



# **STANDARD BIDDING DOCUMENT FOR NON-CONSULTING SERVICES**

## **FIRMS ONLY**

**Description of Bid: PROVISION OF TRELLIX ENDPOINT DETECTION AND RESPONSE SECURITY SOLUTION.**

**Bid number: MESPT-ICT-10-2025**

**Bid Closing/Opening Date: 26<sup>th</sup> May 2025**

**Bid Opening Time: 12.00 Hours**

**Issue Date: 5<sup>th</sup> May 2025**

## PART I: INVITATION TO BID

1. Micro Enterprises Support Programme Trust (MESPT) invites sealed bids from eligible candidates for **PROVISION OF TRELLIX ENDPOINT DETECTION AND RESPONSE SECURITY SOLUTION**. Interested and eligible candidates may obtain further information from MESPT at the address below during business hours **0800hrs to 1700hrs**.

**Micro Enterprises Support Programme Trust (MESPT)**

**Tausi Lane 01, Westlands**

**P.O. Box 187-00606,**

**Nairobi, Kenya**

**Tel: 0722 207 905 / 0735 333 154**

**Email address: [procurement@mespt.org](mailto:procurement@mespt.org)**

2. Bid documents herein are free of charge.
3. All bids shall not be accompanied by bid security.
4. Complete bidding documents **shall be** submitted through electronic means in the manner indicated below:

**[submission via email: [tender@mespt.org](mailto:tender@mespt.org)]**

Bids must be received on or before the date and time indicated below:

**Date: 26<sup>th</sup> May 2025**

**Time: 12:00 Noon (East Africa Time)**

5. Prices quoted should be net inclusive of all taxes and quoted in **Kenyan Shillings**. All prices shall remain valid for **90 days** from the closing date of the bid.

**Chief Executive Officer**

**Micro Enterprises Support Programme Trust**

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## PART II: INSTRUCTIONS TO BIDDERS

### 1.0 Purview of the Bid

- 1.1 Micro Enterprises Support Programme Trust, herein referred to as **MESPT** invites bids for supply of **non-consulting services** as indicated in the **BDS**. The description and identification number of the bid has been provided in the **BDS**.
- 1.2 Within this bidding document:
  - a) The term “**in writing**” means communication in any written form either electronic or manual accompanied with proof receipt.
  - b) Where so indicated “**singular**” means “**plural**” and vice versa.
  - c) “**Day**” means calendar day unless specifically indicated as “**Business Day or Working Day**.”
  - d) “**Business day**” or “**Working Day**” excludes weekends and public holidays.

### 2.0 Fraud and Corruption

- 2.1 MESPT is committed to upholding corporate governance principles in the processing of this bid including adherence to the MESPT supplier code of ethics. As such and when/where required, Bidders shall allow MESPT to inspect their accounts, records and any other documents that are related to their submission for this bid.
- 2.2 A bidder shall not be involved in corrupt, coercive, obstructive, collusive, or fraudulent practices. Any bidder proven to have been involved in any of these practices shall be automatically disqualified from the bidding process and shall not be eligible to participate in future bids advertised by MESPT.
- 2.3 The successful Bidder will be expected to complete the performance of the services within the period provided in the BDS.
- 2.4 Bidders shall also be required to adhere to the MESPT Code of Conduct.

### 3.0 Eligible Bidders

- 3.1 Firms operating as private entities or individuals or combination of such entities in the form of a joint venture (JV) are eligible to bid. Whether JVs shall be allowed, the maximum number of JVs shall be indicated in the BDS. Proof of a joint venture shall be in the form indicated in the BDS. Employees of MESPT, their close relatives and business associates or agents are not eligible to bid. For purposes of a relative, this includes the spouse, children, brothers, sisters, uncles, and aunts of the Employee.
- 3.2 A bidder shall be declared as having conflict of interest if any of the following circumstances exist:
  - a) Has a direct or indirect control over another bidder participating in the bidding process. This includes shared representatives, directorship, or ownership.
  - b) Has a relationship with another bidder, directly or through common third parties that puts the bidder in a position to influence the bid of another bidder or influence the decision of MESPT regarding the bidding process.
  - c) Bidder or its affiliates participated as a consultant in the preparation of the design/schedule of requirements/work schedules and specifications for this bid.

- d) Bidder or any of its affiliates has been hired by MESPT for purposes of contract implementation.
- e) Bidder would be providing goods, works or non-consulting services that are a result of or directly related to consulting services for the preparation or implementation of the project.

3.3 A bidder shall not submit more than one bid for purposes of this bid, and this includes participation of the bidder as a subcontractor for another bidder. Bidders who contravene this sub-clause shall be automatically disqualified from the current bidding process and all future bids advertised by MESPT.

3.4 Bidders may have the nationality of any country including proposed sub-contractors as long as the specific country is not from a country that is prohibited from trading with Kenya as a matter of law or official regulations. In such instances, MESPT shall require bidders to provide details of their Nationality.

3.5 Where bidders are required to meet specific legal requirements in Kenya, the same shall be indicated in the BDS.

#### 4.0 Eligibility of non-consulting services

4.1 The term “**non-consulting services**” includes goods and services that are incidental to the defined non-consulting services.

#### 5.0 Clarification of Bidding Documents

5.1 Bidders may, within the timelines indicated in the BDS and in the manner specified in the BDS request for a clarification regarding any aspect of the bid document. MESPT shall respond to any clarification received within the timelines indicated in the BDS.

#### 6.0 Pre-bid Meeting or Site Visit

6.1 MESPT shall indicate in the BDS whether a pre-bid meeting or site visit shall be conducted including the date(s) and time(s) and whether the pre-bid meeting or site visit shall be mandatory.

6.2 The bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine and inspect the site of the required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering a contract for the services. The costs of visiting the site shall be at the bidder’s own expense.

#### 7.0 Amendment of Bidding Document

7.1 MESPT may at any time prior to the deadline for submission of bid documents, amend the bidding documents by issuing addenda.

7.2 MESPT shall share the addenda with prospective Bidders and may extend the initial time for bid submission at its own discretion.

#### 8.0 Bid Preparation

8.1 The bidder shall bear all costs associated with preparation and submission of the bid. These costs include costs for production and submission of samples and at no point shall MESPT be held liable for such costs.

## 9.0 Language of Bid Document

- 9.1 The bid document, any resulting documents and correspondences that shall be exchanged between MESPT and prospective bidders shall be in English Language. Where supporting literature is in another language, an English translation of the document shall be availed together with the bid document.

## 10.0 Bid Prices, Discounts and Currency of Bid

- 10.1 Prices quoted by the bidders in the Form of Bid shall include any discounts offered.
- 10.2 Prices quoted by the Bidder shall be fixed during the performance of the contract and shall not vary unless specified in the BDS.
- 10.3 If specified in the BDS that the requirements shall be placed in lots, the BDS shall also specify the number of lots that a bid can participate in.
- 10.4 Unless otherwise specified in the BDS, the currency of the bid shall be in **Kenya Shillings**.
- 10.5 The currency of the bid, the currency of award and the currency of the contract payments shall be similar.

## 11.0 Evidence to confirm eligibility and Conformity of the Non-consulting services and Related Services

- 11.1 Bidders shall be required to furnish documentary evidence to confirm that the technical specifications and standards meet the requirements in Part V – Work Schedules and Specifications.
- 11.2 Bidders shall also be required to provide a description of the proposed methodology, work plan and schedule.

## 12.0 Evidence confirming Bidders Eligibility and Qualifications

- 12.1 Bidder shall provide the documents required in Part III – Evaluation and Qualification Criteria to confirm their eligibility and qualifications.

## 13.0 Period of Bid Validity

- 13.1 Bids shall remain valid for the bid validity period specified in the BDS. Commencement of the bid validity period shall be from the deadline of bid submission and any bid that is valid for a shorter period shall be rejected by MESPT.
- 13.2 MESPT may extend the bid validity period for a further duration as may be specified in the BDS where it's necessary to enable completion of the procurement process.
- 13.3 Bidders shall utilize the form of bid security provided in Part VI – Standard Bidding Forms.
- 13.4 Bid security shall take the following forms as may be specified in the BDS.
- a) Cash
  - b) Bank guarantee
  - c) Guarantee issued by an insurance company
  - d) Letter of credit

#### 14.0 Format and Signing of Bids

- 14.1 The format for signing of bids, labelling of bids and number of copies to be submitted shall be specified in the BDS.
- 14.2 Bids shall be signed by an authorized representative of the bidder and such authorization shall be in the form provided in the BDS.

#### 15.0 Submission and Opening of Bids

- 15.1 Bids shall be submitted electronically in the manner specified in the BDS and opened electronically in the manner specified in the BDS.
- 15.2 Withdrawal, substitution, or modification of bids shall be done electronically in the manner specified in the BDS.
  - a) **Withdrawal** of a bid refers to a situation where a Bidder does not wish to participate in the bidding process and therefore, they would like to pull out their bid prior to the bid closing/opening date. The Bidders bid document shall be returned unopened on the date of tender opening.
  - b) **Substitution** of a bid refers to a situation where a Bidder would like to replace their submitted bid with a fresh bid prior to the bid closing/opening date. The Bidders bid document shall be returned unopened on the date of tender opening.
  - c) **Modification** of a bid refers to a situation where a Bidder wishes to change any aspect of the bid prior to the bid closing/opening date. In such a situation, a Bidder shall be allowed to provide additional bid documents but cannot pull out the original bid submitted.
- 15.3 Bids shall be submitted and opened in the manner specified in the BDS and on the date and time specified in the BDS.
- 15.4 Later bids shall be rejected.

#### 16.0 Evaluation and Comparison of Bids

- 16.1 The evaluation criteria and procedure for evaluation shall be set out in Part III – Evaluation and Qualification Criteria.
- 16.2 During the evaluation, MESPT may request clarification on the submitted bid, prices given, and errors discovered.
- 16.3 Evaluation of the bids shall be based on the bid itself without relying on any extrinsic information.
- 16.4 Where bidders are allowed to quote in multiple foreign currencies, the rate of exchange rate to be used for purposes of evaluation shall be the exchange rate specified in the BDS.
- 16.5 MESPT shall determine the bids that are substantially responsive as indicated in Part III – Evaluation and Qualification Criteria and proceed to establish the bidder with the lowest evaluated price. Comparison of prices shall include all cost aspects.

## 17.0 Abnormally Low and Abnormally High Bids

- 17.1 An abnormally low bid is one that appears unreasonably low in comparison with other bids and the market. For such a bid, MESPT shall seek written clarification from the bidder including a cost breakdown to establish whether the prices are reasonable.
- 17.2 Where MESPT establishes that the Bidder has failed to demonstrate its capability to perform the contract, MESPT shall reject the bid.
- 17.3 An abnormally high bid is one which appears unreasonably too high to the extent that MESPT might not be getting value for money. For such a bid, MESPT shall undertake a market survey and make the following decisions as may applicable:
  - a) If the bid price is high due to wrong initial estimates of the contract, MESPT may accept or reject the bid as may be determined by MESPT's budget ceilings.
  - b) If the bid price is high due to wrong specifications, scope of work and/or conditions of contract, MESPT shall reject all bids and initiate a new bidding process with correct specifications, scope of work and conditions of contract.

## 18.0 Due diligence

- 18.1 MESPT shall undertake due diligence on the bidder identified as having the lowest evaluated price using the criteria identified in Part III – Evaluation and Qualification Criteria.

## 19.0 Award of Contract

- 19.1 Award of contract shall be based on the Bidder with the Lowest Evaluated Bid as identified in Part III – Evaluation and Qualification Criteria.
- 19.2 MESPT shall issue a notification of award. Within the period stipulated in the notification of award, the successful Bidder shall accept the award.

## 20.0 Signing of Contract

- 20.1 Within Fourteen (14) days of receipt of the contract agreement or any other period specified in the BDS, the successful Bidder shall sign, date and return the contract agreement to MESPT.

## 21.0 Performance Security

- 21.1 If specified in the BDS, the bidder shall avail performance security in the amount and form identified in the BDS.
- 21.2 Failure by the successful bidder to submit the performance security where required or to sign the contract shall be grounds for withdrawal of the award and forfeiture of the bid security if it has been submitted.

## APPENDIX TO PART II: BID DATA SHEET (BDS)

Reference Section in the Instructions to Bidders (ITB)	Particulars to the Instructions To Bidders (ITB)
1.1	<b>Purview of Bid</b> <b>Name of the Bid: PROVISION OF TRELLIX ENDPOINT DETECTION AND RESPONSE SECURITY SOLUTION.</b> <b>Identification no. of the bid: MESPT-ICT-10-2025</b>
2.3	The intended duration for completion is <u>8 weeks</u>
3.1	<b>Eligible Bidders</b> The maximum number of JVs shall be: <u>N/A</u> Proof of existence of a JV shall be select one <b>(a JV agreement or letter of intent to enter into a JV)</b>
3.5	<b>Eligible Bidders</b> Bidders shall be required to provide the following: a) Evidence of a registered business in Kenya or country of domicile b) Evidence of registration with the relevant authority c) Any other requirements in Part III: Evaluation & Qualification Criteria
5.1	<b>Clarification of Bid Documents</b> Bidders shall request for clarification within <u>5</u> business/working days prior to the date of bid opening MESPT shall respond to requests for clarification within <u>2</u> business/working days from the date of receipt of the request.
6.1	<b>Pre-bid meeting</b> Pre-bid meeting <b>SHALL NOT</b> be held.
10.3	<b>Bid Prices, Discounts and Currency of Bid</b> Prices shall not vary during the duration of the contract
10.3	<b>Bid Prices, Discounts and Currency of Bid</b> The bid shall not be divided into lots
10.4	<b>Bid Prices, Discounts and Currency of Bid</b> Currency of the bid shall be: <u>Kenya Shillings</u>
11.3	<b>Evidence to confirm eligibility and conformity of the non-consulting services and related services</b> Period Shall be <b>three (3) years</b> .
13.1	<b>Period of Bid Validity</b> Bids shall be valid for <u>90</u> days from the date of bid opening
13.2	<b>Period of Bid Validity</b> Bid validity period shall be extended by <u>30</u> days
13.4	<b>Period of Bid Validity</b> Bid security shall be in the form of a <b>N/A</b>
14.1	<b>Format and Signing of Bids</b> Bids shall bear the following details: <b>Name of Bid: PROVISION OF TRELLIX ENDPOINT DETECTION AND RESPONSE SECURITY SOLUTION.</b>

	<b>Reference Number: MESPT-ICT-10-2025</b>
14.2	<b>Format and Signing of Bids</b> Bids shall be accompanied by a Power of Attorney
15.1	Submission and Opening of Bids Bids shall be submitted through electronic means in the following manner: <b>Bids shall be submitted via email address; <a href="mailto:tender@mespt.org">tender@mespt.org</a></b>
15.2	<b>Submission and Opening of Bids</b> Bids may be withdrawn, modified, or substituted through electronic means in the following manner <b>(An email shall be shared with the bidders with the opening outcome/bid summary)</b>
15.3	<b>Submission and Opening of Bids</b> Opening of bids shall be through electronic means on the date and time below: Date: <b>26<sup>th</sup> May 2025</b> Time: <b>12:00 Noon (East Africa Time)</b> <b>Bidders shall be notified via email on the bid opening outcome</b>
16.4	<b>Evaluation and Comparison of Bids</b> Exchange prevailing on <b>(May 2025)</b> as provided by the Central Bank of Kenya
20.0	<b>Signing of Contract</b> Contract shall be signed within <b>21 days</b> from the date of notification of award
21.1	<b>Performance Security</b> Performance security SHALL be applicable. Amount of performance security shall be <b>10% of the total contract amount</b> Form of Performance Security shall be <b>bank guarantee</b>

### PART III: EVALUATION AND QUALIFICATION CRITERIA

#### Stage I: Preliminary/Mandatory Evaluation

The following criteria shall apply for the preliminary/mandatory evaluation. Failure to meet the requirements of the preliminary/mandatory evaluation shall lead to disqualification from the rest of the bidding process.

- Copy of CR12
- Copy of Certificate of Incorporation
- Valid Tax Compliance Certificate
- Valid Business Permit
- Proof of relevant licenses

## Stage 2: Technical Evaluation

The following criteria shall apply for the technical evaluation. Failure to meet the requirements of the technical evaluation shall lead to disqualification from the rest of the bidding process.

No.	Criteria	Score
1.	Qualification and experience profile of the firm relevant to this assignment. At least five years' experience in implementing related ICT solutions. Experience in implementing McAfee is an added advantage <b>(20 Points)</b>	20 Points
2.	Ability of the proposed solution to meet the Technical Specifications and Requirements in section II in the Terms of Reference. The proposed solution shall be demonstrated on an existing client site <b>(30 points)</b>	30 points
3.	Technical qualifications of the technical personnel, certifications from Trellix for implementation of the proposed solution. The technical personnel should have at least 4 years of experience implementing similar ICT security solutions. <b>(20 Points)</b>	20 points
4.	Letters of recommendation by three major clients where the vendor has implemented Trellix end point security and EDR or McAfee in an organization of the size of MESPT or larger. These clients may be visited for a demo of the solution. <b>(15points)</b>	15 points
5.	Letters of recommendation by three major clients where the vendor provides service level Agreement or managed services for the solution. <b>(15 points)</b>	15 points
	<b>Total points</b>	<b>100 Points</b>

## Stage 3: Financial Evaluation

Financial evaluation shall involve comparison of the bid prices of the bidders who pass **stage I and/or stage 2** and confirmation that the Bidder has quoted for the required items as per the instructions set by MESPT.

## Stage 4: Commercial Evaluation

This stage shall involve comparison of the transaction requirements of MESPT vis-à-vis the bid placed by the successful bid and it shall include the following:

- Confirmation whether the delivery period meets the requirements set by MESPT.
- Whether the prices are inclusive/exclusive taxes and currency of the prices.
- Whether the payment terms conform to the requirements of MESPT.

## Stage 5: Due Diligence Exercise

This stage shall involve confirmation and verification of the requirements and evidence submitted in Stage I and Stage 2, e.g. confirmation of previous client references/assignments, confirming validity of mandatory documents, etc. All the processes that shall be involved in the due diligence exercise shall be stated here.

***Three past references and their contacts (firm, contact person, email, phone number, location). The contacts should be willing to 1) allow MESPT to undertake due diligence by conducting interviews and 2) share their practical experience in utilization of the system(s).***

#### **Award Criteria without Lots**

Award will be made to the successful Bidder who has passed the five (5) stages above as may be required for the specific bidding process with the lowest bid price.

#### PART IV: PRICED ACTIVITY SCHEDULES

##### I. Price schedule for non-consulting services

*(The price schedule below can be amended to suit the requirements of MESPT)*

#	Description of Non-consulting Services	Unit of Measure (UoM)	Quantity (Kshs)	Unit Price (Kshs)	Total Price (Kshs)
1.					
2.					
3.					

#### Notes

- a) Prices quoted shall be inclusive of all taxes.
- b) The prices above should capture each chargeable cost.

## **PART V: TERMS OF REFERENCE**

### **PROVISION OF TRELLIX ENDPOINT DETECTION AND RESPONSE SECURITY SOLUTION.**

#### **INTRODUCTION**

Micro-Enterprises Support Programme Trust (MESPT) is a Kenyan development organization established in 2002. MESPT's overall objective is to promote economic growth, employment creation and poverty alleviation through enterprise development. This is achieved predominantly through support to the development of agricultural value chains whilst embracing and promoting the green growth and climate change agenda. Through its vision of building a more Prosperous Society, MESPT facilitates increased commercialization, decent employment and green transformation through targeted interventions in the selected value chains. The Trust is a multi-donor entity jointly founded by the Government of Kenya and the European Union who later relinquished their position to the Royal Danish Embassy in Kenya, Ministry of Foreign Affairs of Denmark (DANIDA). To learn more about MESPT, please visit [www.mespt.org](http://www.mespt.org).

#### **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from vendors for an Endpoint Security Solution. The Endpoint Security solution must provide continuous endpoint monitoring, behavioural analysis, incident response, and capabilities to identify and mitigate advanced threats. It must integrate seamlessly with the existing infrastructure and provide centralized visibility and management.

#### **II. OBJECTIVE**

The objective of this RFP is to acquire and deploy Trellix endpoint security solution that improves the detection of threats and protection from threats on endpoint devices across MESPT. The specific Objectives are as follows:

1. Simplify deployment using a central management solution
2. Provide high quality proactive threat detection and response capabilities
3. End point protection for targeted attacks
4. Proactive web security
5. Provide analysts with machine-generated insights into attacks and proactive insight on threats before the attack
6. Zero-day threat detection.

7. Rollback remediation
8. Fast report generation; provide the right data at the right time for the task at hand i.e. historical search, real time search, on-demand data collection and trending campaigns.
9. Reduce the mean time to detect and respond to threats
10. Seamless integration with other security infrastructure to expand visibility, increase operational efficiency and improve outcomes

### Technical Specifications and Requirements

Requirement	Compliance Yes/No	Description on Capability
<b>Endpoint Detection and Response:</b> <ol style="list-style-type: none"> <li>1. <b>Provide high quality proactive threat detection and response capabilities.</b> The solution must provide always-on data collection and multiple analytic engines throughout detection and investigation stages to help accurately surface suspicious behavior, make sense of alerts, and inform action.</li> <li>2. <b>Cross platform support:</b> End point security for Microsoft windows, Linux, MAC OS.</li> <li>3. <b>Seamless Integration:</b> The solution should be able to integrate with other security infrastructure to expand visibility, increase operational efficiency and improve outcomes.</li> <li>4. <b>Zero-Day Exploit Protection:</b> Detect and mitigate zero-day exploits that are not detected by traditional signature-based methods.</li> <li>5. <b>Device Control:</b> provide comprehensive device management to enable safe use of removable media.</li> </ol>		

<p>6. <b>Drive Encryption:</b> protection of data on systems by encrypting the entire hard drive by offering pre-boot authentication and a powerful encryption engine to prevent unauthorized access, loss and exposure.</p> <p>7. <b>Application Control and change control:</b> write protect and read protect critical files from unauthorized tampering</p> <p>8. <b>Malware and Fileless Attack Prevention:</b> Prevent advanced malware and fileless attacks that evade traditional detection methods.</p> <p>9. <b>Proactive Threat Hunting:</b> Enable security teams to conduct proactive searches for hidden or undetected threats.</p> <p>10. <b>Behavioral Analytics</b> - Behavior-based detection results that map to the MITRE ATT&amp;K® framework to support a more consistent process to determine the phase of a threat and its associated risk, and to prioritize a response.</p> <p>11. <b>Central Management:</b> The solution should provide scalable, simple deployment. The solution should provide a centralized security management platform that simplifies deployment and ongoing maintenance of the Endpoint Security Solution. The solution should provide management flexibility to fit diverse organizational needs</p> <p>12. <b>Role based Access:</b> The solution should provide role-based access by function.</p> <p>13. <b>Reporting</b></p>		
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<ul style="list-style-type: none"> <li>i. <b>Dashboards:</b> The solution should provide dashboards with drill down capability to make it easier to identify and select a spike of events or network flows.</li> <li>ii. <b>Scheduled Reports:</b> The solution should have the ability to schedule reports and send exception alerts.</li> <li>iii. <b>The ability to generate alerts:</b> The solution must be able to provide real-time monitoring and rule-based alerting.</li> <li>iv. <b>Report Creation:</b> The solution must provide an intuitive reporting interface that can leverage existing reports or the creation of new reports. The reports should also provide for drill down capabilities.</li> </ul>		
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### III. EXPECTED DELIVERABLES

- i. Inception report for the assignment outlining approach/methodology.
- ii. Endpoint Security Solution Implemented according to MESPT requirements and Use Cases
- iii. Add-ons or customization
- iv. Training of MESPT ICT team
- v. Licenses

### IV. Assignment Timelines

The consultant should finish all the above within eight weeks.

### V. Submission Procedure

The companies that wish to send their proposal can do so through [tender@mespt.org](mailto:tender@mespt.org) by **26<sup>th</sup> May 2025 at 12.00pm**

## **VI. Criteria Score**

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest and capability to supply MESPT with Trellix Endpoint security solution and EDR that meets the requirements specified in section II under Technical Specifications and Requirements.

### **Evaluation Criteria**

1. **Completeness of Solution in regard to satisfying requirements.** Evaluation of the supplier's overall solution regarding how well it satisfies our requirements. Include planning, scheduling, designing, implementing and managing a comprehensive solution incorporating the latest versions, technology and industry best practices.
2. **Experience.** Evaluation of the supplier's experience implementing the proposed solution. The supplier must demonstrate that they can provide a solution that meets the requirements of this RFP and encompass flexibility, scalability, performance, management, security, and usability while leveraging our existing system components where feasible. Evaluation of the supplier's track record of product service, support, and customer satisfaction. Supplier commitment to developing, enhancing, and maintaining systems and flexibility of systems to meet future changing business needs.
  1. Qualification and experience profile of the firm relevant to this assignment. At least five years' experience in implementing related ICT solutions. Experience in implementing McAfee is an added advantage **(20 Points)**
  2. Ability of the proposed solution to meet the Technical Specifications and Requirements in section II in the Terms of Reference. The proposed solution shall be demonstrated on an existing client site **(30 points)**
  3. Technical qualifications of the technical personnel, certifications from Trellix for implementation of the proposed solution. The technical personnel should have at least 4 years of experience implementing similar ICT security solutions. **(20 Points)**
  4. Letters of recommendation by three major clients where the vendor has implemented Trellix end point security and EDR or McAfee in an organization of the size of MESPT or larger. These clients may be visited for a demo of the solution. **(15points)**
  5. Letters of recommendation by three major clients where the vendor provides service level Agreement or managed services for the solution. **(15 points)**

### **Notice to bidders on Technical Evaluation**

- All bidders should indicate reference sites on Trellix implementation or McAfee.

- All proposals shall be submitted in soft copy.
- Bidders Must meet all our requirements to be progressed to the financial evaluation.

### Financial Evaluation

- The lowest evaluated bidder who meets all our technical evaluation will be recommended for award
- Detailed Cost Schedules: Provide detailed, itemized unit and total costs for each component and service proposed.

Deliverables	% Amounts to be paid
1. Inception report for the assignment outlining approach/methodology.	20%
1. Trellix Endpoint security solution and EDR implemented according to MESPT requirements and Use Cases 2. Trellix Licenses for the above solutions received	50%
3. Training of MESPT ICT team 4. As built documentation and other relevant documentations	30%
<b>Total</b>	<b>100%</b>

### Conditions

- MESPT reserves the right to accept or reject any proposal.
- Any canvassing will lead to automatic cancellation of the submitted proposal.

### VII. SUBMISSION OF PROPOSALS

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and emailed through [tender@mespt.org](mailto:tender@mespt.org) and clearly named as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”. The subject of the email should clearly capture the description. The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, MESPT shall request via email the Proposer to submit the password to open the Financials. Interested applicants should send their proposals to [tender@mespt.org](mailto:tender@mespt.org) by **26<sup>th</sup> May 2025 at 12.00 Hours**. Kindly send your clarifications to [procurement@mespt.org](mailto:procurement@mespt.org) by **15<sup>th</sup> May 2025 at 12.00Hours**.

## PART VI: STANDARD BIDDING FORMS

### I. Form of Bid

Date\_\_\_\_\_

Bid No.\_\_\_\_\_

To: **Micro Enterprise Support Programme Trust (MESPT)**

**Chief Executive Officer**

1. Having examined the Bid documents including Addenda Nos. .... [insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide (..... (insert description of services) in conformity with the said Bid documents for the sum of..... (total bid 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 bid.
2. We undertake, if our Bid is accepted, to provide the services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Bid is accepted and when required, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by MESPT.
4. We agree to abide by this Bid for a period of ..... [number] days from the date fixed for bid opening of the Instructions to Bidders (as indicated in the BDS), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

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

\_\_\_\_\_

[signature]

[in the capacity of]

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

## 2. Supplier Questionnaire Form

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

You are advised that you will be sanctioned from future bids by MESPT if you give false information on this form.

### *Part 1 - General:*

Business Name .....

Location of business premises.

.....

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

Postal Address ..... Tel No. .... Fax ..... E mail  
.....

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time - Kshs.  
.....

Name of your bankers ..... Branch  
.....

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age

.....

Nationality ..... Country of origin

.....

- Citizenship details

.....

**Part 2 (b) Partnership**

Given details of partners as follows:

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

**Part 2 (c ) – Registered Company**

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows:

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

5

.....  
.....

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization, or registration.

### 3. Bid Security Form

Whereas ..... [*name of the Bidder*]

(hereinafter called "the bidder") has submitted its bid dated ..... [*date of submission of bid*] for provision of ..... [*name and/or description of the services*] (hereinafter called "the Bid") ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [*name of The Buyer*] (hereinafter called "The Buyer") in the sum of ..... for which payment well and truly to be made to the said The Buyer, 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 Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Buyer during the period of Bid 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 Bidders.

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

This bid guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*] \_\_\_\_\_

(*Amend accordingly if provided by Insurance Company*)

#### 4. Performance Security Form

To .....

[*name of The Buyer*]

WHEREAS ..... [*name of bidder*] (hereinafter called “the bidder”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated 20 to supply ..... [*description of non-consulting services*] (hereinafter called “the Contract”).

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the bidder, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the bidder 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 you 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\_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
\_\_\_\_\_

[*name of bank or financial institution*]

\_\_\_\_\_  
\_\_\_\_\_

[*address*]

\_\_\_\_\_  
\_\_\_\_\_

[*date*]

## 5. Contractor's Representative and Key Personnel Schedule

1.	<b>Title of position:</b> Contractor's Representative	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	<b>Title of position:</b> [_____]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	<b>Title of position:</b> [_____]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	<b>Title of position:</b> [_____]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

## 5. Declaration

I, the undersigned..... *[insert either “Contractor's Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications, and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) Be taken into consideration during bid evaluation;
- b) Result in my disqualification from participating in the bid;
- c) Result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel:

\_\_\_\_\_

\_\_\_\_\_  
*[insert name]* Signature:

\_\_\_\_\_

\_\_\_\_\_

Date: (day month year):

\_\_\_\_\_

\_\_\_\_\_

Countersignature of authorized representative of the Bidder:

Signature: \_\_\_\_\_ Date:(day month year): \_\_\_\_\_

## PART VII: GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1.0 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Buyer and the Service Provider to resolve disputes in the first instance;
- b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Buyer;
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause I of such signed Contract;
- e) “Contract Price” means the price to be paid for the performance of the Services;
- f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;
- g) “Buyer” means Micro Enterprises Support Programme Trust (MESPT) or party who employs the Service Provider;
- h) “Foreign Currency” means any currency other than the currency of Kenya;
- i) “GCC” means these General Conditions of Contract;
- j) “Government ”means the Government of Kenya;
- k) “Local Currency ”means Kenya shilling;
- l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the PCC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Buyer under this Contract;
- m) “Party” means the Buyer or the Service Provider, as the case maybe, and “Parties” means both of them;
- n) “PCC” means the Particular Conditions of Contract by which the GCC may be amended or supplemented;
- o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Buyer;
- q) “Service Provider's Bid” means the completed Bidding Document submitted by the Service Provider to the Buyer;
- r) “Specifications” means the specifications of the service included in the Biding Document submitted by the Service Provider to the Buyer;

- s) “Services” means the work to be performed by the Service Provider pursuant to this Contract and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services;
- u) “Project Manager” shall be the person appointed by the Buyer to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Buyer and notified to the Contractor.
- v) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

### **1.1 Applicable Law**

The Contract shall be interpreted in accordance with the Laws of Kenya.

### **1.2 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.3 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address specified in the PCC.

### **1.4 Location**

The Services shall be performed at such locations as are specified, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Buyer may approve.

### **1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Buyer or the Service Provider may be taken or executed by the officials specified in the PCC.

### **1.6 Inspection and Audit by MESPT**

The Service Provider shall permit and shall cause its sub-contractors and sub-consultants to permit MESPT and/or persons appointed by MESPT to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by MESPT.

## **1.7 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **4.0 Commencement, Completion, Modification, and Termination of Contract**

### **4.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe stated in the PCC.

### **4.2 Commencement of Services**

#### **2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Buyer for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

#### **2.2.2 Starting Date**

The Service Provider shall start carrying out the services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the PCC.

### **4.3 Intended Completion Date**

Unless terminated earlier, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the PCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages. In this case, the Completion Date will be the date of completion of all activities.

### **4.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### **2.4.1 Value Engineering**

The Service Provider 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, if applicable) the Buyer may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

The Buyer 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 lifecycle costs to the Buyer; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Buyer, without compromising the necessary functions of the Facilities.

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

- a) A reduction of the Contract Price; the amount to be paid to the Service Provider 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 lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## **4.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event;

- a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **4.6 Termination**

### **2.6.1 By the Buyer**

The Buyer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Buyer may have subsequently approved in writing;
- b) If the Service Provider become insolvent or bankrupt;
- c) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) If the Service Provider, in the judgment of the Buyer, has engaged in Fraud and Corruption in competing for or in executing the Contract.

### **2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Buyer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a) If the Buyer fails to pay any monies due to the Service Provider pursuant to this Contract within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment up on Termination**

Upon termination of this Contract, the Buyer shall make the following payments to the Service Provider:

- a) Remuneration for Services satisfactorily performed prior to the effective date of termination;

- b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### **3.0 Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as a faithful adviser to the Buyer, and shall at all times support and safeguard the Buyer's legitimate interests in any dealings with Subcontractors or third parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Service Provider not to benefit from Commissions and Discounts.**

The remuneration of the Service Provider shall constitute the Service Provider's sole remuneration in connection with this Contractor the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

##### **3.2.2 Service Provider and Affiliates not to be otherwise interested in the Project**

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### **3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) After the termination of this Contract, such other activities as may be specified in the PCC.

### **3.3 Confidentiality**

**3.3.1** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Buyer's business or operations without the prior written consent of the Buyer.

### **3.3.2 The Service Provider**

- a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its own cost (or the subcontractors', as the case may be) but on terms and conditions approved by the Buyer, insurance against the risks, and for the coverage, as shall be specified in the PCC; and
- b) at the Buyer's request, shall provide evidence to the Buyer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.4 Service Provider's actions requiring Buyer's Prior Approval**

The Service Provider shall obtain the Buyer's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the Personnel not listed by name as "Key Personnel and Subcontractors."
- c) Changing the Program of activities; and
- d) Any other action that may be specified in the PCC.

### **3.5 Reporting Obligations**

The Service Provider shall submit to the Buyer the reports and documents as may be specified in the PCC, in the numbers, and within the periods set forth in PCC.

### **3.6 Documents Prepared by the Service Provider to Be the Property of the Buyer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider shall become and remain the property of the Buyer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Buyer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the PCC.

### **3.7 Liquidated Damages**

#### **3.7.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Buyer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not

exceed the amount defined in the PCC. The Buyer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

### **3.7.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Buyer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in the PCC.

### **3.7.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Buyer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed and specified in the PCC.

## **3.8 Performance Security**

The Service Provider shall provide the Performance Security to the Buyer no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Buyer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

## **3.9 Fraud and Corruption**

The Buyer requires the Service Provider 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.

## **3.10 Sustainable Procurement**

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the PCC.

## **5.0 Service Provider's Personnel**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in the Standard Bidding Forms. The Key Personnel and Subcontractors listed by title as well as by name must be approved by the Buyer.

#### **4.2 Removal and/or Replacement of Personnel**

- a) Except as the Buyer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Buyer finds that any of the Personnel have
  - (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Buyer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Buyer.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **7.0 Obligations of the Buyer**

##### **7.1 Assistance and Exemptions**

The Buyer shall use its best efforts to ensure that the Government shall provide the Service Provider with such assistance and exemptions as specified in the PCC.

##### **7.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the contract amounts, as the case may be.

##### **7.3 Services and Facilities**

The Buyer shall make available to the Service Provider the Services and Facilities listed in the bid document.

#### **6.0 Payments to the Service Provider**

##### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services. The Contract Price may only be increased above the amounts stated this contract if the Parties have agreed to additional payments.

##### **6.2 Contract Price**

- a) The price payable is set forth in the PCC.
- b) Price may be payable in foreign currency, if so allowed in this document.

### **6.3 Payment for Additional Services and Performance Incentive Compensation**

**6.3.1** If the PCC so specify, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

### **6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule stated in the PCC. Unless otherwise stated in the PCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the PCC. Any other payment shall be made after the conditions listed in the PCC for such payment have been met, and the Service Provider have submitted an invoice to the Buyer specifying the amount due.

### **6.5 Interest on Delayed Payments**

If the Buyer has delayed payments beyond thirty (30) days after the due date stated in the PCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the PCC.

### **6.6 Price Adjustment**

**6.6.1** Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC.

**6.6.2** If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

### **6.7 Day works**

**6.7.1** If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Buyer has given written instructions in advance for additional services to be paid in that way.

**6.7.2** All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Buyer. Each completed form shall be verified and

signed by the Buyer's representative within two days of the Services being performed.

**6.7.3** The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2.

## **6.8 Quality Control**

### **6.8.1 Identifying Defects**

The principle and modalities of inspection of the services by the Buyer shall be as indicated in the PCC. The Buyer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Buyer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Buyer considers may have a Defect. Defect Liability Period is as defined in the PCC.

### **6.8.2 Correction of Defects, and Lack of Performance Penalty**

- a) The Buyer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Buyer's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Buyer's notice, the Buyer will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance.

## **7.0 Settlement of Disputes**

### **7.1 Contractor's Claims**

**7.1.1** If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

**7.1.2** If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Buyer shall be discharged from all liability in connection with the claim.

### **7.2 Matters that may be referred to arbitration**

**7.2.1** Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- d) Any dispute arising in respect of war risks or war damage.
- e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Buyer and the Contractor agree otherwise in writing.

### **7.3 Amicable Settlement**

**7.3.1** Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction should move to commence arbitration after the thirtieth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

### **7.4 Arbitration**

**7.4.1** Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

**7.4.2** The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

**7.4.3** Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

**7.4.4** Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

**7.4.5** The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

**7.5 Arbitration with proceedings**

**7.5.1** In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

**7.5.2** The institution written to first by the aggrieved party shall take precedence over all other institutions.

**7.5.3** The arbitration maybe on the construction of this Contractor on any matter or thing of whatsoever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to have been entitled to or the measurement and valuation referred to in these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

**7.5.4** Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

**7.5.5** Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

**7.5.6** The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in

his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

**7.5.7** The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

**7.5.8** The award of such Arbitrator shall be final and binding upon the parties.

## **7.6 Failure to Comply with Arbitrator's Decision**

**7.6.1** In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

## **7.7 The Adjudicator**

**7.7.1** Should the Adjudicator resign or die or should the Buyer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Buyer and the Service Provider. In case of disagreement between the Buyer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within 14 days of receipt of such request.

**7.7.2** The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the type's specified in the PCC, and the cost shall be divided equally between the Buyer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

## PART VIII: PARTICULAR CONDITIONS OF CONTRACT (PCC)

The following Particular Conditions of Contract (PCC) 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 General Conditions of Contract (GCC).

*(Amend the provisions of the PCC below as may be appropriate)*

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract (PCC)</b>
1.3	<b>Notices</b> The addresses are: Micro and Small Enterprises Support Programme Trust (MESPT) Attention: _____ Telex: _____ Service Provider: _____ Attention: _____ Email address _____
1.5	<b>Authorized Representatives</b> The Authorized Representatives are: For MESPT: _____ For the Service Provider: _____
2.1	<b>Effectiveness of Contract</b> The date on which this Contract shall come into effect is _____
2.2.2	<b>Starting Date</b> The Starting Date for the commencement of Services is _____
2.3	<b>Intended Completion Date</b> The Intended Completion Date is _____
2.4.1	<b>Value Engineering</b> If the value engineering proposal is approved by MESPT the amount to be paid to the Service Provider shall be ____% (insert appropriate percentage). The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	<b>Prohibition of Conflicting Activities</b> Activities prohibited after termination of this Contract are: _____
3.3.2	<b>Insurance</b> (i) The risks and coverage by insurance shall be: (ii) Third Party motor vehicle (iii) Third Party liability (iv) MESPT's liability and workers' compensation (v) Professional liability (vi) Loss or damage to equipment and property
3.4 (d)	<b>Service Provider's actions requiring Buyer's Prior Approval</b>

	The other actions are _____
3.5	<b>Reporting Obligations</b> The Service Provider shall provide the following reports _____ Within the following timelines _____
3.6	<b>Documents prepared by the Service Provider to be the property of the Buyer</b> Restrictions on the use of documents prepared by the Service Provider are: _____ _____
3.7	<b>Liquidated Damages</b> The liquidated damages rate is 0.5% per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.7.2	<b>Correction for Over-payment</b> Not applicable
3.7.3	<b>Lack of Performance Penalty</b> The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
3.10	<b>Sustainable Procurement</b> As provided in the schedule of requirements
5.1	<b>Assistance and Exemptions</b> The assistance and exemptions provided to the Service Provider are: _____ _____
6.2(a)	<b>Contract Price</b> The amount in Kenya Shillings _____.
6.3	<b>Payment for Additional Services and Performance Incentive Compensation</b> The performance incentive paid to the Service Provider shall be: _____ _____
6.4	<b>Terms and Conditions of Payment</b> Payments shall be made according to the following schedule: <ul style="list-style-type: none"> <li>• _____</li> <li>• _____</li> </ul> Within a period of _____ Conditions for any other payments shall be _____
6.5	<b>Interest on Delayed Payments</b> <b>Not Applicable</b>
6.6.1	<b>Price Adjustment</b>

	Price adjustment is _____ in accordance with Sub-Clause 6.6.1 Procedure for price adjustment shall be as follows: _____
6.8.1	<b>Quality Control</b> The principle and modalities of inspection of the Services by MESPT are as follows: _____ The Defects Liability Period is _____.
7.7.1	<b>The Adjudicator</b> The designated Appointing Authority for a new Adjudicator is _____
7.7.2	<b>The Adjudicator</b> The Adjudicator is _____. Who will be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized: _____

### Form of Contract

This CONTRACT (herein after called the “Contract”) is made the [day] day of the month of [month],[year], between, on the one hand, **Micro Enterprises Support Programme Trust** (herein after called the “The Buyer”) and, on the other hand, [name of Service Provider](hereinafter called the “ Service Provider”).

### WHEREAS

- a) The Buyer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
  - b) The Service Provider, having represented to the Buyer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of... ;
1. 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) The Form of Bid
    - c) The Addenda Nos. (if any)
    - d) Particular Conditions of Contract
    - e) General Conditions of Contract
    - f) The Specification (including Schedule of Requirements and Technical Specifications)
    - g) The Priced Activity Schedule
    - h) The completed Schedules (including Price Schedules)
    - i) Any other document listed in GCC as forming part of the Contract
  - c) In consideration of the payments to be made by The Buyer to the Supplier as specified in this Agreement, the Supplier hereby covenants with The Buyer to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The mutual rights and obligations of the Buyer and the Service Provider shall be as set forth in the Contract, in particular:
    - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
    - b) The Buyer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year indicated above.

For and on behalf of **Micro Enterprises Support Programme Trust (MESPT)**

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 Service Provider

Signed: \_\_\_\_\_ [*insert signature of authorized representative(s) of the  
Service Provider* ] in the capacity of \_\_\_\_\_ [*insert title or other appropriate  
designation*] in the presence of \_\_\_\_\_ [*insert identification of official witness*]