



**TENDER FOR PROPOSED FOR PROVISION OF WEB APPLICATION  
FIREWALL (WAF)/12/2022**

**TENDER NO:CPF/FOR PROVISION OF WEB APPLICATION FIREWALL  
(WAF)/12/2022**

CPF House 7<sup>th</sup> Floor, Haile Selassie Avenue,  
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Nairobi | Mombasa | Kisumu | Eldoret | Meru | Nakuru | Garissa | Nyeri | Bungoma

## **SECTION I: INVITATION TO TENDER**

**RE: proposed for provision of web application firewall (WAF)/12/2022**

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### **SECTION I - INVITATION FOR BIDS**

The Laser Infrastructure and Technology Solutions (LITES) invite interested eligible bidders to submit their bids WAF. LITES is a technology subsidiary of CPF Financial Services Ltd.

A complete set of tender documents may be downloaded by interested candidates free of

charge from [www.cpf.or.ke](http://www.cpf.or.ke). All bidders taking part in this tender must forward their particulars immediately for recording and any further clarifications and addenda to [info@cpf.or.ke](mailto:info@cpf.or.ke) /[procurement@cpf.or.ke](mailto:procurement@cpf.or.ke) (Company Name and Contact Details)

Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015, the Public Procurement and Disposal Regulations, 2020.

Interested firms may obtain further information on the tender document from ;

**Name of Procuring Entity: CPF Financial services**

**Physical address: Procurement office, mezzanine floor  
CPF House**

**Postal Address: P.O Box 28938-00200**

**Nairobi Kenya.**

**info@cpf.or.ke /procurement@cpf.or.ke**

Completed Tenders are to be enclosed in plain sealed envelopes, **clearly marked** with the **Tender Number: (CPF/PROPOSED PROVISION OF WEB APPLICATION FIREWALL (WAF)/11/2022)** and addressed to:

**The Group Managing Director**

**LITES**

**CPF House, 7<sup>th</sup> Floor.**

**Haile Selassie Avenue P. O. Box 28938, 00200 Nairobi Tel; 2046901 – 05 Fax;  
(020) 2251807 Mobile; 0720433354**

**E-mail; info@cpf.or.ke**

Should be deposited in the Tender Box on **Mezzanine Floor of CPF** House so as to be received on or before **29<sup>th</sup> December 2022 at 11.00 a.m.** local time.

Tenders will be opened on the same day at 11.30 a.m.in the CPF Boardroom on Mezzanine floor in presence of Bidders' representatives who may wish to be present.

Thereafter same will be analysed and successful firms will be formally informed of the same in accordance with the LITES Procurement Regulations.

LITES reserves the right to accept or reject any bid submitted and shall not be bound by the highest or lowest bid or any other offer.

Yours faithfully,

**H. K KILI**

**GROUP MANAGING DIRECTOR/CE**

## **IMPORTANT NOTICE AND INFORMATION TO BIDDERS**

1. The information contained in this Tender, except where the context requires otherwise, has been based on the assumption that the proposed assignment is implemented as described herein. Whilst LITES considers that the assumptions on which this document is based are reasonable, it must be recognized that the reliance that you place on them is a matter of commercial judgment for the bidders alone.
2. Queries relating to the information contained in this document shall be directed only to the contact persons referred to herein. No other person has been authorized to give any information or to make any representation in respect of this Tender or the assignment and, if given or made, such information or representation may not be relied upon as having been authorized by LITES
3. This Tender is confidential and personal to you. It is provided to you on the understanding that it is not to be duplicated or distributed to any other person (s) or institution (s).
4. In the event that the Bidder withdraws its tender during the Validity Period, or the Selected Bidder fails to execute the agreement as agreed to during negotiations, LITES will claim under the Bid Security as liquidated damages and not by way of penalty, in view of it being impossible Accurately to assess the amount of such damage, and May then convert any such security into money.
5. LITES will return the Bid Security to the Selected Bidder in the event that LITES fails to execute an agreement with the Selected Bidder.
6. The Bidder shall be deemed to have carefully examined all of the terms, conditions and requirements of this Tender, and also to have fully informed itself as to all conditions affecting this assignment. Failure to do so is at the Bidder's risk, and no claim will be considered at any time for reimbursement of any expenses incurred as a result of any misunderstanding with regard to the conditions imposed by this Tender.
7. Competitive negotiations may be used should there be need for the same.
8. Unless the context otherwise requires, words importing one gender include all other genders and words importing the singular include the plural and vice versa.
9. Bidders MUST submit declaration statement of not engaging in corrupt activities by filling in the form given in the tender document.
10. Bidders MUST paginate all pages of the tender document

**NOTES:**

- 1.0 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.
- 2.0 All tenders should as much as possible follow the Tender Format with minimal deviations.
- 3.0 The Word Service Provider/Tenderer/Bidder in this Tender means the same – The supplier.
- 4.0 The Client has the discretion to conduct site visits to the supplier’s references at any time after tender submission and before award if it is deemed necessary.
- 5.0 LITES and CPF may be used interchangeably

**SECTION II: INSTRUCTIONS TO BIDDERS.**

**2.1 Eligible Suppliers**

- 2.1.1. This Invitation to tender is open to all Suppliers eligible as described in the invitation for tenders. Successful Supplier shall provide the goods/services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender document.
- 2.1.2. LITES employees, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Suppliers shall provide the qualification information statement that the firm (including all members, of a Joint venture and Subcontractor) 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 LITES to provide sub-contracting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Suppliers involved in corrupt or fraudulent practices or debarred from participating in LITES procurement shall not be eligible. To this provision, LITES defines the terms set forth below as follows: -

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a LITES official in the selection process or in contract execution; and

“Fraudulent practice” means a misrepresentation of facts to influence the action of a LITES official in the selection process and includes collusive practices among firms designed to establish prices at artificial, non-competitive levels and to deprive LITES the benefits of free and open competition.

## **2.2 Cost of tendering**

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

## **2.3 Contents of tender documents**

2.3.1 The tender document comprises of the documents listed below.

- a) Instructions to bidders
- b) Details of service
- c) Form of tender
- d) Tender Undertaking

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

## **2.4 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender document may notify LITES in writing or by post, fax or email at the entity's address indicated in the Invitation for Tenders. LITES 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 CPF Financial Services Ltd. Written copies of LITES response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Contractors who have received the tender documents"

2.4.2 LITES shall reply to any clarifications sought by the supplier within 2 days of receiving the request to enable the firm to make timely submission of its tender.

## **2.5 Amendment of documents**

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

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

2.5.3. To allow prospective Suppliers reasonable time in which to take the amendment into account in preparing their tenders, LITES, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) Documentary evidence that the firm is eligible to tender and is qualified to perform the contract if its tender is accepted.
- (b) Completed Tender Form.
- (c) Tender security.
- (d) Tender undertaking.

## **2.8 Form of Tender**

2.8.1 The bidder shall complete the Form of Tender furnished in the tender document indicating the prices for the items/services quoted for. The Form of tender shall form part of the bidder's tender and is to be enclosed in the tender. (Please NOTE this is a single envelope tender where the technical requirements and the price bid are submitted together in one document).

## **2.9 Tender Prices**

2.9.1 The bidder shall indicate in the form provided in this tender document the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated in the form provided 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 Service provider shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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 10% of the original contract price.

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified.

## **2.11 Bidders eligibility and qualifications.**

2.11.1 Eligible Supplier shall furnish, as part of its tender, documents establishing the supplier's eligibility to tender and its qualifications to perform the contract if the tender is accepted.

2.11.2 The documentary evidence of the supplier's qualifications to perform the contract if its tender is accepted shall establish to LITES satisfaction that the Service provider has the financial and technical capability necessary to perform the contract.

## **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 LITES. A tender valid for a shorter period shall be rejected by LITES as non-responsive.

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

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

2.14.1 The Service provider MUST prepare two copies of the tender, one copy clearly marked on it "ORIGINAL TENDER" and the other "COPY OF TENDER", as appropriate. In the event of any discrepancy between them, the original shall govern. Failure to prepare the copies required may lead to disqualification of the tender.



- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Service provider or a person or persons duly authorized to bind the Service provider to the contract. All pages of the tender, except for unamended printed literature, shall be initiated by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Service provider, in which case such corrections shall be initiated by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The Service provider 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.
- 2.15.2 The inner and outer envelopes shall: -
- (a) Be addressed to LITES at the address given in the Invitation to Tender
  - (b) Bear the tender number and name on the envelope and the words: **“DO NOT OPEN BEFORE”** the day and time stated in the Invitation to Tender.
- 2.15.3 The inner envelopes shall also indicate the name and address of the Service provider 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, LITES 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 LITES at the address specified, no later than the date and time of closing stated in the Invitation to Tender.
- 2.16.2 LITES may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of LITES and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders that cannot fit in the tender box shall be delivered at the Group Managing Director’s Office situated at CPF House on 7<sup>th</sup> floor by 11.00 a.m. on the stated tender deadline. A Delivery Book at the Group Managing Director’s office must be signed by the person submitting the tender as evidence of having delivered the tender.
- 2.16.4 The original tenders shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

## **2.17 Modification and withdrawal of tenders.**

- 2.17.1 The Service provider 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 LITES prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Service provider's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in paragraph 2.15.(Sealing and Marking of Tenders). A withdrawal notice may also be sent by cable, fax, and e-mail 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 Service provider on the Tender Form. Withdrawal of a tender during this interval may result in the Service provider's forfeiture of its tender security.
- 2.17.5 LITES may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 LITES shall give prompt notice of the termination to the Contractors and on request give its reasons for termination within 14 days of receiving the request from any Service provider.

## **2.18 Opening of Tenders**

- 2.18.1 LITES will open all tenders on the same day the tenders are submitted as stated in the Invitation for Tenders.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation, and comparison of tenders, LITES may at its discretion, ask the Service provider for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the Service provider to influence LITES in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Service provider's tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 LITES will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished,

whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 LITES 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 Service provider.

2.20.4 Prior to the detailed evaluation, LITES 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. LITES 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 LITES and may not subsequently be made responsive by the Service provider by correction of the nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, LITES 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 LITES will evaluate and compare the tenders which have been determined to be substantially responsive.

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 LITES evaluation of a tender will consider, in addition to the tender price, the following factors, in the manner and to the extent indicated and in the tender specifications:

- a) operational plan proposed in the tender.
- b) Qualification basis for Contract award

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

**a) Operational Plan.**

LITES requires that the services under the Invitation for Tender shall be performed at the time duration specified. Supplier's offering to perform longer than LITES required contract duration will be treated as non-responsive and rejected.

**b) Qualification basis for Contract award.**

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 Service provider shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide the services 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 and shall not be debarred from participating in LITES procurement.

**SECTION IV – CONDITIONS OF CONTRACT.**

**4.1 Definitions**

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

- a) "The contract" means the agreement entered into between LITES and the Firm as recorded in the Contract 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 Firm under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the firm including materials and incidentals which the Firm is required to provide to LITES under the Contract.
- d) "The Group Managing Director" means the CEO of the organization sourcing for the items/services under this Contract, (CPF Financial Services Ltd/LITES)
- e) "The firm" 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

## **4.2 Application**

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

## **4.3 Standards**

4.3.1 The services provided under this Contract shall conform to the 6 standards mentioned in the SCC.

## **4.5 Patent Right's**

4.5.1 The Firm shall indemnify LITES against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

## **4.6 Inspections and Tests**

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

4.6.2 The inspections and tests may be conducted on the premises of the Firm or its sub firm(s). If conducted on the premises of the Firm or its sub firm(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to LITES.

4.6.3 Should any inspected or tested services fail to conform to the Specifications, LITES may reject the services, and the Firm shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to CPF Financial services.

4.6.4 Nothing in paragraph 4.6 shall in any way release the Firm from any warranty or other obligations under this Contract.

## **4.7 Payment**

4.7.1 The method and conditions of payment to be made to the Firm under this Contract shall be specified in SCC.

## **4.8 Prices**

4.8.1 Prices charged by the firm for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Firm in its tender or in the LITES 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.

#### **4.9 Assignment**

4.9.1 The Firm shall not assign, in whole or in part, its obligations to perform under this contract, except with the LITES prior written consent.

#### **4.10 Termination for Default**

4.10.1 LITES may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Firm, terminate this Contract in whole or in part:

- a) If the Firm fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by LITES.
- b) If the Firm fails to perform any other obligation(s) under the Contract.
- c) if the Firm, in the judgment of LITES has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

4.10.2 In the event LITES 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 Firm shall be liable to LITES for any excess costs for such similar services.

#### **4.11 Termination for insolvency**

4.11.1 LITES may at any time terminate the contract by giving written notice to the firm if the firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the firm, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to LITES.

#### **4.12 Termination for convenience**

4.12.1 LITES by written notice sent to the firm may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the LITES convenience, the extent to which performance of the firm of the contract is terminated and the date on which such termination becomes effective.

4.12.2 For the remaining part of the contract after termination LITES may elect to cancel the services and pay to the firm an agreed amount for partially completed services for the month or quarter period in question.

#### **4.13 Resolution of disputes**

4.13.1 LITES and the firm 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.

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

#### **4.14 Governing Language**

4.14.1 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.

#### **4.15 Force Majeure**

4.15.1 The firm shall not be liable for forfeiture of its professional indemnity, 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.

#### **4.16 Applicable Law.**

4.16.1 The contract shall be interpreted in accordance with the Laws of Kenya unless otherwise specified in the SCC.

#### **4.17 Notices**

4.17.1 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.

## **SPECIAL CONDITIONS OF CONTRACT**

4.18 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.

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

General conditions of contract reference	Special conditions of contract
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4.1 (a)	Parties to sign Contract. <u>Client</u> EXECUTIVE DIRECTOR: LITES <u>Bidder</u> Authorized Signatory.
4.7	The method and conditions of payment shall be as agreed by both parties.
4.8	All price adjustments and variations to the contract shall comply with Regulation 31 of the Public Procurement and Disposal Regulations, 2006.
4.13.2	Disputes shall be referred to an independent arbitrator agreed by both parties.
4.16.1	Applicable Laws Laws of Kenya
4.17	<u>Group Managing Director's address</u> CPF Financial Services Ltd, CPF House, 6 <sup>th</sup> Floor Haile Selassie Avenue P.o. Box 28938 - 00200 NAIROBI. KENYA. Tel; (020) 2046901 -5  <u>Bidder's address</u> Specify address.
Other's as necessary	Complete as necessary

**SECTION V – SPECIFICATIONS**

**Technical Specifications for WAF (Web Application Firewall)**



## Web Application Firewall

Sr. No	Technical Specifications	Compliance (Yes/No)	Remarks
<b>Security Requirements</b>			
1.	WAF must support inline bridge or proxy mode of deployment.		
2.	WAF must have an option to configure in Reverse proxy mode as well.		
3.	The Web application firewall must support both a positive security model and a negative security model. A negative security model explicitly defines known attack signatures.		
4.	Transactions with content matching known attack signatures are blocked. Everything else is allowed.		
5.	The negative security model must include a preconfigured comprehensive and accurate list of attack signatures.		
6.	The Web application firewall must allow signatures to be modified or added by the administrator.		
7.	The Web application firewall must support automatic updates to the signature database, ensuring complete protection against the latest application threats.		
8.	The negative security model must detect known attacks at multiple levels, including operating system, Web server software and application-level attacks.		
9.	The negative security model must detect known malicious users who are often responsible for automated and botnet attacks. Malicious users may include malicious IP addresses, anonymous proxy addresses, and TOR networks.		
10.	A positive security model states what input is allowed; everything else is blocked.		
11.	Out of the box, The WAF must have a database of signatures which are designed to detect known problems and attacks.		
12.	The positive security model must include URLs, directories, cookies, form fields and parameters, and HTTP methods.		
13.	To address the difficulty of configuring the positive security model, the Web application firewall must automatically learn the Web application structure and elements.		
14.	In learning mode, the Web application firewall is used for a period of time with a trusted set of users, and user input to various fields of the Web application is recorded.		
15.	Because Web applications continuously change, the Web application firewall learning mode must be able to recognize application changes while simultaneously protecting Web applications.		

16.	Based on the recording of this input, the acceptable values for input fields are learned.		
17.	The learned values are used as the configuration for input checking in the positive security model.		
18.	The learning mode must learn the structure and elements of the application (directories, URLs, parameters, cookies) and expected behavior from the user (expected value length, acceptable characters, whether the parameter value is read only or editable by the client and whether the parameter is required or optional). This helps automate the configuration for the positive security model.		
19.	Given that the learned configuration is interpolated as to allowed field lengths, field contents, etc., it is subject to error. The learned configuration thus needs to be accessible and modifiable by an administrator.		
20.	The Web application firewall must be able to correlate multiple security events together to accurately distinguish between good and bad traffic.		
21.	The Web application firewall must support custom security rules. Administrators must be able to define rules for the positive or negative security model and to create correlation rules with multiple criteria.		
22.	The Web application firewall must be able to integrate with minimum 3 web application vulnerability assessment tools (Web application scanners) to virtually patch Web application vulnerabilities.		
23.	<p>The Web application firewall must address most of the Open Web Application Security Project (OWASP) Top Ten including others Web application security vulnerabilities.</p> <ul style="list-style-type: none"> <li>• Injection</li> <li>• Cross-Site Scripting (XSS)</li> <li>• Broken Authentication and Session Management</li> <li>• Insecure Direct Object References</li> <li>• Cross-Site Request Forgery (CSRF)</li> <li>• Security Misconfiguration</li> <li>• Failure to Restrict URL Access</li> <li>• Unvalidated Redirects and Forwards</li> <li>• Cryptographic failures</li> <li>• Insecure design</li> <li>• Vulnerable and outdated components</li> <li>• Security logging and monitoring failures</li> <li>• Server Side Request Forgery (SSRF)</li> </ul>		
24.	The Web Application Firewall must have Reputational Base Service which can provides a near real time live feed of the following known attack sources: -		

	<p>1. Malicious IPs: IP addresses that were observed to be taking part in malicious activity, such as a Web application attack or reconnaissance. List includes known bots and drones that execute attacks on behalf of the hackers that control them. Intelligence is augmented by infiltrating botnets as a fake bot or command and control center and then extracting data on the entire botnet.</p> <p>2. Phishing URLs: URLs that attempt to impersonate a legitimate Web site in order to fraudulently obtain passwords or personal information.</p> <p>3. Anonymous Proxies: Proxy servers that hide the identity, including the IP address and browser agent information, of Web users. Anonymous proxies are often used by hackers to execute attacks.</p> <p>4. Tor IPs: Tor is a network of proxy servers that, like anonymous proxies, hides the identity of Web application users. The Tor network is used by hundreds of thousands of users, often for malicious activity.</p>		
25.	The Web Application Firewall must have "ant automation" protection which can block the automated attacks using hacking tools, scripts, framework etc.		
26.	Profiling must learn		
27.	WAF must profile JSON profiling: HTTP requests in the JSON format must be learned by WAF with the parameters and values.		
28.	Reverse proxy mode must support both URL rewriting and content rewriting for http header and body.		
29	PCI Compliant		
30	High performance without negative impact		
31	Seamless Integration with existing assets i.e Firewall, Vulnerability Scanners, DAM, Patch Management, SIEMS		
32	Protection Against Known and Unknown Attacks		
<b>Hardware Architecture</b>			
1.	Must have at least 4 internal bypass segments		
2.	Must support for High Availability (Active-Active & Active-Passive).		
3.	Device must have Dual Power supply for inbuilt redundancy.		
4.	Must have minimum 4 Gigabit Copper and 4 SPF interfaces for monitoring and blocking.		
5.	Must have at least 2 or higher Gigabit interfaces for management.		
6.	Device must have dual hard disk (480 GB Hot swappable) for inbuilt redundancy.		
7.	WAF Appliance must have dedicated SSL acceleration module/card.		
<b>High Availability and Performance</b>			

1.	The Proposed Appliance WAF/DAM must have minimum Hardware Configuration of Dual CPU, 4GB RAM & Dual 480 GB HDD.		
2.	WAF must support upto 22000 new HTTP Transaction per second.		
3.	WAF must support upto 100 Mbps of HTTP throughput per second.		
4.	When used in inline mode, WAF must be configured with fail open interface cards.		
5.	WAF must support multi -node operation.		
6.	WAF & DAM Solution must support sub-second latency & seamless failover that maintains connections.		
<b>Deployment and Operational Requirements</b>			
1.	The Web application firewall must support a non-inline monitoring mode as well as an enforcement mode		
2.	In monitoring mode, the administrator can view alerts, attacks, server errors, and other unauthorized activity.		
3.	In enforcement mode, the Web application firewall must proactively block attacks.		
4.	On detecting an attack or any other unauthorized activity, the Web application firewall must be able to take the appropriate action. Supported actions must include the ability to drop requests and responses, block the TCP session, block the application user, or block the IP address. For particularly destructive attacks, the Web application firewall must be able to block the user or the IP address for a configurable period of time.		
5.	The Web Application Firewall must be deployable in inline or inline sniffer or proxy or proxy sniffer based on configuration.		
6.	The Web application firewall must support line speed throughput and sub-millisecond latency so as not to impact Web application performance.		
7.	The Web application firewall needs to be able to protect both HTTP Web applications and SSL (HTTPS) Web applications.		
8.	For SSL-enabled Web applications, the certificates and private/public key pairs for the Web servers being protected need to be uploadable to the Web application firewall.		
9.	For SSL-enabled Web applications, the Web application firewall will decrypt SSL traffic between the client and server and re-encrypt it before forwarding.		
10.	In bridge and sniffer modes, the Web application firewall must be able to decrypt SSL traffic for inspection without terminating or changing the HTTPS connection.		

11.	The Web application firewall must be able to protect Web applications that include Web services (XML) content. Ideally, the XML protection must be similar to the Web application protection -with automated learning modes.		
<b>Administration</b>			
1.	The Web application firewall must include a Web based administration interface on a central Management appliance.		
2.	The Web application firewall must have an out-of-band management port.		
3.	For distributed deployments such as this one, the Web application firewall must support centralized management and reporting for multiple appliances.		
4.	Organizations must be able to deploy the Web application firewall and remove the Web application firewall from the network with minimal impact on the existing Web applications or the network architecture.		

### ADDITIONAL

No	Requirement	Response
1	Web applications to be protected?	50+
2	Published APIs	50+
3	key size for public certificate	2048
4	Where applications are hosted	on prem
6	Specific interface requirements required i.e. number of 1GE RJ45, 1GE SFP slots and modules, 10GE SFP+ slots and modules or bypass ports? (N/A for VM options)	4 GE RJ45
7	How many years of licensing and support do you require to be proposed with the appliances? 1/3/5 years?	1

### FORM OF TENDER

TO: \_\_\_\_\_ [Name of Client] \_\_\_\_\_ [Date]  
 \_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract and Specifications for the execution of the above named assignment, we, the undersigned offer to provide the items/services and complete such assignment and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words].

Below is the Breakdown of the price.

**I. Provision of a Web Application Firewall (WAF).**

A Item	B Description of Goods/works/services <i>(Procuring Entity to select one)</i>	C Quantity	D Unit price	E Total Price in Ksh
	Provision of a Web Application Firewall (WAF)	1pc		
TOTAL PRICE INCLUSIVE OF VAT IN KSH;				

2. We undertake, if our tender is accepted, to commence the assignment as Soon as is reasonably possible after the receipt of the notice to commence, and to complete the assignment in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

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

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Client]  
of \_\_\_\_\_ [Address of Client]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between \_\_\_\_\_ of [or whose  
registered office is situated at] \_\_\_\_\_  
(Hereinafter called "the Client") of the one part AND  
\_\_\_\_\_ of [or whose  
registered office is situated at] \_\_\_\_\_  
(Hereinafter called "the Bidder") of the other part.

WHEREAS THE Client is desirous that the Bidder executes

\_\_\_\_\_ (Name and identification number of Contract) (Hereinafter called "the Assignment") located  
at \_\_\_\_\_ [Place/location of the Assignment] and the Client has  
accepted the tender submitted by the Bidder for the execution and completion of such  
Assignment and the remedying of any defects therein for the Contract Price of  
Kshs \_\_\_\_\_ [Amount in figures], Kenya  
Shillings \_\_\_\_\_ [Amount in words].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender

- (iii) Conditions of Contract Part I
- (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
- (v) Specifications
- (vi) Priced Bills of Quantities

3. In consideration of the payments to be made by the Client to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Client to execute and complete the assignment and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Bidder in consideration of the execution and completion of the assignment and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of CPF \_\_\_\_\_

Binding Signature of Bidder \_\_\_\_\_

In the presence of (I) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_



**FORM OF BOND**

**(To be in a Bank's Letterhead)**

(To be used with Agreement and Schedule of Conditions of Contract).

KNOW ALL MEN BY THESE PRESENTS that we..... (SURETY)

of.....

ARE BOUND to .....**MESSRS. CPF Financial Services Ltd**..... (EMPLOYER)

of .....**P.O. BOX 28938-00200NAIROBI**.

in the sum of KENYA SHILLINGS.....

..... (KShs.....)

to be paid by us to the said .....**MESSRS CPF Financial Services Ltd**.....(EMPLOYER)

WHEREAS by an agreement in writing dated.....

(CONTRACTOR) .....of.....

Contracted with the said .....**MESSRS. LITES**..... (EMPLOYER)

To (description of works) .... **Proposed provision of a Web Application Firewall (WAF)**

..... in the said agreement particularly described and conformable thereto. NOW THE condition of the above written

bond is such that if the said ..... (CONTRACTOR), his/their executors, administrators or assignees shall conform to the said agreement then the above written bond to be void otherwise to remain in full force. Provided always and it is hereby agreed and declared that the liability of us to the said..... (SURETY) under the above-written bond shall not in any way be discharged or impaired by reason of or any breach or

breaches (wilful or otherwise) of the said agreement committed with or without the knowledge or consent of the said ..... (CONTRACTOR)

by or on behalf of with the knowledge or consent of the said ..... (EMPLOYER)

In witness whereof we have hereunto set our hands this ..... day of..... the year .....

Witness ..... Surety. Authorized by power of Attorney.  
No. \_\_\_\_\_

**FORM OF UNDERTAKING**

We .....  
of.....

are willing to act as Surety and to be bound to the Employer in the sum equal to Ten percent (10%) of the Contract Sum, for the due performance by

..... (Tenderer)  
of.....

Of a Contract which he/they contemplate(s) entering with the Contractor for the **Proposed Provision of a Web Application Firewall (WAF).**

According to the Form of Bond, a copy of which has been inspected by us without addition of any limitations.

We agree to enter a Bond under the above-mentioned terms when and if called upon to do so.

Signature..... (Surety)

Date.....

Witness.....

**To be completed by proposed Surety  
And returned with Tender Documents.**

SECTION VI EVALUATION CRITERIA

NO	MANDATORY EVALUATION (ME) CRITERIA	YES/NO.
A. Mandatory Requirements		
i.	Statutory documents duly certified by a commissioner of oaths/magistrate or the issuing body - Valid Tax Compliance Certificate (TCC). - Registration certificate/ Certificate of incorporation - Valid trade license. - CR 12 certificate from Registrar of companies.	
ii.	Confidential Business questionnaire duly filled and signed.	
iii.	Provide a Tender/bid Security of at least Ksh.50,000.00 in the Form, format and valid for at least 150 days	
iv.	Audited financial accounts for the past three years.	
v.	Bidder MUST provide proof of the OEM/Manufacturer Authorization.	
vi.	Attach Identification documents (IDs or Valid Passports) of the owners/Directors of the firms	
vii.	Anti-corruption form (as per attached form)	
viii.	Security Certificate of Accreditation from ICT Authority	
ix.	Properly bound, paginated, serialized tender document (each page of the tender submission must chronologically number. i.e. 1,2,3,4,5,6,7,8,9,10....n (n being the last numerical page of the tender document)	
x	Attach a Declaration that the firm has not been debarred by PPRA from participating in Public Procurement	
<b>b. Technical Evaluation Criteria</b>		<b>Score</b>
I	<b>Personnel qualification:</b> Attach Certificates and CVs for all personnel <b>Lead consultant.</b> (1) (Attach certificate) (Total 12mks) • Masters-(Computer science/Telecommunication, IT, BIS) ----- 2mks	

	<ul style="list-style-type: none"> <li>Degree (computer science, Telecommunication, IT, BIS, BIT) ----- 2mks</li> <li>Security certification----- 2mks</li> </ul> <p>Minimum of 6 years' experience in Project Lead Implementation ....3mks Minimum of 6 similar projects handled..... 3mks</p> <p>Team leader's experience: (<i>Attach CV</i>)</p> <ul style="list-style-type: none"> <li>Number of Similar solutions handled (implementing &amp; supporting similar solution) (<i>1 marks for each project to a maximum of 5</i>)</li> </ul>	
2	<p><b>Engineer /Support consultant (Total 8 mks)</b></p> <p>Degree -(IT, Computer science, Telecommunication) 2mks</p> <ul style="list-style-type: none"> <li>Security/network certification 2mks</li> </ul> <p>Minimum of 4 years' experience in information security.....4Marks</p> <p>Experience in implementing &amp; supporting similar 4 solution (<i>Attach CV</i>) (<i>1 mark for each project up to a maximum of 4 projects for each staff</i>)</p>	
3	<p><b>Project Manager (Total 8mks)</b></p> <p>BSC (comp, Telcom, IT) ----- 2mks Prince2/PMP.....3mks Minimum of 6 years' experience in Project Management.....3Marks</p>	
4	<p><b>Experience</b> The firm should have been in existence for the at least 5 years (<b>5mks</b>)</p> <ul style="list-style-type: none"> <li>5yrs and above-----5mrks</li> <li>&lt;=5 -----4Mrks</li> <li>&lt;=4-----3Mrks</li> <li>&lt;=3-----2Mrks</li> <li>&gt;1yr but &lt;3yrs-----1mrk</li> </ul>	
5	<p>Experience for the relevant ICT security works-----(<b>10mks</b>) Previous relevant work done (<i>Attach five (5) LPOs/Contract /award letter, Give client's Contact</i>)</p>	
6	<p><b>Methodology and Demos (27mks)</b></p> <ul style="list-style-type: none"> <li>Project Management ,Technical approach and Implementation (<i>12 marks</i>)</li> <li>Demo.....15mks</li> </ul>	
7	<p><b>Response to Technical (MET or NOT MET)</b></p>	
	<p>Total is 70marks. The financial envelop will be opened after technical evaluation for the firms that attains the technical pass mark of 55</p>	

### SELF DECLARATION FORMS

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, ..... of P. O. Box ..... being a resident of

..... in the Republic of ----- do hereby make a statement as follows:

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

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

.....  
(Title) (Signature) (Date) Bidder's

Official Stamp

CPF requires that the Bidder submitting this tender/quotation, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, CPF; (a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a CPF's financed contract, or one financed by the schemes under its administration and or the subsidiary companies if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, such a contract. We hereby certify that the information above is correct to the best of our knowledge and that we understand it is our responsibility NOT to engage in corrupt or fraudulent practice.

(d) Signed by the Bidder's authorized

Representative

.....

Date

.....

Company Stamp:

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....

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

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: Kshs/pound.....

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*

Give details of partners as follows:

<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
---------------------	--------------------	----------------------------	---------------

1.....

2.....

3.....

**Part 2(c) – Registered Company:**

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details\*. Shares.

1.  
.....

2.  
.....

3.  
.....

4.  
.....

**Part 2(d) – Interest in the Firm:**

Is there any person / persons in ..... (Name of Employer) who has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Attach proof of citizenship



