



REQUEST FOR “PROPOSAL FOR Website Design, UX/UI, SEO, Front-End Development, and Digital Performance Management Services”

RFP Release date:	
Pre- Bidders Conference	
Response from Bidders	
Bidder's Demo/Presentation	

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INTRODUCTION

KCB Group is seeking an experienced agency to manage the marketing-focused aspects of our website. This includes SEO strategy and implementation, UX/UI design, front-end development, performance tracking (analytics/tag management), website copywriting, and overall website design.

Please note: this engagement excludes backend development and ongoing technical maintenance. The scope includes all Group websites.

The purpose of this RFP is to provide a fair evaluation for all candidates, and to provide the candidates with the evaluation criteria against which they will be judged. The group is in the process of revamping all websites. However, as it is right now the various websites have been built on different platforms. Some websites are on Joomla and WordPress, the new websites have been built on a headless CMS - Statamic. The ambition is to move all sites to Statamic, or a similar scalable CMS.

SCOPE OF WORK

This scope of work supports our ambition to be a regional powerhouse brand. We are seeking an agency to design and manage high-performing, visually engaging, and user-friendly online brand assets, with a focus on the following:

- Brand storytelling - create engaging, front-end experiences to tell the KCB story including performance highlights, impact stories, shareholder updates, and news.
- Product visibility - enhance how product information across all KCB portfolios is presented and accessed.
- Customer interaction - improve front-end customer service tools such as contact points, locators, and chat interfaces (UI/UX only).
- Campaign enablement - design and optimize landing pages, lead collection tools, interactive campaign features, SEO, and analytics tracking/reporting.

Note: this scope excludes backend development, database work, and ongoing technical infrastructure maintenance.

Here is the portfolio of sites in scope:

Site	URL	Content
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Website Design, UX/UI, SEO, Front-End Development, and Digital Performance Management Services

KCB Group	https://kcbgroup.com/	Investor and shareholding information, sustainability information,
KCB Bank Kenya	https://ke.kcbgroup.com/	Product content, T&C, collection of leads, News updates
KCB Bank Uganda	https://ug.kcbgroup.com/	
KCB Bank Tanzania	https://kcbbank.co.tz/	
BPR Bank Rwanda	https://bpr.rw/	
KCB Bank Burundi	https://bi.kcbgroup.com/en/	
KCB Bank South Sudan	https://ss.kcbgroup.com/	
KCB Investment Bank	Under development	Product content, T&C, collection of leads, News updates
KCB Asset Management	Under Development	Product content, T&C, collection of leads, News updates
KCB Bancassurance Intermediary	https://insurance.kcbgroup.com/	Information on all insurance products
KCB Foundation	https://kcbgroup.com/foundation/	Impact Content, Recruitment for all Foundation vocational programmes.

We anticipate a competitive proposal process and look forward to reviewing the submissions from qualified agency. Please adhere to the specific instructions outlined in the following sections of this RFP to ensure a fair and efficient evaluation process.

The information in this document and 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 Kenya Ltd.

1.1 ELIGIBILITY

This Request for Proposal has been sent out on an open tender basis. All eligible bidders to respond to the Request for Proposal. The interested Bidders who are dealing in the provision of cloud hosting solution and meeting the following requirements can respond:

1.2 FORMAT OF REQUEST FOR PROPOSAL RESPONSE AND OTHER INFORMATION FOR BIDDERS

- The bidder shall include in their offer any additional services or items considered necessary for the successful implementation of this solution.
- Proposals from bidders should be submitted in two distinct parts, namely:

“Technical Proposal”

“Financial Proposal”

and these should be submitted in the KCB supplier's portal. -

- The Technical Proposal should contain all the relevant technical details in response to the bank requirements as outlined in section 1.1

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

- The Financial proposal shall clearly indicate the **total cost** of the solution but should be broken down to clearly indicate the cost of cloud services, the implementation charges, licenses subscription, after implementation support charges and any other levies. Further details are given in section 1.1 of this RFP document.

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 3.0.

- All costs pertaining to the preparation of a proposal and negotiations of a contract shall be borne by the firms submitting proposals. The Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 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.

- **Clarification of Bidding Document**

All correspondence related to the contract shall be made in English. Any clarification sought by the bidder in respect of the project shall be addressed at least **five (5) working** days before the deadline for submission of bids, online through the supplier's portal.

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.

Clarifications should be sent through the KCB suppliers' portal. Email Clarifications will not be considered.

- **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 2 at the time of collecting/receiving the bid 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.

- **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 Request for Proposal.

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- Taxes and Incidental Costs

The prices and rates in the financial offer will be deemed to be inclusive of all taxes (Vat, withholding tax and any applicable duties) and any other incidental costs.

- Responsiveness of Proposals

The responsiveness of the proposals to the requirements of this Request for Proposal will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in the Request for Proposal document. 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).

- Currency for Pricing of Tender

All bids in response to this RFP should be expressed in KES or USD. Expressions in other currencies shall not be permitted.

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

- **Evaluation and Comparison of Bids**

Technical proposals will be evaluated prior to the evaluation of the financial bids. All invited bidders shall be invited for a demo/presentation on their proposed solution as per dates provided above on the cover page. Details of the criteria shall be provided at a later stage. Bidders are encouraged to make prior travel arrangements. The presentation/demo will be confined to the "PROPOSAL FOR Website Design, UX/UI, SEO, Front-End Development, and Digital Performance Management Services" and must cover all the areas specified above in the time period allowed. Please note also that any travel and associated costs to be incurred

in respect of the referenced presentation will be borne by your firm. The terms and conditions of the Request for Proposal still apply, and any canvassing is strictly prohibited.

Financial bids of firms whose technical proposals are found to be non-qualifying in whatever respect may be returned unopened.

1.3 REQUIREMENT BRIEF

The RFP response is to consist of: -

- ✓ Company profile in the following format: -
 - a) A brief Introduction–summary of company history, accomplishments and philosophy. see Annexure I
 - b) Certificate of incorporation or registration see Annexure I
 - c) Owners and Directors of the company submitting the RFP bid see Annexure I
 - d) Complete business address (Physical, postal, telephone and e-mail) see Annexure I
 - e) General details of company personnel - see Annexure III
 - f) Number of technical personnel with relevant technical qualifications for each area of technology/service provided and which is pertinent to the successful implementation as per requirements of this RFP. see Annexure V
 - g) All copies of any certificates included in the bid response should be certified as “true copy of original” else the bank may not use them in the evaluation process
 - h) Relevant reference sites with contact details where similar solution in equipment and size has been implemented. See Annexure IV.

NB: Please note that this information should be included in the technical proposal of the bid. Incomplete / insufficient information will lead to disqualification of the bid.

1.4 PAYMENT TERMS

The bank's preferred Payment terms will be:

- a) Consumption based billing and payment
- b) While claiming the delivery payment the bidder must submit the following documents in the original:
 - a) Bidder's signed commercial invoice

- b) Bidder's certificate that all components, parts, sub systems, consumable for the successful implementation, commissioning and testing of the systems including basic tools for the day-to-day maintenance at site in good condition and if any shortfall is noticed during installation, commissioning and testing will be delivered free of further cost to the bank.
- c) Proof of taxes and duties paid where applicable.

SUPPLY, INSTALLATION AND COMMISSIONING.

The supply, installation, testing and commissioning shall be completed within set period as stipulated in the project plan. The installation will be deemed as incomplete if any component of the patch management solution is not delivered or may be delivered but not installed and or not operational. In such an event, the supply and installation will be termed as incomplete, and system(s) will not be accepted, and the warranty period will not commence.

ORDER CANCELLATION.

The bank reserves its right to cancel the purchase order at any time by assigning appropriate reasons in the event of one or more of the following reasons:

- a) Delay in delivery beyond the specified period for delivery
- b) Serious discrepancies noted in the items delivered.
- c) Breaches in the terms and conditions of the order

SOFTWARE, DRIVERS AND MANUALS.

The bidder shall supply the necessary drawings and documents to the bank without any additional cost. The drawings and documents shall be in English. These documents and drawings include:

- a) All general arrangement and installation drawings inclusive of installation instructions.
- b) Complete assembly drawings
- c) Operation and maintenance instruction manual and descriptive literature wherever applicable shall also be supplied.
- d) User Manuals for the application software
- e) Technical details including connectivity diagram and the architecture of the solution.
- f) The supply of all drawings and manuals shall be completed in accordance with the completion schedule.

- g) The supply of all drawings and manuals shall be completed in accordance with the completion schedule.

1.5 WARRANTY

The entire system shall be under warranty for its proper operation, performance as specified in the tender technical specifications and shall be free from defective material and workmanship. During the said warranty period of not less than 12 months, the bidder shall without any extra cost be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. The bidder must warrant all components, accessories, spare parts against any manufacturing defects during the warranty period. During the warranty period the bidder shall maintain the patch management solution and repair/ replace all defective components at no extra charge to the bank.

1.6 ANNUAL MAINTENANCE CHARGES

The bidder shall quote his rates per year per system for all-inclusive maintenance services after the expiry of the 12 months warranty period. All applicable taxes should be indicated accordingly. The cost of the annual maintenance quoted may have impact on evaluation of the price. The annual maintenance charges shall cover the regular maintenance of the solution, cost of the replaced parts and also the man power cost. The costs and rates shall remain firm and valid for a period of five years from the date of expiry of the warranty period. However, the bank reserves the right to review the annual maintenance contract rates periodically.

1.7 LOCAL SUPPORT

The bidder shall be capable of meeting the service and support standards as specified in this tender. Service support shall be available 24/7 at no extra cost.

1.8 ONSITE SUPPORT

The onsite support charges will be payable on call/need basis. The rate will be valid for a period of three years. Thereafter the onsite support will be decided on mutually agreeable terms.

1.9 LIABILITIES

This Request for Proposal is not an offer by the Bank, but an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the Request for Proposal process unless and until a formal contract is signed and executed by duly authorized officials of the bank and the bidder(s).

1.10 TRAINING

The bidder will be required to coordinate and carry out both Technical and Functional user training. The bidder will also be required to involve bank resources during installation, commissioning, and testing of the system(s). The staff will be trained in a proper operating environment and shall include apart from operations of the system, system changes/improvements/configuration, trouble shooting and routine maintenance.

1.11 INSTRUCTION TO BIDDERS

Bidders shall respond to the various requirements as outlined in the suppliers portal.

1.12 TECHNICAL REQUIREMENT

Technical Aspect	Technical Requirements Description	Response	Description
Portfolio & Experience	Relevant Project Experience Provide details of at least three (3) enterprise-grade websites delivered in the past five (5) years, specifically highlighting front-end design, UX/UI execution, SEO, and performance tracking capabilities.		
	Ongoing Marketing Engagements Provide evidence of at least three (3) active clients currently under retainer or contract for website design, UX/UI management, front-end content updates, SEO, or digital performance optimization (excluding backend maintenance).		
	Campaign and Lead Support Experience Provide examples of creative digital executions supporting marketing campaigns, including custom landing pages, lead capture mechanisms, and		

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	analytics integration for campaign performance tracking.		
Understanding of the Brief & User Experience (UX) Strategy	Continuous UX Optimization Demonstrate a structured approach to ongoing evaluation and improvement of user experience, using analytics, user behavior data, and testing to identify pain points, refine customer journeys, and drive high-value user actions.		
	UX Architecture and Prototyping Provide evidence of sitemap design and wireframe development processes used to guide user journeys and site structure.		
	Content Discoverability and Navigation Demonstrate how your UX/UI approach improves content discoverability through intuitive layouts, minimal clicks to key information, and user-centered navigation design..		
Search Engine Optimization (SEO) & Content Management Strategy	CMS Platform Experience Provide evidence of experience working with diverse Content Management Systems (CMS) including but not limited to WordPress, Joomla, and Statamic. Highlight your approach to content structuring, scalability, and ease of editorial management across these platforms.		
	SEO Strategy and Implementation Detail your SEO strategy, including use of AI-driven tools or methodologies for keyword research, content optimization, competitor analysis, and technical SEO audits. Share results from past projects demonstrating improved visibility, traffic growth, and ranking performance.		
	Technical SEO and Structured Data Provide evidence of implementing structured data (schema.org), accessibility metadata, canonical tags, and other on-page SEO best practices. Include how these efforts contributed to enhanced indexing and SERP features such as rich snippets.		
	SEO and GEO-Optimized Content Writing		

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	Provide evidence of developing website content that is optimized for both traditional search engines and generative AI platforms. Content should be clear, action-oriented, creatively written, and structured to drive engagement while supporting discoverability across search and AI-powered experiences.		
Analytics & Reporting	Advanced Analytics Integration Provide evidence of experience integrating and configuring advanced analytics tools, including Google Analytics 4 (GA4), Google Tag Manager, heatmapping tools (e.g., Hotjar, Crazy Egg), and session replay solutions. Highlight how these tools are used to inform UX improvements and marketing strategy.		
	Performance Marketing Insights Demonstrate your ability to track and attribute marketing performance across channels (paid search, social, email, etc.), including conversion tracking, funnel analysis, and ROI reporting. Provide examples of how insights have informed campaign optimization.		
	Dashboarding and Reporting Cadence Provide examples of monthly (or more frequent) performance dashboards with actionable insights, recommendations, and clearly visualized metrics tailored to different stakeholders (e.g., marketing, management, UX teams).		
	Proactive Monitoring and Alerts Describe your setup for real-time alerting of loading speed degradation, SEO health drops, or user behavior anomalies. Include tools and response protocols in place for fast issue resolution.		
Campaign Support and Landing Page Optimization	Campaign Landing Page Development Provide examples of custom-built, high-conversion landing pages designed for specific campaigns. Demonstrate how UX/UI principles, copywriting, and SEO were applied to maximize engagement and lead generation.		
	Lead Capture and Tracking Integration		

	Provide evidence of integration with lead capture tools (e.g., forms, CRMs, marketing automation), including tagging, tracking, and funnel analytics for campaigns.		
	Creative and Visual Execution Provide samples of creative executions (graphics, animations, visual storytelling) used in support of campaign goals, emphasizing brand consistency and audience relevance.		

1.13 SECURITY REQUIREMENTS

Requirement Category	Key Requirement	Response	Description
Governance & Compliance Requirements	Regulatory Compliance: Vendor must comply with industry standards such as ISO 27001, NIST 800-53, PCI DSS, GDPR		
	Security Governance: Vendor must provide details of their security governance structure, including roles, policies, and internal compliance mechanisms		
	Third-Party Risk Management: Vendor must disclose all subcontractors handling customer data and provide assurance of their compliance with security requirements		
	Annual Security Audits: Vendor must undergo independent security assessments and provide audit reports upon request		
Secure Development & Application Security Requirements	Secure SDLC: Vendor must integrate security into their Software Development Life Cycle (SDLC) and follow secure coding practices		
	Software Bill of Materials (SBOM): Vendor must provide an SBOM for third-party dependencies and disclose any known vulnerabilities		
	Source Code & Artifact Residency: All KCB Group source code and artifacts must reside on the approved		

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	repositories/source code and work tracking systems		
Incident Response & Business Continuity Requirements	Incident Response Plan: Vendor must have a documented security incident response plan with defined roles and escalation paths		
	Business Continuity & Disaster Recovery (BC/DR): Vendor must provide evidence of their disaster recovery strategy, including RTO and RPO commitments		
Security Awareness & Training Requirements	Security Training: Vendor must provide/facilitate mandatory security awareness training for employees at least annually		
	Phishing & Social Engineering Defense: Vendor must conduct/facilitate phishing simulations and measure employee response rates		
	Background Checks: Vendor must perform background checks on employees handling sensitive KCB Group data		
	Insider Threat Program: Vendor must have a formal program to detect and mitigate insider threats		
Vendor Performance & Reporting Requirements	Vulnerability Remediation SLAs: Vendor must remediate all vulnerabilities within the period recommended by the KCB Group and provide evidence of patching		

1.14 ACCEPTANCE CRITERIA

The bidder shall comply with the acceptance criteria proposed below.

Definition of Severity

Severity	Description of Business Impact
1 – Critical	<ul style="list-style-type: none"> A total unplanned system outage which affects multiple users, performing critical functionality where there is no workaround

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2 – Major	<ul style="list-style-type: none">▪ Impairment of critical system functions. No workaround exists, or workaround is cumbersome and causes an impact on productivity.▪ Some requirements in scope not met
3 – Medium	<ul style="list-style-type: none">▪ Impairment of less critical system functions. Useable in Production with some procedural workarounds▪ The function(s) will not perform as expected and the business impact is moderate
4 – Low	<ul style="list-style-type: none">▪ Inconvenience, annoyance or cosmetic

Acceptance Criteria

Severity	Acceptance Threshold (# of outstanding Issues)
1 – Critical	0 (zero)
2 – Major	0 (zero)
3 – Medium and 4 – Low	15 (fifteen each)

2 GENERAL CONDITIONS OF CONTRACT

2.1 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 stated below from 2.2 to 2.16.

2.2 AWARD OF CONTRACT

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder or multiple bidders whose bids have been determined to be substantially responsive. The Bank will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the successful Bidder shall be invited for agreement and signing of the Contract Agreement to be prepared by the Bank in consultation with the Bidder.

2.3 APPLICATION OF GENERAL CONDITIONS OF CONTRACT

These General Conditions (sections 4.2 to 4.14) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

2.4 BID VALIDITY PERIOD

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

2.5 NON-VARIATION OF COSTS

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be held fixed for the contract period.

2.6 PERFORMANCE SECURITY

The bank will require that the prospective bidder who is eventually awarded the tender(s) to execute a performance bond with a reputable bank in favor of KCB Bank Kenya

- The performance bond amount will be 10 percent (10%) of the total bid price before the bank can issue any LPO.

- The performance bond will be valid for a minimum of 6 months.
 - Failure to comply with this requirement will void the tender award and the bank at its sole discretion may award the tender to any other bidder.
 - 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.
 - The proceeds of the Performance Security shall be payable to the KCB Bank Kenya Limited as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
2. The Performance Security will be discharged by the Bank 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.

2.7 DELAYS IN THE BIDDER'S PERFORMANCE

- Delivery and performance of the solution shall be made by the successful Bidder in accordance with the time schedule as per Agreement.
- If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Solution, 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.
- Except in the case of "force majeure" as provided in Clause 4.14, 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 4.8.

2.8 LIQUIDATED DAMAGES FOR DELAY

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

All equipment must be delivered and implemented within 6 weeks after the bank issues a duly signed purchase order. Any delayed installation and commissioning of the equipment will attract a penalty of 2 percent of the cost of the purchase order value for installation for every week of late commissioning up to a maximum of 4 weeks after which the bank will cancel the purchase order and blacklist the bidder for at least three years and exercise its rights under the performance bond.

Notwithstanding the provisions detailed in this section above, the bank reserves the right to terminate the award at any time and take corrective measures as necessary to protect the bank interests, which interest are solely determined by the bank.

2.9 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.

2.10 APPLICABLE LAW

This agreement arising out of this Request for Proposal 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.

2.11 BIDDER'S OBLIGATIONS

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.

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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 misdemeanors. The Bidder will not disclose the Bank's information it has access to, during 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.

2.12 THE BANK'S OBLIGATIONS

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

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

2.13 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.

2.14 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.

2.15 PAYMENTS

The Bank's standard payment terms are within 45 days of invoice receipt date following successful installation and commissioning of the requested solution and on user confirmation. No advance Payment for work to be done shall be made.

2.16 WARRANTY

The Bank shall require a minimum of 12 months' all-inclusive warranty for the supplied equipment if any or as per requirement under section 2.0.

This all-inclusive comprehensive warranty will cover without distinction:

- ✓ Adherence to the functional and performance specifications of the equipment, which includes zero quality defects of manufacture or any other hidden defects, which may have escaped notice at the time of acceptance.
- ✓ The assembly of the said equipment to be supplied.
- ✓ Accordingly, the bidder/supplier shall be fully responsible for the cost of all repairs resulting from defective equipment and / or incorrect assembly; his responsibility shall cover labor and associated travel costs, the costs of parts replacements and transportation.

- ✓ If the number of defects is such as to establish the design or quality of particular parts is inferior or inadequate, the supplier shall without delay replace free of charge such defective parts by parts of improved quality or design.
- ✓ Service availability of at least 99.9%.

2.17 WAY FORWARD

Once the bids are opened, bid analysis will commence and bidders will be informed when their bid has been short-listed. Short listed bidders will be invited to demonstrate their solution if need be and to make arrangements for site visits. If the bank may need to visit client site, bidders will be notified in writing. The bank may also make surprise unannounced visits to the bidder's offices to verify any information contained in the bid document. All visits are at the discretion of the bank.

2.18 BID EFFECTIVENESS

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

2.19 CONTRACT PROVISION

The bank will not make any payments in advance. The Bank will issue a duly signed purchase order for all the products/system ordered. The purchase order will be paid within 45 days after delivery, implementation, testing and commissioning. Any payments for the maintenance of the system will be subject to a contract to be agreed with the bidder.

2.20 BUYER'S RIGHTS

The Bank reserves the right to reject any or all the tender bids without giving any reasons and the Bank has no obligation to accept any offer made. The Bank also reserves the right to keep its selection and selection criteria confidential. Bids not strictly adhering to tender document conditions may not be considered by the Bank whose decision on the matter shall be final. The bidder's terms and conditions will not form part of any contract with the Bank in relation to this tender. Bids not strictly adhering to Request for Proposal conditions may not be considered by The Bank whose decision on the matter shall be final.

Canvassing is prohibited and will lead to automatic disqualification.

2.21 RESPONSIBILITY AS AN INDEPENDENT CONTRACTOR

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

2.22 DELIVERY

- Risk of Loss

The supplier covers all risks of loss and damage to any equipment for the implementation of the solution, until the equipment has been delivered to the premises of The Bank. Once the equipment /solution has been installed and tested the responsibility is transferred to KCB Bank Kenya Ltd.

CERTIFICATE OF COMPLIANCE

All bidders should sign the certificate of compliance as attached and return with their quotations/bids.

We _____

Have read this Request for Proposal document for the supply, installation, commissioning and support for **“Website Design, UX/UI, SEO, Front-End Development, and Digital Performance Management Services”** and agree with the terms and conditions stipulated therein.

Stamp and signature of the supplier

Name.....

Date.....

3 ANNEXURES

ANNEXURE I - General Information of the Bidder

The Registered name of the company	
Address of Registered office	
Registration Number and Registration Authority	
Year of Incorporation	
Legal Status (Public or Private) Public or Private Ltd.	
Owners, Directors and shareholding value of the company submitting the RFP bid	
Technological Collaborations/Partners	
Business Address for correspondence in Kenya Location:	Street:
	City:
	Pin Code:
	Telephone/Facsimile:
	Email:
	URL:
Name of the contact/ Authorized person	
Contact's Designation	
Contact address if different from above	
Quality Certifications (Enclose Certificates copy)	
Other Office location and addresses in Kenya	

Website Design, UX/UI, SEO, Front-End Development, and Digital Performance Management Services

Verifiable letter of Accreditation / Partnership with the principal manufacturer of the equipment (for integrators)	
Proof to be enclosed for the all of the above	

Annexure II– Particulars of Turnover

Year	Turnover	Turnover under site and facilities Preparation for Data Center Infrastructure	Net worth of the company as at 31st Dec
2021			
2022			
2023			

Note: The Particulars of Turnover in Table 2 has to be certified by company auditor or Company authorized signatory. Please attach audited balance sheets for years 2021, 2022, and 2023.