REQUEST FOR PROPOSAL FOR KCB GIGIRI DATA CENTER COLOCATION SERVICES

RFP Release date:	**As per the sourcing portal**
Response from Bidders	**As per the sourcing portal**

Table of Contents

DEFINITIONS

For purposes of this document, the following definitions shall apply:

The Bank	KCB Bank Ltd
Bid	The Quotation or Response to this RFP submitted by prospective Suppliers for fulfilment of the Contract.
Supplier	The Company awarded the task of supplying all the items described in this document installing and commissioning them.
Contract	Supply, installation, and commissioning of all the works, equipment and/or services that are described in this document, which will contribute towards meeting the objective of the RFP
Warranty	Period from the time installation and testing is completed, during which the Contractor undertakes to replace/rectify equipment and/or installation failures at no cost to the Bank

1.0 SECTION 1 – REQUEST FOR PROPOSALS

1.1 Introduction

KCB BANK (hereinafter referred to as "the Bank") is a leading Commercial Banking Group in the East African region renowned for its diversity and growth.

The Bank's vision is to be the preferred **financial** solutions provider in Africa with global reach. The Bank has seven subsidiary Companies – KCB Kenya, KCB Tanzania, KCB South Sudan, KCB Bank Uganda, BPR/Rwanda, KCB Burundi and TMB/DRC.

The data centre colocation service delivery model is anchored on consolidation across the Bank's existing business, expanding, and improving operational efficiencies, turning in returns commensurate with level of investment and compliance with all regulatory and internal policy guidelines.

The information in this document, its appendices, and attachments is confidential and is subject to the provisions of our non-disclosure agreement and should not be disclosed to any external party without explicit prior written consent of KCB Bank.

The Bank purposes to move one of its on-premises centralized data centers to colocated and professionally managed data centre facilities with Tier III capabilities that can offer service level agreements guaranteeing high levels of service availability and ensure business continuity and technology growth initiatives. The colocation service model shall serve as an opportunity of connecting the existing Bank's data centers to cloud and carrier-neutral data centers to achieve increased efficiency, improved security, cost optimization, improved flexibility, speed & agility, and position the Bank for future.

This document constitutes the formal Request for Proposals (RFP) for ***Data Centre Colocation Services*** and is being availed on open tender basis and is open for bids from companies that meet the requirements stated herein.

1.2 Objective of this RFP

The objective of this tender is to partner with an experienced and certified Data Centre colocation vendor who will offer collocated and professionally managed data centre facilities with Tier III capabilities that can deliver service level agreements guaranteeing high levels of services availability and ensure business continuity and technology growth initiatives for the Bank.

1.2.1 KCB Bank Group Establishment

This section provides a brief overview of KCB establishment that is relevant to the proposed solution.

The KCB Bank Group is incorporated and headquartered in Kenya. The Bank's establishment in KCB Kenya consists of 200 + branches. The primary consumers of the data centre colocation model will be KCB Kenya.

The Head Office for the Group is in Kencom House Nairobi, Kenya.

Further information about the Bank can be obtained from the Group's website (http://www.kcbbankgroup.com)

1.3 Format of RFP Response and Other Information for Bidders

1.3.1 The overall summary information regarding the ***Data Centre Colocation Services*** is given in Section 2 – Scope of Work. The bidder shall include in their offer, any additional services considered necessary for the successful execution of their proposal.

1.3.2 The technical response will be done through the Bank's supplier portal. Please ensure your registration is active and you are able to respond. Any responses outside this portal shall not be honoured.

1.3.3 Proposals from bidders should be submitted in two distinct parts, namely Technical Proposal and Financial Proposal.

1.3.4 The Technical Proposal should contain all the relevant technical details in response to the bank requirements as outlined in Section 2.

Bids that do not have this information will be disqualified from further evaluation

1.3.5 The Technical Proposal should contain the following:

Bidders, willing to be considered for ***Data Centre Colocation Services*** should provide company information as articulated in the Requirements division in the sourcing tool under Section 1: Company Profile

Proposals will be evaluated based on the Supplier's distinctive plan for performing the requirements of the RFP. Therefore, the Supplier should present a written narrative, which demonstrates the method or manner in which the Supplier proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.

Where the words "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder's final response rating.

The method by which the proposed method of performance is written will be left to the discretion of the Supplier. However, the Supplier should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

You are required to answer all questions in the Requirements division and attach relevant information where required. Do not attach one bulk attachment as it makes it cumbersome to score your bid.

1.3.6 The Financial proposal

The Supplier shall provide a firm, fixed price for the Original Contract Period. All costs associated shall be included in the prices. Kindly note that the cost should include all consultancy services costs and applicable duties and taxes. For avoidance of doubt and ensuring that the bank is looking at a like-for-like comparison, you will be required to provide the costs inclusive of all applicable taxes.

You will be required to fill in the pricing in the sourcing tool and additionally attach your proposal for verification. Further details on pricing are provided in Section **2.6 Pricing.**

Additional Cost to Complete. Provide an itemized list of any items not included above by the Bank and related costs that Supplier deems necessary to provide the information to meet the requirements specified in the proposal. Failure to provide said list shall not relieve the Supplier from providing such items as necessary to meet all the requirements specified in proposal at the Fixed Price Purchase Costs proposed.

1.3.7 Price Validity

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission. The Bank will make its best efforts to arrive at a decision within this period.

1.3.8 Commencement of Assignment

Assuming that the Contract will be satisfactorily concluded, the bidders shall be expected to commence the assignment after the final agreement is reached.

1.3.9 The Contracting Arrangements

The contracting arrangements shall clearly define the responsibilities and the services to be provided by each firm in the case of a joint venture.

1.3.10 Bid Acceptance

The Bank reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action. The vendor’s terms and conditions will not form part of any contract with KCB in relation to this tender. Canvassing is prohibited and will lead to automatic disqualification.

1.3.11 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.12 Clarification of Bidding Document

i. All correspondence related to the contract/proposal shall be made in English.
ii. Should there be any ambiguity, conflict, discrepancy, omission, doubt, uncertainty or other error, the Bidder shall seek clarification in writing through the sourcing portal under the messages tab.
iii. Any clarification sought by the bidder in respect of the RFP shall be addressed at least **five (5) days** before the deadline for submission of bids, in writing through the KCB sourcing portal.
iv. It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
v. Any clarification requests and their associated response will be circulated to all Bidders.
vi. The RFP Clarification Template is as follows: -

#	Date	Section/ Paragraph	Question
1			
2			
3			
(1) Question (s) mailing Date. (2) From the KCB Document.			

The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders.

1.3.13 Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders that have received the bidding documents will be notified of the amendment in writing, and it will be binding on them. It is therefore important that bidders give the correct details in the format given on Page 1 at the time of collecting/receiving the RFP document.

To allow prospective Bidders reasonable time to take any amendments into account in preparing their bids, the Bank may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

1.3.14 Deadline for Submission of Bids

The bid submission is 15 days from the date of publishing of this RFP. These dates will be clearly indicated in the sourcing portal. The Bank reserves the right to extend and reduce the submission days as it may deem fit.

1.3.15 Responsiveness of Proposals

The responsiveness of the proposals to the requirements of this RFP will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in this RFP document and in the sourcing platform. A bid determined not responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

1.3.16 Cost Structure and non-escalation

The bidder shall, in their offer (Financial Proposal), detail the proposed costs. No price escalation under this contract shall be allowed. The Bank shall not compensate for any costs incurred in the preparation and submission of this RFP.

1.3.17 Taxes and Incidental Costs

The prices and rates in the financial offer will be deemed to be inclusive of all applicable taxes and any other incidental costs.

1.3.18 Currency for Pricing of Tender

All bids in response to this RFP should be expressed in **Kenya Shillings** Expressions in other currencies shall not be permitted. The portal shall calculate the currency conversion to Kenya's official currency i.e., Kes.

1.3.19 Correction of Errors

Bids determined to be substantially responsive will be checked by the Bank for any arithmetical errors. Errors will be corrected by the Bank as below:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, and
- Where there is a discrepancy between the unit rate and the line total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The price stated in the Bid will be adjusted by the Bank in accordance with the above procedure for the correction of errors.

1.3.20 Evaluation and Comparison of Bids

A two-stage procedure will be adopted by the Bank for evaluating the proposals, with the technical evaluation of all proposals received in time being completed prior to any financial proposal being evaluated.

Technical proposals will be evaluated based on the criteria indicated in **Section 2 – Scope of Work.**

Financial bids of firms whose technical proposals are found to be non-qualifying in whatever respect will not be opened.

Once the bids are opened, bid evaluation will commence. Vendors may also be called upon to make brief and short presentations and /or demos on their proposals before a panel constituted by the Bank. In the event that the Bank may need to visit client site, vendors will be notified in writing. The Bank may also make surprise unannounced visits to the vendor's offices to verify any information contained in the bid document. All visits are at the discretion of the Bank.

1.4 Environmental, Social, and Governance (ESG) Requirements

The Bidder shall demonstrate a commitment to Environmental, Social, and Governance (ESG) principles and provide evidence of measurable sustainability practices, targets, and reporting. The bidder should address the following key areas:

1.4.1 Environmental

- Energy-efficient data centre operations with disclosed PUE metrics.
- Renewable energy utilization and documented carbon reduction initiatives.
- Greenhouse gas emissions measurement and reporting
- Water conservation and responsible waste/e-waste management practices.
- Relevant environmental certifications such as ISO 14001, ISO 50001, LEED.

1.4.2 Social

- Compliance with labor, human rights, and health & safety standards.
- Diversity, equity, and inclusion (DEI) programs and workforce development initiatives.
- Employee wellbeing and occupational safety management.
- Community engagement and local economic development programs.

1.4.3 Governance

- Board-level oversight of sustainability and ESG risks.
- Anti-bribery, anti-corruption, ethics, and whistleblower policies.
- ESG standards applied across the supply chain and subcontractors.
- Strong data privacy, cybersecurity, and regulatory compliance governance.

1.4.4 Reporting & Commitments

- Submission of latest ESG/Sustainability reports and relevant ratings/certifications.
- Annual ESG performance reporting throughout the contract term.

- Clear sustainability roadmap, renewable energy targets, and Net Zero commitments where applicable.

1.5 Insurance

Bidders shall be required to demonstrate the insurance covers in place, including the scope, limits of liability, and extent of coverage applicable to the proposed facility and services.

2. SECTION 2 – SCOPE OF WORK

2.1. SPECIFIC OBJECTIVES OF THE IMPLEMENTATION

2.1.1 Solution Overview

The Bank purposes to move one of its on-premises data centers to colocated and professionally managed data centre facilities with Tier III capabilities that can offer service level agreements guaranteeing high levels of services availability and ensure business continuity and technology growth initiatives. The colocation service model shall serve as an opportunity of connecting the existing Bank's data centers to cloud and carrier-neutral data centers to achieve increased efficiency, improved security, cost optimization, improved flexibility, speed & agility, and position the Bank for future growth.

The state-of-the-art data centre colocation solution should be purpose-built with environmental controls adequately implemented as per standard best practices. These environmental controls should include but are not limited to fire suppression systems, redundant power supplies, temperature control, humidity control and static electricity monitoring.

The Bank's technology infrastructure shall be housed in a metal cage hosting racks in a secure and independent environment only accessed and managed by the Bank with the possibility of adding additional security access such as Cage Biometrics levels if need be.

The data centre facility should be certified to meet rigorous environmental and energy management standards such as ISO 50001:2018, ISO/IEC 27001:2013, and PCI DSS. The data centre facility should also be able to offer interconnection with other banks, cloud providers, content delivery provider, eyeball networks including but not limited to Safaricom, Telkom, Airtel, JTL, and Liquid telecom, managed services providers, and Internet Exchange (unlimited national traffic for a fixed fee) ensure better connectivity for services.

2.1.2 Requirements Summary

Deployment Space

a) 50 Racks to be deployed through a phased approach in a Metallic/Steel Caged Area
b) High Density Pods in Cold Aisle Containment with 50 racks
c) Typical: 10kVA per rack, Peak: 18kVa per rack
d) Up to 2,800cfm airflow per rack
e) No provider requirement for supplemental customer [in-pod, in-Row, in-Rack cooling
f) Power Availability SLA: 99.999%
g) Ability to host AI training clusters (NVIDIA, AMD, etc.)

Building & Location Specifications:

a) Standard data centre building format such as raised floor, plenum return, epoxy coated, anti-static.
b) 99.999% Guaranteed Uptime
c) Separate diverse network entrances
d) Redundant ducts and manholes for secure access
e) At least 5 Layers of Physical Security with biometric access for registered users
f) Floor loading of 1500kg / m^2 with at least 600mm deep raised floor
g) Rentable Office Space for up to 20 seats
h) At least 2 separate Meeting Rooms with fully stocked conferencing equipment
i) Kitchen and Showering Facilities
j) Available 24x7x365, ensuring uninterrupted access and service continuity.
k) The facility shall be located at least 1 km from any industrial site handling hazardous materials, with compliance verified through a regulatory assessment report (e.g., NEMA)
l) Very Early Smoke Detection System (VESDA)

Alarms, Power & Cooling:

a) Site IT Load with a minimum threshold of 825 kW
b) ≥ 30–80 kW per rack (AI-ready zones)
c) Independent power feeds
d) Advanced alarm and monitoring systems including best-of-breed early Warning System & Heat Sensors with FM 200 inert gas.
e) Minimum 2N+1 UPS Set Up and 2N Wiring topology from raw power and clean power feeds
f) Minimum N+1 redundancy for cooling
g) Advanced cooling/High efficiency cooling system based on N+1 configuration with Artificial Intelligence [AI] rack support
h) 2N backup generators and at least 48hours on site fuel autonomy
i) 99.999% power availability.
j) Single & Three Phase plug set with A & B Feed to each Cabinet
k) Nominal voltages: Single phase: 230V, three phase: 400V
l) Temperature in the Cage should be maintained at 22 degrees C ±2 degrees C
m) The humidity at the Cage should be maintained at 50% ±5% Relative humidity
n) Power Frequency on site is 50 Hz +/- 1Hz

Network and Cloud Connectivity

a) DC must be Carrier Neutral (Not owned or linked to any ISP/Telcom Provider)
b) Interconnection with eyeball networks including but not limited to Safaricom, Telkom, Airtel, JTL & Liquid
c) Minimum number 2 of Meet-me-Rooms for Connectivity Providers to ensure redundancy on connectivity
d) Meet Me Rooms/Connectivity Rooms must be at least 25 M apart

e) Cross connectivity at cage, building and carrier level
f) Direct connection to third party data centers and cloud nodes
g) Interconnection with other banks
h) Interconnection with cloud providers
i) Interconnection with managed services providers
j) Colocation of content delivery network providers
k) Interconnect with at least 2 Internet Exchanges on site with unlimited national traffic for a fixed fee.

Site Certifications:

a) Uptime Institute [Mandatory]
b) Tier-III Design, Construction, Operational Sustainability [Mandatory]
c) ISO/IEC 27001:2013 Certification [Mandatory]
d) PCI DSS Certification [Mandatory]
e) ISO 22301 Certification [Desirable]
f) SSAE 18 Certification [Desirable]

Support

a) 24 x 7 customer and contractor access to data centre
b) 24 x 7 Service Centre
c) Customer Portal
d) Rapid Response Service (Within & Outside Business Hours)
e) Smart hands and eyes in blocks of hours
f) Customized Reporting and Analytics [Canned and Self-service]

2.2 DELIVERY ACCEPTANCE (ON SUCCESSFUL BIDDING)

The Data Centre colocation solution shall be deemed:

a) Delivered when
   i. Respective Reports based on different aspects of the Data Centre colocation implementation assessment based on tender awarded will have been received; and discussed with management and inclusion of management comments and feedback.

b) Acceptance

   ii. Acceptance Criteria: The Bank will accept the proposed deliverable after the deliverables by the vendor have been delivered to the clear understanding and satisfaction of the Data Centre colocation project Team that will later carry out the project aimed at resolving the main issues that will have been raised.

Delivery and performance of the Services shall be made by the successful Bidder in accordance with the time schedule as per Proposal and subsequent Agreement.

2.3 DELAYS CAUSED BY THE SUPPLIER/BIDDER

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

During the time of delay occasioned by Supplier KCB may require the vendor to take alternative action and meet all the costs associated with ensuring the Bank remains protected to the level that would otherwise be provided by the proposed and duly accepted Product.

2.4 REPRESENTATION

The Supplier represents and warrants that they are entitled to respond to this RFP and that they are fully entitled to the proposed Product by way of reseller licensing or ownership and have the right to sell and/or licence the Product as provided in their RFP response and shall indemnify KCB from action for infringement of patents and/or copyrights.

2.5 OVERALL RESPONSIBILITY

- The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.

- The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

- The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanours.

- The Bidder shall appoint an experienced counterpart / resource to handle this requirement for the duration of the Contract. The Bank may also demand a replacement of the manager if it is not satisfied with the manager’s work or for any other reason.

- The Bidder shall take the lead role and be jointly responsible with the Bank for producing a finalised project plan and schedule, including identification of all major milestones and specific resources that the Bank is required to provide.

- The Bidder will not disclose the Bank's information it has access to, during the course of the Consultancy, to any other third parties without the prior written authorisation of the Bank. This clause shall survive the expiry or earlier termination of the contract

2.6 PRICING

All costs will be filled in through the sourcing portal. The bidder is also required to attach their breakdown supporting the costs filled out in the portal. The attachment is mandatory as the Bank will use this to verify that all costs have been included.

Costs will be provided in the currency given i.e., Kes. Where the awarded bidder is foreign, the bank shall deduct applicable withholding tax and provide a tax certificate for onward claiming in bidder’s resident country.

ALL COSTS MUST BE INCLUSIVE OF ALL APPLICABLE TAXES.

All costs provided must be broken down using the predefined template below:

FINANCIAL PROPOSAL TEMPLATE

a) Non-Recurrent Costs

#	Service	Quantity	Unit Price	Total
1	Standard 45U Cabinet (setup) Standard 45U Cabinet. 600mm wide ICT equipment cabinet with full sides, front and rear locking doors, full blanking, sealed floor openings, installed in Cold Aisle Containment enclosure.	50		
2	Cross connects One Time Set Up fee [Per cross connect]	Various		
3	Private Cage Setup for 50-60 Racks Cage enclosure with solid metal wall panels. Extension to floor slab beneath the raised access floor to prohibit under-floor encroachment. Slab-to-slab extension to the ceiling. Locking door/Biometric access	1		
4	Pre-cabling bundles from MMR to KCB Racks Pre-cabled fibre cable bundle of 48 fibre pairs (96 pairs) from the Customer Space Patch Panel to the MMR Patch Panel	2		
5	Other cost lines			
	TOTAL			

#	Service	Quantity	Unit Price	Total
	GRAND TOTAL INCLUSIVE OF ALL APPLICABLE TAXES			

b) Recurrent Costs

#	Service	Frequency	Quantity	Unit Price	Total [Year1]	Total Year 2	Total Year 3
1	Turnkey cabinet, 45 U Racks, in cold-aisle enclosure, standard locks and rack PDUs (16A) included; 16A/1ph 230V AC power plug set dual power feed (UPS/A + UPS/B) 45U in a full cabinet with a maximum of 10kW sustained peak usage.	Monthly	50				
2	Additional Power 1 kW License & Usage Additional 1kW Power License and Usage	Monthly	Lot				
3	Cross Connect [Per cross connect]	Monthly	Various				
4	Hands and Eyes Services Standby Subscription. Reduced Remote Hand Service fees.	Monthly	1				
5	Hands and Eye Services - Scheduled with Standby Subscription. Remote support for basic maintenance services and interventions per instance per hour scheduled at least 24 hours in advance with	Subscription	1				

#	Service	Frequency	Quantity	Unit Price	Total [Year1]	Total Year 2	Total Year 3
	Standby subscription (Subscribed, Scheduled)						
6	Hands and Eyes Services, single incident - Rapid Response with Standby Subscription. Remote support for basic maintenance services and interventions per instance per hour with less than 24 hours advance notice, with Standby subscription (Subscribed, unscheduled)	Subscription	1				
7	Hands and Eyes Services, single incident - Scheduled without Standby Subscription. Remote support for basic maintenance services and interventions per instance per hour scheduled at least 24 hours in advance without Standby subscription (Unsubscribed, Scheduled)	Subscription	1				
8	Hands and Eyes Services, single incident - Rapid Response without Standby Subscription. Remote support for basic maintenance services and interventions per instance per hour with less than 24 hours advance notice, without Standby subscription (Unsubscribed, unscheduled).	Unsubscribed	1				
9	Other cost lines						
	TOTAL						

#	Service	Frequency	Quantity	Unit Price	Total [Year1]	Total Year 2	Total Year 3
	GRAND TOTAL INCLUSIVE OF ALL APPLICABLE TAXES						

The use of Kenya Shilling currency is highly recommended. If using any other currency apart from Kes i.e., USD, the portal will recalculate your cost using pre-determined currency conversion rates. The quoted prices should be valid for a minimum of 90 days.

The Bank does NOT make ANY advance payments and only pays against signed off project deliverables e.g., requirements gathering, UAT, etc. as such, you will be required to provide your payment milestone taking note of the above.

2.7 BID EFFECTIVENESS

It is a condition of the Bank that the vendor guarantees the sufficiency, and effectiveness of the solution proposed to meet the Bank's requirements as outlined in this document. The Bank will hold the vendor solely responsible for the accuracy and completeness of information supplied in response to this tender. The Bank will hold the vendor responsible for the completeness of the solution proposed and that were the vendor to be awarded the tender, they would implement the solution without any additional requirements from the Bank

2.8 PAYMENT TERMS

The Bank will **NOT** make any payments in advance and will pay based on deliverables. The Bank will issue an LPO for all the equipment and/or services ordered. The LPO will be paid within 45 days after delivery, testing installation and acceptance of the equipment and/or services supplied.

The Bank will not accept partial deliveries, and neither will the Bank make partial payments unless agreed by both parties. Payment for equipment and/or services will only be made once the entire ordered equipment and/or services are delivered, installed, OR commissioned.

2.9 STAFFING

The Supplier will provide the relevant staff and tools to carry out all the required work under this tender. The vendor needs to have certified consultants for all technical areas and all functional areas. The vendor will need to list how many certified consultants they have available in each technical and functional area.

A project/account manager is also required to coordinate and account for all the Supplier's activities throughout the contract period.

2.10 RESPONSIBILITIES AS AN INDEPENDENT CONTRACTOR

The Supplier/Bidder agrees to take overall responsibility for any services rendered; regardless of whether third parties engaged by the Supplier or the Supplier himself carry them out.

SECTION 3 - GENERAL CONDITIONS OF CONTRACT

3.1 Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not be limited to the general terms of contract as per the draft Master Service Agreement template attached in the sourcing portal.

3.2 Award of Contract

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Bank will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with the proposals.

After agreement has been reached, the successful Bidder shall be invited for signing of the Contract Agreement to be prepared by the Bank in consultation with the Bidder.

3.3 Application of General Conditions of Contract

These General Conditions as per the draft Master Service Agreement template attached in the sourcing portal shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed

3.4 Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

3.5 Performance Security

3.5.1 The Bank may at its discretion require the successful bidder to furnish it with Performance Security in the amount specified in the accepted Bid.

3.5.2 The Performance Security shall be in the form of a bank guarantee issued by a commercial bank operating in Kenya and shall be in a format prescribed by the Bank. The performance guarantee shall be submitted within 10 days of notification of award.

3.5.3 The proceeds of the Performance Security shall be payable to the Kenya Commercial Bank as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract.

The Performance Security will be discharged by the Company not later than two months following the date of completion of the Bidder's performance obligations, and the Bank's acceptance of the final report as specified in the contract.

3.6 Delays in the Bidder's Performance

3.6.1. Delivery and performance of Data Centre Colocation Services shall be made by the successful Bidder in accordance with the time schedule as per Agreement.

3.6.2. If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

3.6.3. Except in the case of "force majeure" as provided in Clause 3.13, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 3.7.

3.7 Liquidated damages for delay

The contract resulting from this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

3.8 Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

3.9 Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

3.10 Bidder's Obligations

3.10.1. The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.

3.10.2. The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

3.10.3. The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

3.10.4. The Bidder will not disclose the Bank's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Bank. This clause shall survive the expiry or earlier termination of the contract.

3.11 The Bank’s Obligations

In addition to providing Bidder with such information as may be required by the bidder the Bank shall,

(a) Provide the Bidder with specific and detailed relevant information
(b) In general, provide all relevant information and access to Bank's premises.

3.12 Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

3.13 Force Majeure

(a) Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.

(b) Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.

(c) The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.

(d) The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.

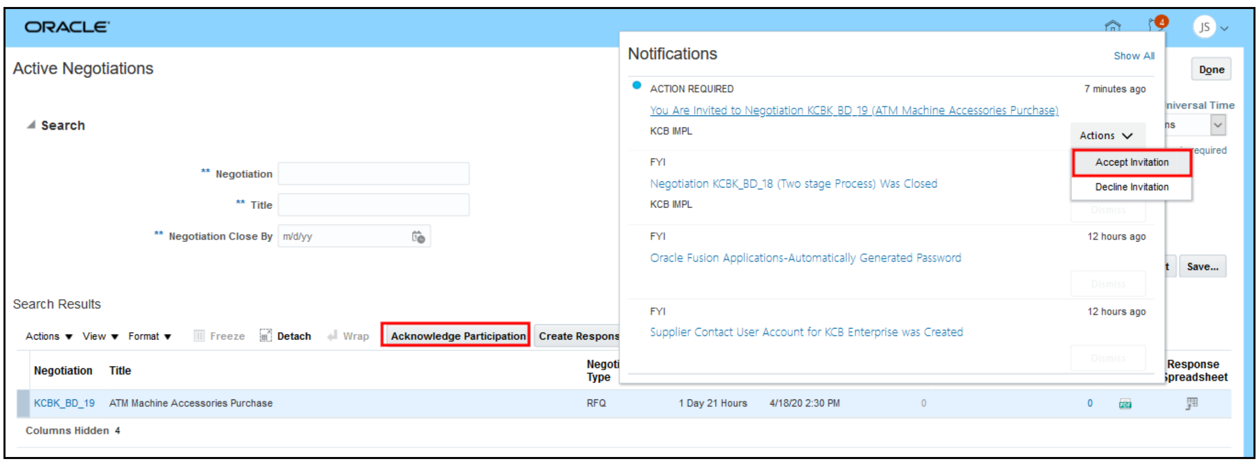
(e) The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

ANNEXURE 1: Step by Step On How To Submit A Bid

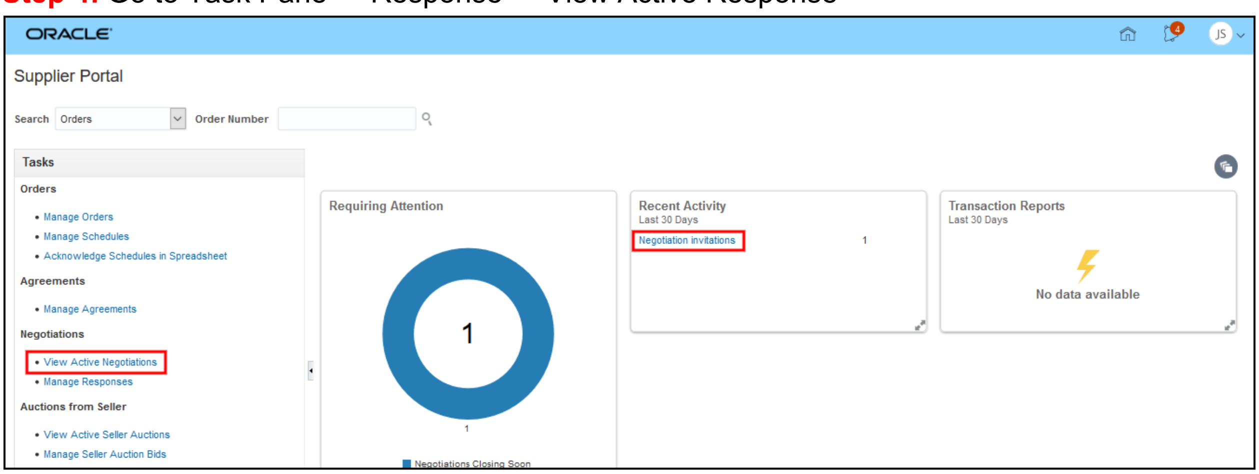
Supplier Response to an invitation to submit a bid:

Step 1: Login into the Supplier portal using supplier user account details.
Step 2: Navigation -> Supplier Portal -> Supplier Portal.

Step 3: Supplier will accept the negotiation invitation and acknowledge the participation.

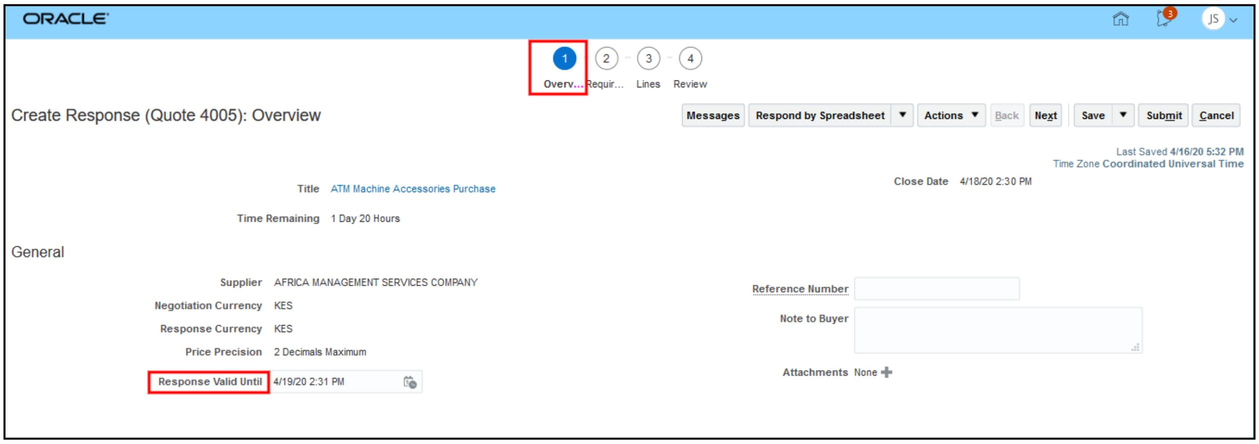


Step 4: Go to Task Pane -> Response -> View Active Response



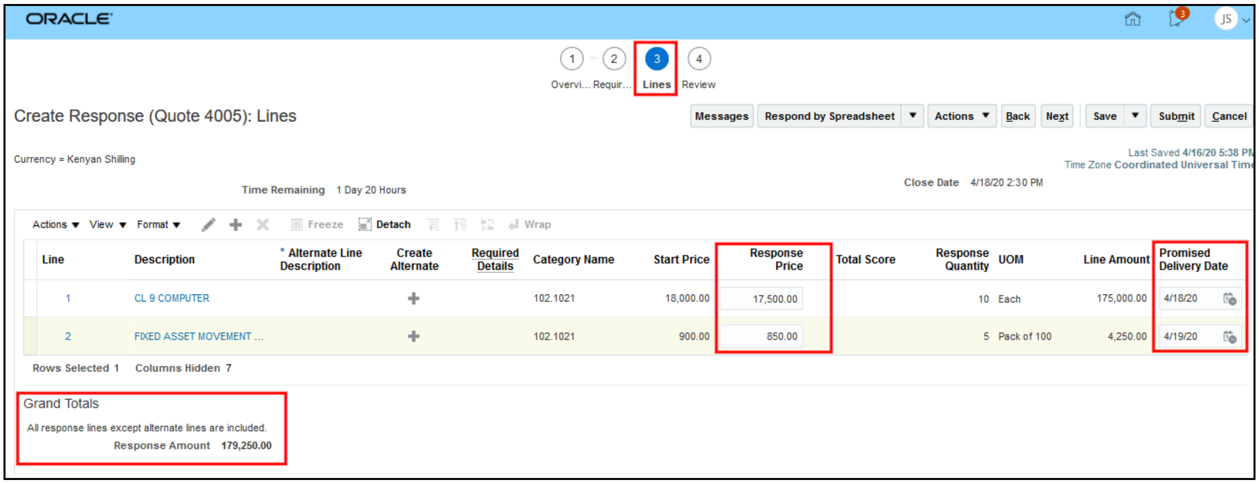
Step 5: Click on Create response button to start responding the questionnaire.

Step 6: In Overview page, select the response valid date, note to buyer information and attach supporting documents if required.



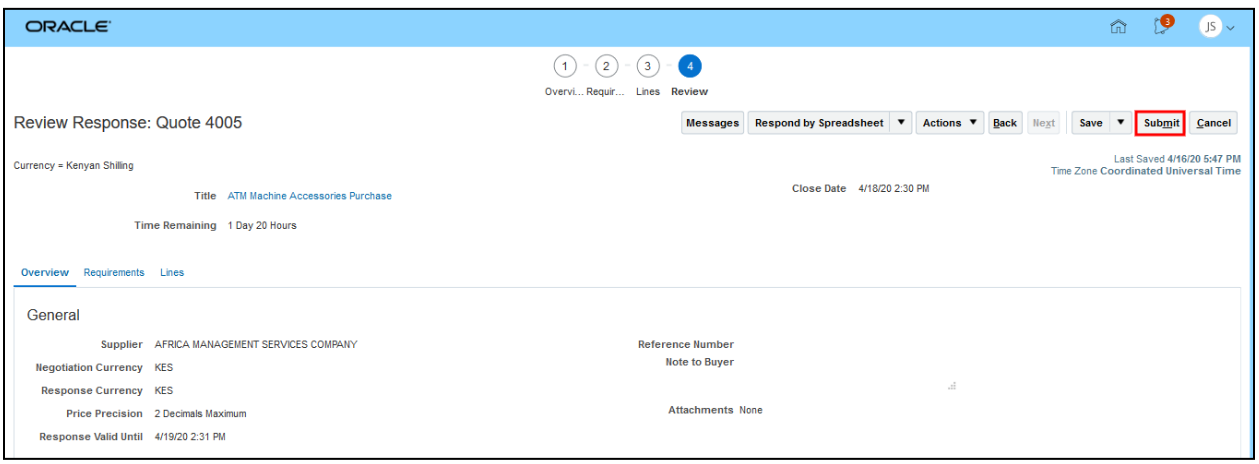
Step 7: Start responding to all questions and attach the supporting documents if required in requirement page.

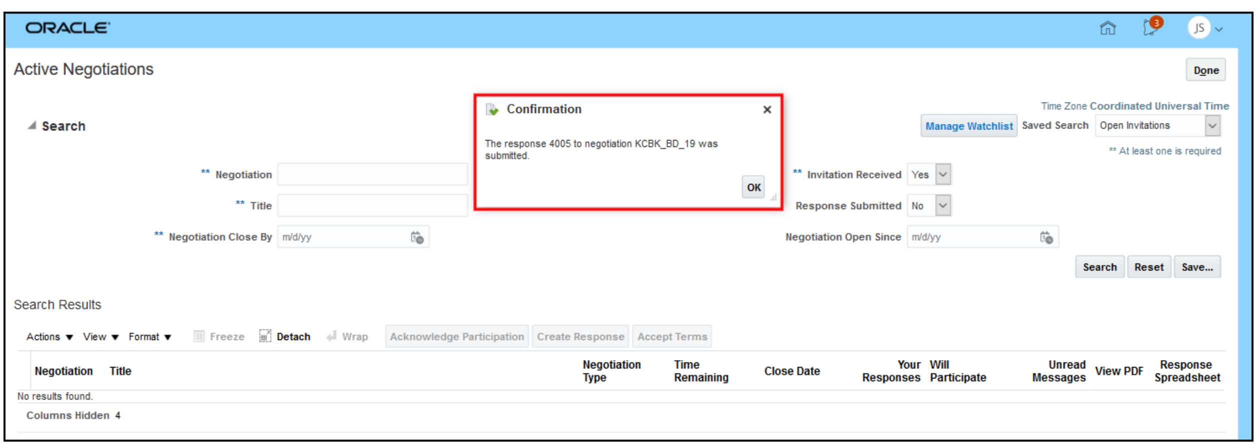
Step 8: Click next to move lines page to response with item price against the requirement



Step 9: Click next to move review page to validate and review all the information before submitting the response.

Step 10: Click Submit button to submit the response.





Step 11: Same way you can capture all the supplier response.

ANNEX 2 – REFERENCES

References of similar services

Note:

The Firms should submit the references in this format as part of the proposal.

No	Name of Firm/Company	Contract reference and brief description:	Date contract awarded/ Period	Date contract Completed / in progress	Customer contact name and phone number	Value of Contract: (KES/USD)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ANNEX 3 – COMPANY BRIEF SUMMARY

Company Name	
Core Business	
Years of experience	
Physical Location of offices	
Key Contact - Include contact details	
Geographical spread	
No. of Staff	
Area of Specialization	
Names of Directors and shareholding structure	
Solution Partner Status if not owner of the solution	
List of at least four reference sites including Sites you have provided this solution	

ANNEX 4: VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the bank must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the Bank's Code of Ethical Conduct and conflict of interest policies as are applicable as stated within the certification section below.

Any vendor who does not provide or provides misleading or incorrect information on the disclosure form shall be disqualified from participation. The contract shall be voidable by the Bank if the misleading or incorrect information on the form is discovered by the Bank subsequent to execution of a contract.

If a vendor has a relationship with a bank official or employee, an immediate family member *(spouse, children, parents & siblings)* of a bank official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below: -

1. No Bank official or employee or Bank employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated Bank official or employee who has been retired or separated from the Bank for less than one (1) year has an ownership interest in vendor's Company.
3. No Bank employee is currently employed or prospectively to be employed by the vendor.
4. Please note any exceptions below: -

Vendor Name	**Vendor Phone Number**
Conflict of Interest Disclosure*	

Name of Bank employees, ex-employees, elected officials or immediate family members with whom there may be a potential conflict of interest __________________________________	( ) Relationship to employee __________________________________ ( ) Interest in vendor's company __________________________________ ( ) Other __________________________________

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential

Conflicts of interest and they are detected by the Bank; vendor will be disqualified from doing business with the Bank.

I certify that the information provided is true and correct by my signature below:

____________________________ __________ _______________________________

Signature of Vendor Authorized Representative

Date

Printed Name of Vendor Authorized Representative

DECLARATION

Please complete the declaration below and attach this document in it's entirety to your response. Also ensure that you have indicated the areas of interest and that you have answered all questions in the same order and numbering as given in this document.

I/we certify that the information provided in response to this Questionnaire is accurate and complete as at the date set out below.

I/we understand that the provision of false information in response to this Questionnaire could result in the Company being excluded from the list of those who may be invited to tender for a contract with KCB Bank Kenya Limited.

I/we undertake to inform KCB Bank Kenya Limited Ltd promptly following any matter which would alter or add to any of the information given in response to this Questionnaire.

I/we make this declaration for and on behalf of the Company.

Signed: ………………………………………

Name: ………………………………………

Position: ………………………………………

Date: ……………………….

Company stamp

*************************** **END** *************************