enterprises and multi-tenancy deployments   |   |                                      |
| 17   | Support centralized SD-WAN provisioning and monitoring  |   |                                      |
| 18   | Must support automated templates and scripts for device provisioning automation and policy installation. Must also include Gen AI assistant to aid in operational tasks.  |   |                                      |
| 19   | Must support AI tools for providing policy auditing and policy insights in real time.   |   |                                      |
| 20   | SLA - 3 Years' Service Level Agreement (Attach sample SLA which must include proposed routine services/activities, contacts of key personnel with escalation matrix and response & resolution times for various issues reported).<br>It is to be noted that the first twelve months after commissioning forms the warranty for works period. The SLA becomes effective after the expiry of the warranty for works period. |   |                                      |
| <b>Part 3: SERVICE LEVEL AGREEMENT (SLA)</b> |   |   |                                      |
| 1.   | SLA - 3 Years' Service Level Agreement (Attach sample SLA which must include proposed routine services/activities, contacts   |   |                                      |

| No. | Requirement  | Description of Specifications offered (Including Page No. in Technical literature and Data sheets where the specifications are reflected) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
|     | of key personnel with escalation matrix and response & resolution times for various issues reported). It is to be noted that the first twelve months after commissioning forms the warranty for works period. The SLA becomes effective after the expiry of the warranty for works period. |   |                                      |

**ITEM 3: MANDATORY PASS EVALUATION FOR THE FIREWALL  
CENTRAL MANAGEMENT APPLIANCE: QUANTITY TWO (2)**

- The below Checklist shall form part of the preliminary mandatory technical functionality compliance Checklist that Bidders must respond to in the given format for the functionality of the Items under this Procurement;
- Bidders must pass all the Mandatory Pass Evaluation criteria to qualify for graded score criteria. Bidders that fail a single Functionality criterion item will not qualify for score criteria

| No. | Requirement  | Description of specifications offered (including page no. in Technical literature where specifications is reflected.) | Compliance of Specification (YES/NO) |
|-----|--|---|--------------------------------------|
| 1.  | Solution must be able to segment the rule base in a sub-layers structure in which only relevant traffic is being forwarded to relevant segment |   |                                      |

| <b>No.</b> | <b>Requirement</b>   | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|--|--|---|
| 2.         | Solution must be able to segment the rule base in favor of delegation of duties in which changes in one segment will not affect other segments   |  |   |
| 3.         | Solution must be able to segment the rule base in a layered structure including inline layers.   |  |   |
| 4.         | Solution must be able to segment the rule base to allow structure flexibility to align with dynamic networks   |  |   |
| 5.         | Solution must be able to re-use segment of the rule base (e.g. use same segment of rules on different policy packages)   |  |   |
| 6.         | Solution must have the granularity of administrators that works on parallel on same policy without interfering each other The administrator must have visibility on what each other is doing before/without installing the policy first. |  |   |
| 7.         | Solution must integrate logs, audit logs in one console to have context while working on the security policy   |  |   |
| 8.         | Solution must be able to install threat related protections and access related rules separately in order to allow managing it by separate teams  |  |   |
| 9.         | Must support AI based tooling for collaborated and automated threat prevention.  |  |   |
| 10.        | Security management application must support role based administrator accounts. For instance roles for firewall policy management only or role for log viewing only  |  |   |
| 11.        | Solution must include a Certificate-based encrypted secure communications channel among all vendor distributed components belonging to a single management domain  |  |   |
| 12.        | Solution must include an internal x.509 CA (Certificate Authority) that can generate certificates to gateways and users to allow easy authentication on VPNs   |  |   |
| 13.        | Solution must include the ability to use external CAs, that supports PKCS#12, CAPI or Entrust standards  |  |   |
| 14.        | All security applications must be managed from the central console   |  |   |
| 15.        | The management must provide a security rule hit counter in the security policy   |  |   |

| <b>No.</b> | <b>Requirement</b>  | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|---|--|---|
| 16.        | Solution must include a search option to be able to easily query which network object contain a specific IP or part of it.  |  |   |
| 17.        | Solution must include the option to segment the rule base using labels or section titles to better organize the policy  |  |   |
| 18.        | Solution must provide the option to save the entire policy or specific part of the policy   |  |   |
| 19.        | Solution must have a security policy verification mechanism prior to policy installation  |  |   |
| 20.        | Support Concurrent Security Policy installation   |  |   |
| 21.        | Solution must have a security policy revision control mechanism   |  |   |
| 22.        | Solution must provide the option to add management high availability, using a standby management server that is automatically synchronized with the active one, without the need for an external storage device |  |   |
| 23.        | Solution must include the ability to centrally distribute and apply new gateway software versions   |  |   |
| 24.        | Solution must include a tool to centrally manage licenses of all gateways controlled by the management station  |  |   |
| 25.        | Solution must have the capabilities for multi-domain management and support the concept of global security policy across domains  |  |   |
| 26.        | The management GUI should have the ability to easily exclude IP address from the IPS signature definition   |  |   |
| 27.        | The Log Viewer should have the ability to easily exclude IP address from the IPS logs when detected as false positive   |  |   |
| 28.        | The management GUI should have the ability to easily get to IPS signature definition from the IPS logs  |  |   |
| 29.        | The Log Viewer should have the ability view all of the security logs (fw,IPS ,urlf) in one view pane (helpful when troubleshooting connectivity problem for one IP address)                                     |  |   |
| 30.        | The Log Viewer should have the ability in the log viewer to create filter using the predefined objects (hosts ,network, groups, users...)   |  |   |

| <b>No.</b> | <b>Requirement</b>   | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|--|--|---|
| 31.        | Must AI tooling for optimizing policies and ensure zero trust.   |  |   |
| 32.        | Solution must combine policy configuration and log analysis in a single pane, in order to avoid mistakes and achieve confidence of the change.   |  |   |
| 33.        | Policy management solution must provide logs of similar rules to the user as he creates or modifies rules (= content logs)   |  |   |
| 34.        | Solution GUI must provide easy navigation between hundreds of policies, each containing up to 1 million objects. Jumps between sub-policies and section titles must be provided as well as comprehensive search.   |  |   |
| 35.        | Policy management must provide search of rules by packets, even without having logs of that packet in the system. Search should be integrated in the same pane as the policy configuration and return all results within few seconds.                          |  |   |
| 36.        | Security management solution must provide lookup of all references to any given network object in all of its policies and settings (= where used).   |  |   |
| 37.        | Solution must provide ability to enable purchase to log in tickets with the OEM built-in ticket management. A set of changes on the security policy must be automatically associated to a session in order to achieve proper accountability and documentation. |  |   |
| 38.        | Security management server must self-contain all validations, triggers and business processes in order to provide stable and reliable service for any user-defined client that is operating through its API.   |  |   |
| 39.        | Security management must provide set of built-in security best practices which provide automatic score for various security regulations  |  |   |
| 40.        | Security management must have option to alert users on possible misconfiguration in a central place, while still provide them a way to add exceptions to these possible misconfigurations  |  |   |
| 41.        | User should provide NAT details for a network object in the scope of the network object. The inferred NAT rules should be added automatically to the NAT policy.   |  |   |

| <b>No.</b> | <b>Requirement</b>  | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|---|--|---|
| 42.        | Must support gen AI assistant to aid in operational tasks.  |  |   |
| 43.        | Security gateway should inspect network traffic, application context and data & content within 1 rule.  |  |   |
| 44.        | IPS system should provide automatic actions on IPS Protections based on the user's definitions of his critical assets (= IPS tags)  |  |   |
| 45.        | IPS system should provide intelligent profiles in three levels in the axis of security vs. throughput. User can choose to enable granular protections or instead to choose one of the intelligent profiles. |  |   |
| 46.        | Security management GUI must have same design language and capabilities in its single-domain as well as its multi-domain deployment.  |  |   |
| 47.        | Security management must support automatic live synchronizations of its domains in high-availability deployment.  |  |   |
| 48.        | Built-in SIEM system should have complete customization of overviews and reports generation for every logged event in every security field.   |  |   |
| 49.        | Built-in SIEM system must have drill-down from the high-level security event to the granular logs that composed it.   |  |   |
| 50.        | Support for multiple TACACS servers to utilize redundancy for administrators authentication   |  |   |
| 51.        | Changes Report - Generate a report that lists the changes between two revisions or lists the changes performed during a private session.  |  |   |
| 52.        | Support administrators to view, add and delete licenses through the GUI.  |  |   |
| 53.        | Support for private and public cloud configuration .  |  |   |
| 54.        | Management system must support SAML log in  |  |   |
| 55.        | The solution should have Logging & Monitoring capability.The central logging must be part of the  |  |   |

| <b>No.</b> | <b>Requirement</b>   | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|--|--|---|
|            | management system. Alternatively administrators can install dedicated Log Servers  |  |   |
| 56.        | Solution must provide the option to run on the management server or on a dedicated server  |  |   |
| 57.        | Solution must be able to run on an X86 based open servers listed on a hardware compatibility list  |  |   |
| 58.        | Solution must have the ability to log all rules (+100k logs/sec)   |  |   |
| 59.        | Log viewer must have an indexed search capability  |  |   |
| 60.        | Solution must have the ability to log all integrated security applications on the gateway including IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot, Anti – Spam, User Identity, Data Loss Prevention, Remote Access etc |  |   |
| 61.        | Solution must include an automatic packet capture mechanism for IPS events to provide better forensic analysis   |  |   |
| 62.        | Solution must provide different logs for regular user activity and management related logs   |  |   |
| 63.        | Solution must be able to move from security log record to the policy rule with one mouse click.  |  |   |
| 64.        | For each match rule or type of event Solution must provide at least the following event options: Log, alert, SNMP trap, email and execute a user defined script  |  |   |
| 65.        | The logs must have a secure channel to transfer logging to prevent eavesdropping, Solution must be authenticated and encrypted   |  |   |
| 66.        | The logs must be securely transferred between the gateway and the management or the dedicated log server and the log viewer console in the administrator's PC  |  |   |
| 67.        | Solution must include the option to identify a rule base directly from the logs and perform action on them.  |  |   |
| 68.        | Solution must support exporting logs in multiple format. List the formats supported  |  |   |

| <b>No.</b> | <b>Requirement</b>  | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|---|--|---|
| 69.        | Solution must support automatic log triggers when an event is detected  |  |   |
| 70.        | Solution must support adding exceptions to IPS enforcement from the log record  |  |   |
| 71.        | Solution must be able to associate a username and machine name to each log record   |  |   |
| 72.        | Solution must include a fully integrated governance risk and compliance solution.   |  |   |
| 73.        | Solution must provide the following system information for each gateway: OS, CPU usage, memory usage, all disk partitions and % of free hard disk space. Should provide option to utilization 3 <sup>rd</sup> party tools like Grafana.   |  |   |
| 74.        | Solution must provide the status of each gateway components (i.e. firewall, vpn, cluster, antivirus, etc)   |  |   |
| 75.        | Solution must include the status of all VPN tunnels, site-to-site and client-to-site  |  |   |
| 76.        | Solution must include customizable threshold setting to take actions when a certain threshold is reached on a gateway. Actions must include: Log, alert, send an SNMP trap, send an email and execute a user defined alert  |  |   |
| 77.        | Solution must include preconfigured graphs to monitor the evolution in time of traffic and system counters: top security rules, top P2P users, vpn tunnels, network traffic and other useful information. Solution must provide the option to generate new customized graphs with different chart types |  |   |
| 78.        | Solution must include the option to record traffic and system views to a file for later viewing at any time   |  |   |
| 79.        | Solution must be able to recognize malfunctions and connectivity problems, between two points connected through a VPN, and log and alert when the VPN tunnel is down  |  |   |
| 80.        | Support API for log queries to fetch logs through API. Use a single API management command to query for logs or statistics.   |  |   |
| 81.        | Support Export logs with a timestamp of milliseconds, to construct a chain of events more easily and efficiently.   |  |   |



| <b>No.</b> | <b>Requirement</b>   | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|--|--|---|
| 82.        | Support Log attachment API to automatically fetch log attachments with Log Exporter, or API for logs.  |  |   |
| 83.        | IPS and Anti-Bot should include MITRE ATT&CK tabulation  |  |   |
| 84.        | Support Dynamic log distribution   |  |   |
| 85.        | Event Correlation and Reporting capabilities.  |  |   |
| 86.        | Solution must provide robust AI capability to analyze existing policies and provide recommendation for tightening security posture.  |  |   |
| 87.        | Solution must include a tool to correlate events from all the gateway features and third party devices   |  |   |
| 88.        | Solution must allow the creation of filters based on any characteristic of the event such as security application, source and destination IP, service, event type, event severity attack name, country of origin and destination, etc. |  |   |
| 89.        | The application must have a mechanism to assign these filters to different graph lines that are updated in regular intervals showing all events that matches that filter. Allowing the operator to focus on the most important events  |  |   |
| 90.        | The event correlation application must supply a graphical view events based on time  |  |   |
| 91.        | Solution must show the distribution of events per country on a map   |  |   |
| 92.        | Solution must allow the administrator to group events based on any of its characteristics, including many nesting levels and export to PDF   |  |   |
| 93.        | Solution must include the option to search inside the list of events, drill down into details for research and forensics.  |  |   |
| 94.        | It the event list view Solution must include the option to automatically generate small graphs or tables with the event, source and destination distribution   |  |   |
| 95.        | Solution must detect Denial of Service attacks correlating events from all sources   |  |   |

| <b>No.</b> | <b>Requirement</b>  | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|---|--|---|
| 96.        | Solution must detect an administrator login at irregular hour   |  |   |
| 97.        | Solution must detect credential guessing attacks by creating related events.  |  |   |
| 98.        | Solution must report on all security policy installations   |  |   |
| 99.        | Solution must include predefined hourly, daily, weekly and monthly reports. Including at least Top events, Top sources, Top destinations, Top services, Top sources and their top events, Top destinations and their top events and Top services and their top events       |  |   |
| 100.       | The reporting tool must support at least 25 filters that allow to customize a predefined report to be closest to administrator's needs  |  |   |
| 101.       | Solution must support automatic reports scheduling for information that need to extract on regular basis (daily, weekly, and monthly). Solution must also allow the administrator to define the date and time that reporting system begins to generate the scheduled report |  |   |
| 102.       | Solution must support the following reports formats: PDF & Excel  |  |   |
| 103.       | Solution must support automatic report distribution by email, upload to FTP/Web server and an external custom report distribution script  |  |   |
| 104.       | Must support ability to Share views and reports with other administrators.  |  |   |
| 105.       | Must support Ability to export Logs.  |  |   |
| 106.       | Export logs filtered according to field values.   |  |   |
| 107.       | Generate SIEM compatible Threat Emulation and Forensics reports   |  |   |
| 108.       | The volume of connections that were blocked by security rule.   |  |   |
| 109.       | Top sources of blocked connections, their destinations and services   |  |   |
| 110.       | Top Rules used by the security policy   |  |   |

| <b>No.</b> | <b>Requirement</b>   | <b>Description of specifications offered (including page no. in Technical literature where specifications is reflected.)</b> | <b>Compliance of Specification (YES/NO)</b> |
|------------|--|--|---|
| 111.       | Top security attacks detected by enforcement point (perimeter) determining their the top sources and destinations  |  |   |
| 112.       | Number of installed and uninstalled policies in the enforcement point  |  |   |
| 113.       | Web activity by user detailing the top visited sites and top web users   |  |   |
| 114.       | Top services that created most load for encrypted traffic  |  |   |
| 115.       | Top VPN users performing the longest duration connections  |  |   |
| 116.       | MUST have as Management Portal   |  |   |
| 117.       | Solution must include a browser-based access to view in read-only the security policies, manage firewall logs and users providing access to managers and auditors without the need to use the management application |  |   |
| 118.       | Solution must include SSL support and configurable port  |  |   |
| 119.       | Management must support REST APIs to allow for automation of routine tasks and integration to 3 <sup>rd</sup> party systems like SIEM tools, ticketing systems and orchestration tools.                              |  |   |
| 120.       | MUST Support export, import, and upgrade Management APIs for primary Security Management Servers or Multi-Domain Servers   |  |   |
| 121.       | MUST Support Unified Management API commands for:<br>- Domain export and backup<br>- Domain import and restore   |  |   |
| 122.       | MUST have the Ability to manage the proposed gateways centrally from a consolidated platform.  |  |   |

## 4. Drawings

This bidding document includes **NO** drawings.

| List of Drawings |                |                |
|------------------|----------------|----------------|
| Drawing Nr.      | Drawing Name   | Purpose        |
| Not Applicable   | Not Applicable | Not Applicable |
|                  |                |                |
|                  |                |                |
|                  |                |                |
|                  |                |                |

## 5. Inspections and Tests

The following inspections and tests shall be performed:

| <b>Checklist for implementing a Check Point Next-Generation Firewall (NGFW).</b> |  |               |
|--|--|---------------|
| <b>Activity</b>  | <b>Tasks</b>   | <b>Status</b> |
| <b>Planning and Preparation</b>  | <b>Define Objectives and Requirements:</b>   |               |
|  | a) Clarify business and security objectives.   |               |
|  | b) Identify critical assets and sensitive data.  |               |
|  | c) Determine network zones and segmentation needs.   |               |
|  | d) Assess current firewall setup and security gaps.  |               |
|  | e) Verify security blades needed to be enabled and review the licensing and subscription requirements  |               |
|  | f) Choose appropriate hardware based on network traffic, number of users, and throughput.  |               |
|  | g) Network Architecture Design(HLD & LLD)  |               |
|  | h) Develop Implementation Plan   |               |
| <b>Pre-Implementation</b>  | a) Backup Existing Firewall Configuration  |               |
|  | b) Create a Rollback Plan  |               |
|  | c) Update Firmware/Software and install the latest Jumbo Hotfix.   |               |
|  | d) Interfaces and routing offline configuration to the Security gateways per the approved LLD.   |               |
|  | e) Policy package creation on the Management Server.   |               |
|  | f) Enable the licensed security blades (Firewall, VPN, Mobile Access, Application Control, URL filtering, Identity Awareness, IPS, Anti-virus-Anti-bot, TE, TX etc |               |
| <b>Implementation Phase</b>  | a) Rackmounting the security gateways in the designated data center  |               |
|  | b) Layer1 connectivity with the network infrastructure.  |               |
|  | c) Initialization of SIC between the Manager and the security gateways and define the network topology.  |               |
|  | d) Set up identity awareness for user-based policies.  |               |
|  | e) Configure IPsec VPN or SSL VPN for secure remote access.  |               |
|  | f) Configure HA, clustering, or load balancing.  |               |
|  | g) Policy Installation to the gateways.  |               |
| <b>Testing and Validation</b>  | a) Test firewall policies to ensure expected traffic is allowed and unwanted traffic is blocked.   |               |

|                            |  |  |
|----------------------------|--|--|
|                            | b) alidate all critical business applications' access and connectivity.  |  |
|                            | c) Perform vulnerability assessments and penetration testing   |  |
|                            | d) Test advanced features like IPS, DLP, and anti-malware for effectiveness.                                     |  |
|                            | e) Verify VPN tunnels and ensure they are secure and stable  |  |
|                            | f) Test remote access VPN connectivity to the allowed on-prem resources.   |  |
|                            | g) Simulate failure scenarios to test HA, redundancy, and failover configuration.                                |  |
|                            | h) Set up centralized logging (SmartEvent or other SIEM integrations).   |  |
|                            | i) Verify that alerts, logs, and reports are being generated as expected.  |  |
|                            | j) Test reachability to the externally published services.   |  |
|                            |  |  |
| <b>Post-Implementation</b> | a) Document all configurations, policies, and settings and update network diagrams with the new firewall layout. |  |
|                            | b) Take backups/snapshots of the configurations and store them securely.   |  |
|                            | c) Scheduled Updates and Patching by establishing a patch and updates management strategy for the firewalls      |  |
|                            | d) Post Implementation Monitoring and customer Support   |  |
|                            | e) Provide training for administrators on managing and troubleshooting Check Point NGFW                          |  |
|                            | f) Conduct regular security audits and firewalls health checks.  |  |

## **PART 3 – Contract**





## Section VIII - General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified **in the Special Conditions of Contract (SCC)**.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of

the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place **named in the SCC.**

## 2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## 3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC.**
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
 

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise **specified in the SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter

provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of

Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC**.

**14. Supplier's  
Responsibilities**

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
  - (b) underground, underwater, working at heights or in confined spaces;
  - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
  - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or



- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

- 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 14.9 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.
- 14.10 The Supplier shall comply with additional obligations as **specified in the SCC**.

## 15. Contract Price

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the SCC**.

## 16. Terms of Payment

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period **set forth in the SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate **shown in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

#### **17. Taxes and Duties**

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### **18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the **Purchaser in the SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.

#### **19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if

they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **20. Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where

appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.

#### **24. Insurance**

- 24.1 Unless otherwise **specified in the SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

#### **25. Transportation and Incidental Services**

- 25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as **specified in the SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall

repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise **specified in the SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.



29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

### **31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already

been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not

exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify

the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination**

#### **35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **35.2 Termination for Insolvency.**

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect

any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

**35.3 Termination for Convenience.**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX 1

*(Text in this Appendix shall not be modified)*

### Fraud and Corruption

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## APPENDIX 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors\*

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

| <b>SEA and/or SH Declaration</b>   |
|--|
| <p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p> |
| <p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>  |
| <p>Period of disqualification: From: _____ To: _____</p>   |

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Supplier:

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



## Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

|                    |   |
|--------------------|---|
| <b>GCC 1.1(i)</b>  | The Purchaser's Country is: <b>Kenya</b>  |
| <b>GCC 1.1(j)</b>  | The Purchaser is: <b>The Information and Communications Technology Authority</b>  |
| <b>GCC 1.1 (o)</b> | The Project Site(s)/Final Destination(s) is/are: <b>The Information and Communications Technology Authority</b>   |
| <b>GCC 1.1 (p)</b> | <p>The term <b>SEA/SH</b> where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li>• <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:<br/> <b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.<br/> <b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</li> <li>• <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by supplier's personnel with other supplier's, or purchaser's personnel.</li> </ul> |
| <b>GCC 4.2 (a)</b> | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <b>Not Applicable</b>  |
| <b>GCC 4.2 (b)</b> | The version edition of Incoterms shall be <b>Incoterms 2020</b>   |
| <b>GCC 5.1</b>     | The language shall be: <b>English</b>   |

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|-----------------|---|
| <b>GCC 8.1</b>  | <p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention: <b>Stanley Kamanguya, OGW</b></p> <p>Street Address: <b>Telposta Towers, Kenyatta Avenue</b></p> <p>Floor/ Room number: <b>12th Floor, Boardroom</b></p> <p>City: <b>Nairobi</b></p> <p>ZIP Code: <b>00100</b></p> <p>Country: <b>Kenya</b></p> <p>Electronic mail address: <a href="mailto:info@ict.go.ke">info@ict.go.ke</a> / <a href="mailto:procurement@ict.go.ke">procurement@ict.go.ke</a></p>  |
| <b>GCC 9.1</b>  | The governing law shall be the law of: <b>Kenya</b>   |
| <b>GCC 10.2</b> | <p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>(a) Contract with foreign Supplier:</b></p> <p><i>For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.</i></p> <p><b><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser's Country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p> |
| <b>GCC 13.1</b> | <p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <ul style="list-style-type: none"> <li>• <i>A negotiable bill of lading</i></li> </ul>   |

|                 |   |
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|                 | <ul style="list-style-type: none"><li>• <i>An airway bill (where applicable)</i></li><li>• <i>A road consignment note</i></li><li>• <i>Insurance certificate</i></li><li>• <i>Manufacturer's or Supplier's warranty certificate,</i></li><li>• <i>Inspection certificate issued by nominated inspection agency (if applicable)</i></li><li>• <i>Supplier' factory details etc. shipping</i></li></ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> |
| <b>GCC 14.9</b> | <i>Cyber Security applies. Vendor Should be registered and accredited Data protection Agency as a Data Processor and Data Controller or equivalent certification or accreditation in their parent country.</i>  |

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|------------------|--|
| <b>GCC 14.10</b> | <p><b>Not Applicable</b></p> <p>GCC 14.10.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out <i>[state as applicable: installation/operation/maintenance/operation and maintenance]</i> that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> <li>(i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel;</li> <li>(ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</li> <li>(iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</li> <li>(iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.</li> </ul> <p>GCC 14.10.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the <i>[state as applicable: installation/operation/maintenance/operation and maintenance]</i> is being executed, a Supplier's personnel that undertakes behaviors that are inconsistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the <i>[state as applicable: installation/operation/ maintenance/ operation and maintenance]</i> is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p> |
| <b>GCC 15.1</b>  | The prices charged for the Goods supplied and the related Services performed shall not be adjustable.  |
| <b>GCC 16.1</b>  | <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p>   |

|                 |  |
|-----------------|--|
|                 | <p>Payment of foreign currency portion shall be made in US Dollars in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</li> <li>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</li> </ul> <p>Payment of local currency portion shall be made in Kenya Shillings within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's Country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in Kenya Shillings, as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</li> <li>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</li> </ul> |
| <b>GCC 16.5</b> | <p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is 1%</p>  |

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|-----------------|--|
| <b>GCC 18.1</b> | A Performance Security shall be required<br>The amount of the Performance Security shall be 10 % of the Contract Price   |
| <b>GCC 18.3</b> | If required, the Performance Security shall be in the form of : a Demand Guarantee<br><br>If required, the Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price   |
| <b>GCC 18.4</b> | Discharge of the Performance Security shall take place: <b>Twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations</b>  |
| <b>GCC 23.2</b> | The packing, marking and documentation within and outside the packages shall be: <b>The Information and Communications Technology Authority (ICTA)<br/>12<sup>th</sup> Floor, Telposta Towers,<br/>Kenyatta Avenue</b>   |
| <b>GCC 24.1</b> | The insurance coverage shall be as specified in the Incoterms.   |
| <b>GCC 25.1</b> | Responsibility for transportation of the Goods shall be as specified in the Incoterms.<br><br>If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; |
| <b>GCC 25.2</b> | Incidental services to be provided are: <b>NONE</b>  |
| <b>GCC 26.1</b> | The inspections and tests shall be: at the point of delivery of the items  |
| <b>GCC 26.2</b> | The Inspections and tests shall be conducted at: ICT Authority Telposta Towers,  |
| <b>GCC 27.1</b> | The liquidated damage shall be: 0.5% per week upto a limit of 10%  |
| <b>GCC 27.1</b> | The maximum amount of liquidated damages shall be: 10%   |
| <b>GCC 28.3</b> | The period of validity of the Warranty shall be: 1080 days<br>For purposes of the Warranty, the place(s) of final destination(s) shall be: ICT Authority Offices ,Telposta Towers,<br><br>GCC 28.3-In partial modification of the provisions, the warranty period shall be <b>36</b> months from date of acceptance of the Goods. The Supplier   |

|                            |   |
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|                            | <p>shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> |
| <b>GCC 28.5 &amp; 28.6</b> | The period for repair or replacement shall be: <b>28 days</b>   |
| <b>GCC 33.4</b>            | Not Applicable  |





Section X - Contract Forms

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## Notification of Intention to Award

*[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]*

*[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Purchaser:** *[insert the name of the Purchaser]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

**Name:** *[insert name of successful Bidder]*

**Address:** *[insert address of the successful Bidder]*

**Contract price:** *[insert contract price of the successful Bid]*

**Total combined score:**

*[insert the total combined score of the successful Bidder]*

**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical scores and combined scores.]*

| Name of Bidder       | Technical Score                 | Bid Price                 | Evaluated Bid Cost             | Combined Score                 |
|----------------------|---------------------------------|---------------------------|--------------------------------|--------------------------------|
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Bid price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |

**3. Reason/s why your Bid was unsuccessful** *[Delete if the combined score already reveals the reason]*

*[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

**4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

### Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](#)" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

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

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

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

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

## Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**RFB No.:** [insert number of RFB process]

**Request for Bid No.:** [insert identification]

**To:** [insert complete name of Purchaser]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

| Identity of Beneficial Owner   | Directly or indirectly holding 25% or more of the shares<br>(Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights<br>(Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder<br>(Yes / No) |
|--|--|--|---|
| [include full name (last, middle, first), nationality, country of residence] |  |  |   |

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

**Name of the Bidder:** \**[insert complete name of the Bidder]*\_\_\_\_\_

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\**[insert complete name of person duly authorized to sign the Bid]*\_\_\_\_\_

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*\_\_\_\_\_

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*\_\_\_\_\_

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*\_\_\_\_\_

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of award Contract No.** . . . . .

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . . .  
*[insert name of the contract and identification number, as given in the SCC]* . . . . . for  
the Accepted Contract Amount of . . . . . *[insert amount in numbers and words and name  
of currency]*, as corrected and modified in accordance with the Instructions to Bidders is  
hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with  
the Conditions of Contract, using for that purpose one of the Performance Security Forms  
and (ii) the additional information on beneficial ownership in accordance with ITB 48.1  
within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in  
Section X, - Contract Forms, of the Bidding Document.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**



## Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made the [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

BETWEEN

- (1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of.... of the Government of { insert name of Country of Purchaser } ], or corporation incorporated under the laws of { insert name of Country of Purchaser } ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), of the one part, and
- (2) [ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) Letter of Bid - Technical Part
  - (c) Letter of Bid - Financial Part
  - (d) the Addenda Nos. \_\_\_\_\_ (if any)
  - (e) Special Conditions of Contract
  - (f) General Conditions of Contract
  - (g) the Specification (including Schedule of Requirements and Technical Specifications)
  - (h) the completed Schedules (including Price Schedules)
  - (i) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

**For and on behalf of the Purchaser:**

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**For and on behalf of the Supplier:**

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

## Performance Security

### Option 1: (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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*guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier's performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;  
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***