TENDER FOR
SUPPLY, INSTALLATION
AND
COMMISSIONING OF A PRIVILEDGED
ACCESS MANAGEMENT (PAM) SOLUTION

TENDER NO. BSDT/OT/04/2025-2026

APRIL, 2025

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INTRODUCTION

Bandari DT Sacco Society Ltd, a dynamic deposit-taking Sacco registered under the Co-operative Societies Act, is licensed under the Sacco Societies Act. With our headquarters in Mombasa and other branches in Nairobi , Kisumu and Lamu, we offer a comprehensive range of Front and Back Office Services Activities (FOSA and BOSA) to our esteemed members.

With the complexity and growth of Bandari Sacco Infrastructure, Applications, VM's, Cloud and Endpoints, the Sacco requires Privileged access Management (PAM) Solution supplied, installed and commissioned at its offices in Mombasa headquarters. This will go a long way in enhancing Sacco's cyber security posture by taking into consideration risks posed by privileged Insider Threats.

Bandari Sacco therefore needs to procure a PAM solution to facilitate the following: -

I. Password vaulting
II. Password management: auto-generation, rotation, and workflow approval
III. Multi-factor authentication support
IV. Access for remote employees and third parties
V. Mobile access points
VI. Session Management
VII. Real-time visibility and alerting
VIII. Disaster recovery
IX. Emergency access
X. Auditing and reporting

The deliverables for this procurement and evaluation criteria for the same are depicted in Section VI of this document.

SECTION I -   INVITATION TO TENDER

11/04/ 2025

TENDER NO. BSDT/OT/11/2025-2026

TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF A PRIVILEDGED ACCESS MANAGEMENT (PAM) SOLUTION

1.1   Bandari DT Sacco invites sealed tenders from eligible candidates for the Supply, Installation and Commissioning of a Privileged Access Management (PAM) Solution.

Interested eligible candidates may view and download the document **free of charge** from the website on the following link: - **www.bandarisacco.co.ke,**

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

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

"ORIGINAL TENDER" and "COPY OF TENDER".

and shall be placed in one outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked "**DO NOT OPEN BEFORE Monday, April 28, 2025 at 1130hours,** and shall be addressed to: -

The Chief Executive Officer, Bandari
 DT Sacco Limited,
P.O Box 95011-80104
 MOMBASA

1.4   All Tender Documents should be deposited in the Tender Box located at the reception area of Bandari Sacco Head Office at Mombasa Moi Avenue Opposite KPA Main Gate Number 10

1.5   Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening in the Sacco boardroom.

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

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

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

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

2.2 Cost of tendering

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

2.2.2   The price to be charged for the tender document shall not be Applicable

2.3 Contents of tender documents

1   The tender document comprises of the documents listed below;

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

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

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language.

2.7 Documents Comprising the Tender

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

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

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

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

    a)   A bank guarantee.

    b)   Cash.

    c)   Such insurance guarantee approved by the Authority.

    d)   Letter of credit

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

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

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the

procuring   entity   on   the
Tender Form; or

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

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

2.13   Validity of Tenders

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

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

2.14   Format and Signing of Tender

The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and"COPY OF TENDER," as appropriate and (SEPARATE FINANCIAL ENVELOP CLEARLY MARKED). In the event of any discrepancy between them,   the   original   shall govern.

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

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

2.15   Sealing and Marking of Tenders

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

The inner   and   outer   envelopes   shall:

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

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN

BEFORE <mark>Monday, April 28, 2025</mark> at 1000hours.

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2no later than,**28th April, 2025 at 1000hours.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on

the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

2.18   Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1130hours on Monday, April 28, 2025** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening.

2.19   Clarification of tenders

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

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

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

2.20   Preliminary Examination and Responsiveness

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

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

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

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

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the

tender price, the following factors, in the manner and to the extent indicated in paragraph
2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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

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

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

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24   Award of Contract

a) Post qualification

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

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

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

b)   Award Criteria

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

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

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

2.25   Notification of award

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

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

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

2.26   Signing of Contract

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

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

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

2.27   Performance Security

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

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

2.28   Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Appendix on the instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	Bidders with relevant Manufacturer Authorization certificates for the solutions quoted for.
2.10	Prices shall be quoted in Kenya Shillings
2.12	The tender security shall be a bank guarantee from a reputable bank or a Financial Institution approved by PPRA (N/A)
2.18	The closing date for the tender shall be **Monday, April 28, 2025 at1130hours**
2.22	**EVALUATION CRITERIA** **MANDATORY REQUIREMENTS** I. Form of Tender duly filled, signed and Stamped. (The **TOTAL** bid price **MUST** be indicated on this form) II. Copies of Statutory documents from the issuing body. -Valid Tax Compliance Certificate (TCC). -Registration certificate/ Certificate of incorporation -Valid trade license. III. Confidential Business questionnaire duly filled and signed. IV. Audited financial accounts for the past three years. V. Bidder **MUST** provide proof of the Manufacturer Authorization. (This shall be confirmed during the mandatory evaluation stage from the Issuing Manufacturer) VI. Minimum ICTA 3 certificate in Information Security VII. Document MUST be sequentially serialized (paginated) on every page

VIII.Duly filled, signed and stamped Anti-Corruption affidavit form

IX. Power of Attorney

Bidders MUST comply with all mandatory requirements listed above to be considered for the next evaluation stage (Technical evaluation).

TECHNICAL EVALUATION CRITERIA

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

Bidders MUST comply with all mandatory requirements to be considered for the next evaluation stage (Technical evaluation).

Bidders **Must** meet **all** requirements on **Compliance to Mandatory Technical specification** to proceed to the Next stage Vendor Evaluation.

	Privileged Account usage		

Vendor Evaluation

The maximum score under Vendor evaluation is **100 Marks.** Bidders must score at least **90 marks** under Vendor evaluation to proceed to the next stage, Financial evaluation. The Sacco will carry out due diligence to confirm the authenticity of the information given by the bidder in this section. The Sa may also get in touch with the contact persons indicated for each site or pay a physical visit to confirm the same.

	Technical Evaluation	Max. Score	Evaluated Score
Reference Sites and Due diligence	Proof of implementation of an enterprise level PAM solution in at LEAST 2 sites in the last 3 years for a Financial / Corporate institution in Kenya. (**MUST** Attach Completion certificate, Reachable Current Contacts of Reference Persons (Official E-mail address and Telephone) and Value of Project) • 2 Sites or more completed 1 0 Marks (5 marks for each site) • 1 Sites Completed--------- 5 Marks (2.5 marks for each site) • Proof of Existence of Site and Successful completion of Works. Authenticity of Site (20 Marks (10 For Each site) • No s i t e Authentic Site --------- **Disqualified**	30	
Technical Competence for the Assignment	Skills, Experience and certification for proposed solution: The Bidder Must have Competent experienced Engineers certified to high level of security certifications for the proposed solutions. • At least 3 CV's of Implementation Team with Project Manager having bachelor's degree level or Above Education (6 Marks - 2 Marks each) - low than bachelor's degree (0 marks) • At least 2 Expert/Architect level highly certified Engineers -Vendor Specific	40	

		Certification for the Solution proposed – 5 Marks Each (10 Marks) • At least 2 Microsoft and Linux OS certification (6 Marks -3 marks each) • At least 2 CCNA/CCNP or Equivalent (4 Marks – 2 Marks each) • CEH/OSCP/ and CISM/CISSP certification (at least 2 –(5 marks each – Total 10 marks)		
	Project Management and IT Service Management	Given the critical nature of Bandari Sacco IT production environment, the partner should have a project resource who is trained and certified in ▪ Project Management Skills -Project management certification for the project manager (Prince2 or PMP) /master's in project management– 5 marks Prepare Project Plan with Clear Tasks and Activities, Project Implementation Team Organogram, defined with Timelines and Milestone and a Gannt chart (25 marks)	30	
	TOTAL		**100**	
2.24.3	**Award Criteria** **i) Financial Evaluation** The bidder with the lowest financial quote shall be recommended for award of this tender provided they have met all **Mandatory requirements,** met all Requirements under **Compliance to Mandatory Technical Specifications** and attained a minimum score of **90 Marks in Vendor Evaluation.**			
2.4.1	Bandari Sacco will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders.			

SCOPE OF WORK

Bandari DT Sacco is seeking to acquire a Privileged Access Management (PAM) solution with the following specifications. Bidders are expected to provide details on how their proposed solution meets the requirements below.

Aspect	Technical Specification	Bidder Response
Deployment mode	Support for high availability	
	Support for deployment on virtual machines	
	Support for disaster recovery site setup	
Licensing model	Perpetual licenses with annual subscription for support and software upgrades	
	Licensing of actual privileged users rather than number of accounts on systems	
Device support	Must support various devices, such as windows servers, Linux servers, network devices, security appliances, etc.	
	Solution should be capable of discovering privilege accounts on target system, manage user governance and can reconcile it. It can identify non built-in-local (backdoor) admin or equivalent account.	
Authentication model	Solution should support transparent connection to the target device, without seeing the password or typing it in as part of the connection.	
	The solution should support direct connections to windows RDP, SSH, databases and other managed devices without having to use a jump server.	
	Solution should be able to integrate with enterprise authentication methods e.g. multiple 3rd party authentication methods including LDAP, RADIUS and a built-in authentication mechanism.	
	Solution should provide built in MFA capabilities such as FIDO2, TOTP, mobile OTP etc.	
	The solution should be able to handle multi-location architecture or distributed architecture with seamless integration at the User Level. For example: Different branches might have multiple secondary installations but the primary installation will also simultaneously work for all users and all locations.	
Credential Management	The solution shall perform password change options which is parameter driven	
	The solution should enable an administrator to define different password formation rules for target accounts on different target systems	
	Support for encryption to securely store high-value account credentials and protect them from unauthorized access	

	Flexibility that allows exclusivity for password retrieval or multiple users checking out the same password for the same device in the same time period	
	The solution should support changing a password or group of passwords according to a policy (time based or 'on-demand')	
	The solution should have the ability to "checkout" credentials and "check-in" within a specified time.	
	Secured Vault platform - main password storage repository should be highly secured	
	The solution should automatically reconcile passwords that are detected 'out of sync' or lost without using external restore utilities	
	The solution should have the ability to reconcile passwords manually, upon demand	
	The solution should automatically verify, notify and report all passwords which are not in sync with PAM	
Access Management	The solution should restrict privileged activities on a windows server (e.g. host to host jumps, cmd/telnet access, application access, tab restrictions) from session initiated with the solution	
	The solution should be able to restrict usage of critical commands over a SSH based console	
	The solution should be able to restrict usage of critical commands on tables for database access through SSH, SQL+ (client/), front-end database utilities	
	The solution enables an administrator to restrict a group of commands using a library and define custom commands for any combination of target account, group or target system and end user	
	The solution should provide secure mechanism for blacklisting/whitelisting of commands for any combination of target account, group or target system and end user	
	System should be able to define critical commands for alerting & monitoring purpose and also ensure user confirmation (YES or NO) for critical commands	
Privileged Session Management and Log Management	The solution should be able to support an session recording on any session initiated via PAM solution	
	The solution should be able to log commands for all commands fired over SSH Session and for database access through ssh, sql+	
	The solution should be able to log/search text commands for all sessions of database even through the third party utilities	

	Search capabilities for facilitating navigation of recorded sessions, both command-line and video	
	All logs created by the solution should be tamper proof/immutable	
	System should be able to define critical commands for alerting & monitoring purpose through SMS or Email alerts	
	The proposed solution shall cater for live monitoring of sessions and manual termination of sessions when necessary	
	The proposed system shall support full colour and resolution video recording. The proposed system shall support video session compression with no impact on video quality.	
Other Considerations	Ability to access the solution via the browser	
	Session time out/lockout inactivity	
	Role-based access to systems on a need basis only	
	Time-restricted access to devices and privileged users. Access to a user or target device and/or group limited to only a certain duration of time	
	User should be able to access only the domain/group which is assigned	
	Maker checker approval and access rights configuration	
	Reporting of the password not in sync should be available	
	Configurations should be recoverable in case of disaster	
	Information shall be encrypted at rest and in transit	
	Bidders should provide the minimum specification of the virtual server(s) that will host the solution	

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

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

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

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

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

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

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

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

3.3 Standards

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

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

3.6 Performance Security
Within thirty (30) days of receipt of the notification of Contract award, the successful

tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3   The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the   Procuring entity and shall be in the form of:

         a) Cash.

         b) A bank guarantee.

         c) Such insurance guarantee approved by the Authority.

         d) Letter of credit.

3.6.4   The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7   Inspections and Tests

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

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

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

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

3.8   Payment

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

3.9   Prices

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

3.10   Assignment

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

3.10   Termination for Default

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

a) if the tenderer fails toprovide any orall of theservices within the period(s) specified in the Contract, or withinany
extension thereof granted by the Procuring entity.

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

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

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

3.12   Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such

termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity bywritten noticesenttothecontractor may terminatethe contract inwhole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 Fortheremainingpartofthe contractafter terminationtheprocuringentitymayelectto cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties havebeenunabletoresolveamicablyacontractdisputeeitherpartymayrequire that the dispute be referred for resolution to the form mechanisms specified in theSCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices
Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.9	Prices shall be fixed for the first year of contract implementation
3.14	Disputes shall be resolved between the two parties through mechanisms provided under the Kenyan Law
3.17	Kenyan Law
3.18	Bandari Sacco Limited, P.O Box 95011-80104, Mombasa Email: procurement@bandarisacco.co.ke

SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start End_____

SECTION VI – DESCRIPTION OF SERVICES

6.0 INTRODUCTION

With the complexity and growth of Bandari Sacco Infrastructure, Applications, VM's, Cloud and Endpoints, the Sacco requires Privileged access Management (PAM) Solution supplied, installed and commissioned at its offices. This will go a long way in enhancing Sacco's cyber security posture by taking into consideration risks posed by privileged Insider Threats.

Bandari Sacco therefore needs to procure a PAM solution to facilitate the following: -

I. Password vaulting

II. Password management: auto-generation, rotation, and workflow approval

III. Multi-factor authentication support

IV. Access for remote employees and third parties

V. Mobile access points

VI. Session Management

VII. Real-time visibility and alerting

VIII. Disaster recovery

IX. Emergency access

X. Auditing and reporting

6.1 EVALUATION CRITERIA

The evaluation criteria shall be carried out as follows:

A. Preliminary Evaluation /Mandatory Requirements

B. Technical Evaluation

    i. Compliance to Technical Specifications

    ii. Vendor Evaluation

    iii. Due Diligency

C. Financial Evaluation

A. MANDATORY REQUIREMENTS

i.   Form of Tender duly filled, signed and Stamped. (The **TOTAL** bid price **MUST** be indicated on this form)

ii.   Copies of Statutory documents from the issuing body.

- Valid Tax Compliance Certificate (TCC).

- Registration certificate/ Certificate of incorporation

- Valid trade license.

iii.   Confidential Business questionnaire duly filled and signed.

iv.   Audited financial accounts for the past three years.

v.   Bidder **MUST** provide proof of the Manufacturer Authorization. (This shall be confirmed during the mandatory evaluation stage from the Issuing Manufacturer)

vi.   Minimum ICTA 3 certificate in Information Security

vii.   Document MUST be sequentially serialized (paginated) on every page

viii. company located in Kenya, valid for at least 120 days from the date of tender opening.

ix.   Duly filled, signed and stamped Anti-Corruption affidavit form.

x.   Power of Attorney

Bidders MUST comply with all mandatory requirements listed above to be considered for the next evaluation stage (Technical evaluation).

B. TECHNICAL EVALUATION CRITERIA

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

to technical specifications claims. Reference to these documents should be direct and specific.

Bidders MUST comply with all mandatory requirements to be considered for the next evaluation stage (Technical evaluation).

Bidders **Must** meet **all** requirements on **Compliance to Mandatory Technical specification** to proceed to the Next stage Vendor Evaluation.

Aspect	Details	Bidder Response
Deployment mode	Support for high availability	
	Support for deployment on virtual machines	
	Support for disaster recovery site setup	
Licensing model	Perpetual licenses with annual subscription for support and software upgrades	
	Licensing of actual privileged users rather than number of accounts on systems	
Device support	Must support various devices, such as windows servers, Linux servers, network devices, security appliances, etc.	
	Solution should be capable to discover privilege accounts on target system, manage user governance and can reconcile it. It can identify non built-in-local (backdoor) admin or equivalent account.	
Authentication model	Solution should support transparent connection to the target device, without seeing the password or typing it in as part of the connection.	
	The solution should support direct connections to windows RDP, SSH, databases and other managed devices without having to use a jump server.	
	Solution should be able to integrate with enterprise authentication methods e.g. multiple 3rd party authentication methods including LDAP, RADIUS and a built-in authentication mechanism.	
	Solution should provide built in MFA capabilities such as FIDO2, TOTP, mobile OTP etc.	
	The solution should be able to handle multi-location architecture or distributed architecture with seamless integration at the User Level. For example: Different branches might have multiple secondary installations but the primary installation will also simultaneously work for all users and all locations.	
Credential Management	The solution shall perform password change options which is parameter driven	

	The solution should enable an administrator to define different password formation rules for target accounts on different target systems	
	Support for encryption to securely store high-value account credentials and protect them from unauthorized access	
	Flexibility that allows exclusivity for password retrieval or multiple users checking out the same password for the same device in the same time period	
	The solution should support changing a password or group of passwords according to a policy (time based or 'on-demand')	
	The solution should have the ability to "checkout" credentials and "check-in" within a specified time.	
	Secured Vault platform - main password storage repository should be highly secured	
	The solution should automatically reconcile passwords that are detected 'out of sync' or lost without using external restore utilities	
	The solution should have the ability to reconcile passwords manually, upon demand	
	The solution should automatically verify, notify and report all passwords which are not in sync with PAM	
Access Management	The solution should restrict privileged activities on a windows server (e.g. host to host jumps, cmd/telnet access, application access, tab restrictions) from session initiated with the solution	
	The solution should be able to restrict usage of critical commands over a SSH based console	
	The solution should be able to restrict usage of critical commands on tables for database access through SSH, SQL+ (client/), front-end database utilities	
	The solution enables an administrator to restrict a group of commands using a library and define custom commands for any combination of target account, group or target system and end user	
	The solution should provide secure mechanism for blacklisting/whitelisting of commands for any combination of target account, group or target system and end user	
	System should be able to define critical commands for alerting & monitoring purpose and also ensure user confirmation (YES or NO) for critical commands	
Privileged Session	The solution should be able to support an session recording on any session initiated via PAM solution	

Management and Log Management	The solution should be able to log commands for all commands fired over SSH Session and for database access through ssh, sql+	
	The solution should be able to log/search text commands for all sessions of database even through the third party utilities	
	Search capabilities for facilitating navigation of recorded sessions, both command-line and video	
	All logs created by the solution should be tamper proof/immutable	
	System should be able to define critical commands for alerting & monitoring purpose through SMS or Email alerts	
	The proposed solution shall cater for live monitoring of sessions and manual termination of sessions when necessary	
	The proposed system shall support full colour and resolution video recording. The proposed system shall support video session compression with no impact on video quality.	
Other Considerations	Ability to access the solution via the browser	
	Session time out/lockout inactivity	
	Role-based access to systems on a need basis only	
	Time-restricted access to devices and privileged users. Access to a user or target device and/or group limited to only a certain duration of time	
	User should be able to access only the domain/group which is assigned	
	Maker checker approval and access rights configuration	
	Reporting of the password not in sync should be available	
	Configurations should be recoverable in case of disaster	
	Information shall be encrypted at rest and in transit	
	Bidders should provide the minimum specification of the virtual server(s) that will host the solution	

C) Vendor Evaluation

The maximum score under Vendor evaluation is **100 Marks.** Bidders must score at least **90 marks** under

Vendor evaluation to proceed to the next stage, financial evaluation. The Sacco will carry out due diligence

to confirm the authenticity of the information given by the bidder in this section. The Sacco may also get in

touch with the contact persons indicated for each site or pay a physical visit to confirm the same.

	Technical Evaluation	Max. Score	Evaluated Score
Reference Sites and Due diligence	Proof of implementation of an enterprise level PAM solution in at LEAST 2 sites in the last 3 years for a government / Corporate institution in Kenya. (**MUST** Attach Completion certificate, Reachable Current Contacts of Reference Persons (Official E-mail address and Telephone) and Value of Project) • 2 Sites or more completed 10 Marks (5 marks for each site) • 1 Sites Completed 5 Marks (2.5 marks for each site) • Proof of Existence of Site and Successful completion of Works. Authenticity of Site (20 Marks (10 For Each site) • No site Authentic Site ------------**Disqualified**	30	
Technical Competence for the Assignment	Skills, Experience and certification for proposed solution: The Bidder Must have Competent experienced Engineers certified to high level of security certifications for the proposed solutions. • At least 3 CV's of Implementation Team with Project Manager having bachelor's degree level or Above Education (6 Marks - 2 Marks each) - low than bachelor's degree (0 marks) • At least 2 Expert/Architect level highly certified Engineers -Vendor Specific Certification for the Solution proposed – 5 Marks Each (10 Marks) • At least 2 Microsoft and Linux OS certification (6 Marks -3 marks each) • At least 2 CCNA/CCNP or Equivalent (4 Marks – 2 Marks each) • CEH/OSCP/ and CISM/CISSP certification (at least 2 –(5 marks each – Total 10 marks)	40	
Project Management and IT Service Management	Given the critical nature of Bandari Sacco IT production environment, the partner should have a project resource who is trained and certified in ▪ Project Management Skills -Project management certification for the project manager (Prince2 or PMP) /master's in project management– 5 marks Prepare Project Plan with Clear Tasks and Activities, Project Implementation Team Organogram, defined with Timelines and Milestone and a Gannt chart (25 marks)	30	
TOTAL		**100**	

D) Financial Evaluation

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

PRICE SCHEDULE GUIDE

Description	Qty	UNIT COST	TOTAL COST
PAM Solution licensing for privileged users	15		
PAM Solution OEM software support for 1 year	LOT		
Professional services - Deployment and configuration	LOT		
Any other costs	LOT		
PAM Solution OEM software annual support for 2 year onwards	LOT		

Vl. FORM OF TENDER

To……………………..

………………………………

.   [Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

VII. PRICE SCHEDULE OFSERVICES

Name of Tenderer_____Tender Number_____. Page_____of_____.

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

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

IX. CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20 ____ between…............. [name of procurement entity] of .... [country of Procurement entity](hereinafter called "the Procuring entity") of the one part and …………………[name of tenderer] of ....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring   entity   invited   tenders   for   certain   materials   and   spares. Viz .... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of … ....[contract price in words and

figures] NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

in the presence of _____ .

X. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business   Name   ....

Location of Business Premises ....

Plot   No,...Street/Road   ....

Postal address .... Tel No. ....Fax Email...........................

Nature   of   Business   ....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs............................ Name   of   your

bankers.. ...

Branch   ....

Part 2 (a) – Sole Proprietor

Your   name   in   full……………………………Age…………………………………………….

Nationality…………………………Country   of   Origin……………………………..   Citizenship details

. . . .

Part 2 (b) – Partnership Given

details of partners as follows

Name	Nationality	Citizenship details	Shares
1.	. . . .		
2.	. . . .		
3.	. . . .		
4.	. . . .		

Part 2 (c) –Registered Company

Private or Public

Statethenominalandissuedcapitalofcompany   Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.	. . . .		
2.	. . . .		

	3. .... 4. ....
	Date……………………Signature of Candidate………………………..

XI. TENDER SECURITY FORM

Whereas.. [name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated……………..[date of submission of tender] for the provision of
…………………………………………..

[name and/or description of the services]

(hereinafter called "the

Tenderer")…………………………………………….. KNOW ALL

PEOPLE by these presents that WE…………………………………

Of…..having registered office at

[name of procuring entity] (hereinafter called "the Bank") are bound unto………………

[name of procuring entity] (hereinafter called "the procuring entity") in the sum of ………..

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this
_____day of 20_____.

THE   CONDITIONS   of   this   obligation   are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on
                    the   Tender   Form;   or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the arnouut claimed by it is due to it, owing to the occurrence of one or both of the twoconditions, specifying the occurredcondition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach theBank not later than the above date.

_____
[signature of the bank]

(Amend accordingly if provided by Insurance Company)

XII. PERFORMANCE SECURITY FORM

To:
....
....

[name of the Procuring entity]

WHEREAS… .... [name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract
No._____[reference number of the contract] dated_____20_____to

supply..
....
…..

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

AND WHEREAS it bas been stipulated by you in the said Contract that the tenderer shall furnish you with *a* bank guarantee by areputable bank for the sumspecified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the tenderer a guarantee:

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

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

This guarantee is valid until the _____ day of 20

_____
Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____

[date]

(Amend accordingly if provided by Insurance Company)

XIII.   BANK GUARANTEE FOR ADVANCE PAYMENT

To. . . . .

[name   of   tender]…………………………………….…

Gentlemen and/or Ladies:

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

. . . .
. . .

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

*[bankorfinancialinstitution],*as   instructed   by   the   tenderer,   agree   unconditionally   andirrevocably   toguarantee   as primaryobligatorandnotassuretymerely, thepaymenttothe Procuringentity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

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

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

Yours truly,

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

_____
[address] [date

LETTER OF NOTIFICATION OF AWARD

BANDARI SACCO LIMITED

To: _____

_____

_____

_____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/stated below under the above-mentioned tender have been awarded to you.

_____

_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   (FULL PARTICULARS) _____

   _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA

ANTI CORRUPTION AFFIDAVITFORM

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

AND

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

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

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

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

3. THAT the aforesaid Candidate , its servant(s) and/or agent(s) have not been offered and_ will_ not offer any
   inducement to any member of the Board, Management, Staff and/or employees and /or agents of Bandari Sacco
   Limited

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

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

SWORN   at.. by the said}

. . . .
. . . }

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

}
} _____
}   DEPONENT

Before me Commissioner   }
for Oaths   }