



KCB BANK KENYA LTD

REQUEST FOR PROPOSAL

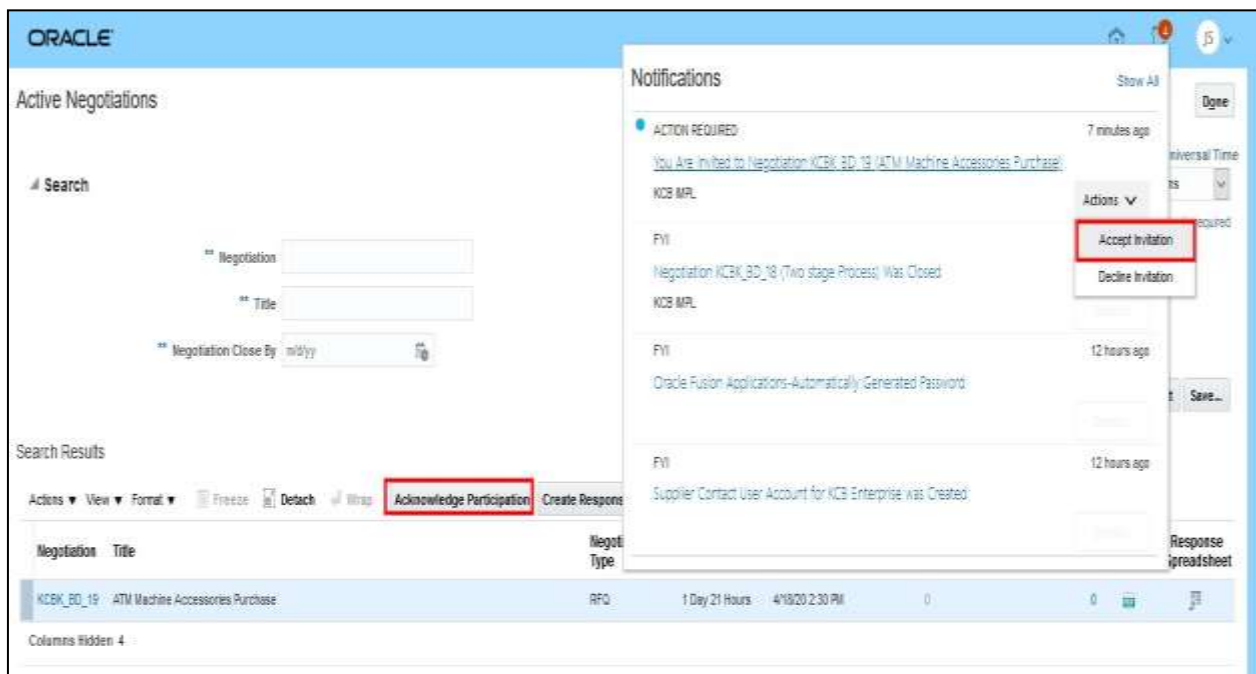
**PROVISION OF CONSULTANCY SERVICES FOR IDENTITY ACCESS MANAGEMENT (IAM)
GAP ASSESSMENT AND FRAMEWORK DEVELOPMENT SERVICES**

RFP Release date:	As per the sourcing portal
RFP Close date:	As per the sourcing portal

ISSUE OF RFP DOCUMENT TO PROSPECTIVE BIDDERS

TENDER FOR PROVISION OF CONSULTANCY SERVICES FOR IDENTITY ACCESS MANAGEMENT (IAM) GAP ASSESSMENT AND FRAMEWORK DEVELOPMENT SERVICES

This tender is being floated electronically. You are required to accept the invite or decline as an initial step.



The screenshot displays the Oracle Active Negotiations interface. A notification window is open, showing a message: "ACTION REQUIRED: You Are Invited to Negotiation KCBK_BD_19 (ATM Machine Accessories Purchase)". The notification includes the text "KCB MPL" and "FYI Negotiation KCBK_BD_19 (Two stage Process) Was Closed". A red box highlights the "Accept Invitation" button in the notification's action menu. Below the notification, the "Active Negotiations" section shows a search bar and a table of negotiations. The table has columns for "Negotiation", "Title", and "Negotiation Type". A row is visible with the negotiation ID "KCBK_BD_19" and title "ATM Machine Accessories Purchase". The "Negotiation Type" is "RFD". The table also shows a duration of "1 Day 21 Hours" and a date of "4/19/20 2:30 PM". A red box highlights the "Acknowledge Participation" button in the table's action menu.

Negotiation	Title	Negotiation Type
KCBK_BD_19	ATM Machine Accessories Purchase	RFD

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DEFINITIONS

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

The Bank	KCB Bank Kenya Ltd
Bid	The proposal 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. INTRODUCTION

KCB Bank Group Ltd (hereinafter referred to as “the Bank”) is a leading commercial banking group in the East African region, renowned for its diversity and growth potential.

As KCB Group expands its digital footprint across Africa, managing digital identities and access securely becomes increasingly complex. The group has also diversified its technology footprint with adoption of Cloud Computing spanning different cloud providers with models varying from IaaS, PaaS, SaaS and hybrid. With adoption of flexible working models such as Remote Working there is further need to review the current approaches to identity and access management. To support its strategic pillars Execution Excellence, Digital Leadership, and Risk Resilience, a robust Identity and Access Management (IAM) program is essential. IAM is foundational to KCB’s strategic pillars and enablers:

- Execution Excellence through streamlined identity lifecycle management, improving efficiency and service delivery.
- Digital Leadership by enabling secure, frictionless access to digital services that foster innovation and customer focus.
- Strengthening Risk Resilience via proactive identity governance that reduces unauthorized access and ensures regulatory compliance.

A well-developed IAM program will include the following propositions:

- Establish centralized control over user identities, authentication, and authorization.
- Enable secure access to systems and applications across KCB’s ecosystem.
- Establish a robust approach to managing role assignments matched to organizational roles, manage transitions in line with role changes and highlight toxic combinations in role assignments.
- Establish clear responsibilities and accountabilities within the Identity and Access management lifecycle across the organization.
- Support agile working models with location-independent access.
- Improve user onboarding/offboarding and access provisioning.

- Provide visibility into access rights and enforce Segregation of Duties (SoD).

1.1 Aims and Objectives of the tender

KCB proposes engaging a consultancy partner to assess KCB's current IAM landscape and develop a comprehensive IAM framework. The consultancy will:

- Review the Group Strategic objectives and existing practices, policies, procedures and related artifacts in relation to Identity and Access Management and determine gaps.
- Propose an Overarching Identity and Access Management Framework / Model to address the gaps
- Gap Design a governance architecture covering identity lifecycle, access provisioning, recertification, review, audit, and privileged access with appropriate RACI Matrices.
- Review and enhance Role-Based Access Control (RBAC) and SoD alignment.
- Streamline IAM workflows and governance processes.
- Align the program with industry standards and regulatory requirements.
- Conduct a gap analysis and define a strategic roadmap with clear milestones.
- Evaluate the suitability and sustainability of existing IAM tools and systems.
- Propose an Implementation roadmap with key milestones and maturity assessments to track the implementation journey in line with best practices and organizational context

To enable secure, scalable, and compliant digital growth across Africa, KCB seeks to assess its current IAM landscape and establish a robust framework that aligns identity governance with its strategic pillars of Execution Excellence, Digital Leadership, and Risk Resilience.

This document constitutes the formal Request for Proposals (RFP) for the **Provision of Consultancy Services for Identity Access Management (IAM) Gap assessment and Framework Development services.**

1.2 Eligibility

This Request for Proposal has been sent out on a restricted tender basis. All eligible bidders to respond to the Request for Proposal. The interested Bidders who are dealing in the provision of consultancy services for data migration and reconciliation and meeting the tender requirements can respond.

1.3 Format of RFP 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 will be submitted in two distinct parts, namely "**Technical Proposal**" and "**Financial Proposal**" and these should be submitted in the KCB supplier's portal.

- 1.3.1 The technical response will be done through the bank's supplier portal. Please ensure your registration is active and you can respond. **Any responses outside this portal shall not be honored.**

1.4 RFP Requirements

The technical proposal should contain all the relevant technical details in response to the Bank requirements as outlined in Section 2 & 3. Bids that do not have this information will be disqualified from further evaluation.

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.

1.5 Financial Proposal Requirements

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 (VAT and withholding Tax).

The financial proposal should clearly indicate

- i. Definition of 1 workday in terms of hours
- ii. Definition 5 months in terms of number of workdays
- iii. Number of resources proposed to undertake the work
- iv. Professional rate per workday
- v. Project duration taken into consideration
- vi. Disbursements i.e. flights, accommodation, per diem, visa fees etc.
- vii. Contingency
- viii. Any other factor that has been considered
- ix. Total cost of the CONSULTANCY inclusive of VAT and applicable taxes.

Table 1: Presentation format of the Commercial Proposal

A COMMERCIAL PROPOSAL (MUST be inclusive of all costs for successful engagement)					
No	Type of Resources	Qty	No. of Man Days	Daily Rate	Total Cost (KES)
1					
2					
3					
Total Cost (KES)					
B EXPENSES (Accommodation and Flight)					
No	Type of Resources	Qty	Rate	Unit of Measure	Total Cost (KES)
1	Accommodation				
2	Travel – Air				
TOTAL COST (A + B)					
Taxes (indicate where applicable)					
TOTAL COST OF THE PROJECT INCLUSIVE OF ALL TAXES that are applicable (e.g. VAT, duties, freight costs and Withholding tax)					

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 proposal. Failure to provide the said list shall not relieve the Supplier from providing such items as necessary to meeting all of the requirements specified in proposal at the Fixed Price Purchase Costs proposed.

1.5.1 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.

1.5.2 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.

1.5.3 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.

1.5.4 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.

1.5.5 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.

1.5.6 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 to the Head of Procurement through the same mail.
- 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: -
 - Company Name:
 - Contact Person: (primary Supplier contact)
 - E-mail:
 - Phone:

#	Date	Section / Paragraph (2)	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.

1.5.7 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 through the Banks supplier portal, and it will be binding on them. It is therefore important that bidder registers on the KCB Supplier Portal.

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.

1.5.8 Deadline for Submission of Bids

All Bids should be submitted through the supplier portal.

Please note:

- Soft Copies for each proposal are to be provided in PDF through the sourcing portal.
- Any bid received by the Bank after the deadline data as specified in the supplier portal will be rejected.

1.5.9 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).

1.5.10 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.

1.5.11 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.**

1.5.12 Currency for Pricing of Tender

All bids in response to this RFP should be expressed in **Kenya Shillings (KES)**. Expressions in other currencies shall not be permitted.

1.5.13 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.

1.5.14 Evaluation and Comparison of Bids

Technical proposals will be evaluated and will form the basis for bids comparison. All tender responses will be evaluated in three phases: -

- a. Preliminary evaluation that will determine administrative compliance.
- b. Detailed technical evaluation to determine technical compliance and support responsiveness of the vendor (This will include presentations and reference checks)
- c. financial evaluation to consider competitiveness and the financial capability of the vendors

Once the bids are opened, bid evaluation will commence. 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 vendors offices to verify any information contained in the bid document. All visits are at the discretion of the bank. Vendors may also be called upon to make brief and short presentations and/or demos on their technical solutions before a panel constituted by the bank.

Technical proposals will be evaluated based on the criteria indicated in section 2 & 3 below

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

1.6 Terms of Bidding

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.

1.7 Documentation and Requirements

All documentation and training materials (in PDF format) must be available in order to complete the process, business, technical/system, operations, and support acceptance activities. Supplier's suggestions for documentation and training materials to support the implementation, use and maintenance of the Solution and any supporting technology components that will be provided as part of this project are to be included in the Supplier's proposal. Documentation must be in English.

1.8 Delays caused by the Supplier

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.

1.9 Representation

The Supplier represents and warrants that it is entitled to respond to this RFP and that it is fully entitled to the proposed Product by way of reseller licensing or ownership and has the right to sell and/or license the Product as provided in their RFP response and shall hold KCB harmless from action for infringement of patents and/or copyrights.

1.10 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 misdemeanors.
- The Bidder shall appoint an experienced counterpart / resources to handle this requirement for the duration of the Contract. The Bank may also demand a replacement of the manager/resource if it is not satisfied with their work or for any other reason.
- The Bidder shall take the lead role and be jointly responsible with the Bank for producing a finalized 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 Consultancy, 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

1.11 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.

1.12 Responsibilities as an Independent Contractor

The Supplier 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.

2. TERMS OF REFERENCE

2.1 Scope and requirement brief

The RFP response is to consist of: -

- ✓ This RFP **response document** duly signed and stamped – Certificate of Compliance
- ✓ **Company profile** in the following format: -
 - i. Certificate of incorporation or registration.
 - ii. Owners and Directors of the company submitting the RFP bid
 - iii. Complete business address (Physical, postal, telephone and e-mail).
 - iv. General details of company personnel.
 - v. CVs of the proposed professional staff who will carry out the assignment
 - vi. A description of the methodology and work plan for performing the service.
 - vii. A list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing.
- viii. Experience and reliability of the Supplier’s organization are considered in the evaluation process. Therefore, the Supplier is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this Request for Proposals (RFP).
- ix. provide the following information related to previous and current services/contracts performed over the last three (3) years by the Supplier’s organization and any proposed subcontractors which are similar to the requirements of this RFP. This information may be shown on the format below;

No	Customer Organization (name)	Customer contact name and phone number	Contract reference and brief description:	Date contract awarded	Length of Contract	Contract Status	Value of businesses transacted: (USD)
1							
2							
3							

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.

3. SCOPE OF WORK

The Bank is requesting proposals from qualified information security and compliance service firms to provide Identity Access Management consultancy services towards achieving the following.

1. Current State Assessment, IAM Roadmap Implementation and Feasibility analysis on existing IAM toolsets.
 - Current state assessment & gap analysis document
 - Card Target IAM architecture & roadmap
 - Governance and operating model recommendations
 - Feasibility analysis report on existing IAM systems
2. Development of Identity Governance Control Documentation for sample systems
 - Review of role descriptions and entitlements document
 - Review of segregation of duties matrix and rulesets
 - Review and mapping mitigating controls and residual conflict documentation
3. Roadmap Development and Maturity assessments
 - Provide a TO BE IAM Model/Framework tailored to the group needs and context.
 - Provide a phased implementation plan with feasible outcomes and incremental milestones towards the end state.
 - Provide a Maturity Assessment Methodology and tool kit/scoring sheets/checklists to enable the group to track maturity and progress on the implementation journey.

3.1 Technical Proposal

Bidders shall submit the proposal in several parts as set forth below. The submitted proposals are suggested to include each of the following sections:

1. Executive Summary
2. Understanding of KCB's Business Requirements
3. Scope, Approach and Methodology
4. Deliverables
5. Reference of similar Assignments
6. Acceptance Criteria

3.1.1 Understanding of KCB's Business Requirements

The bidder shall be expected to demonstrate their understanding of KCB's business requirements which can be summarized as follows: -

- i. Seamless Migration of data from the current platforms to the New Digital Platform.
- ii. Data reconciliation between the source systems and the target Digital Platform

3.2 Scope, Approach and Methodology

3.2.1 IAM Gap Assessment and Framework Development Process

The bidder shall implement the following but not limited to: -

- i. Review the current IAM landscape, including policies, procedures, tools, and governance structures across the Group
- ii. Conduct a comprehensive gap analysis against industry standards and regulatory requirements (e.g., ISO 27001, NIST CSF, GDPR, CBK Guidelines)
- iii. Evaluate the suitability and sustainability of existing IAM tools and platforms (e.g., SailPoint, Saviynt, Microsoft Entra ID)
- iv. Propose enhancements to the IAM governance model, including identity lifecycle, access provisioning, recertification, and privileged access management
- v. Review and enhance Role-Based Access Control (RBAC), Segregation of Duties (SoD), and mitigating controls
- vi. Develop a TO-BE IAM Framework tailored to the Group's strategic objectives and operational context
- vii. Provide a phased implementation roadmap with key milestones, maturity assessments, and tracking mechanisms
- viii. Develop toolkits, scoring sheets, and checklists to support maturity tracking and implementation progress
- ix. Actively engage with KCB teams throughout the engagement, including workshops, interviews, and validation session
- x. Provide training and knowledge transfer to ensure sustainability and internal capacity building

3.2.2 IAM Gap Assessment and Framework Development Approach

The bidder shall describe the approach for the IAM Gap Assessment and Framework Development, detailing how the engagement shall proceed from initiation to completion.

i. Objective

To assess the current IAM environment, identify gaps, and develop a robust, scalable, and compliant IAM framework aligned with KCB Group's strategic pillars: Execution Excellence, Digital Leadership, and Risk Resilience.

ii. Bidder's Activities

- Conduct stakeholder interviews and documentation reviews.
- Perform gap analysis and maturity assessments.
- Evaluate existing IAM tools and platforms.
- Design the TO-BE IAM framework and governance model.
- Develop implementation roadmap and toolkits.

- Facilitate workshops and training sessions.
- Provide final reports and recommendations.

iii. KCB’s Activities

- Provide access to relevant documentation, systems, and stakeholders.
- Participate in workshops, interviews, and validation sessions.
- Review and approve deliverables at each milestone.
- Assign a project liaison and subject matter experts for coordination.

iv. Deliverables

- Current State Assessment & Gap Analysis Report
- Target IAM Architecture & Roadmap
- IAM Governance and Operating Model
- Feasibility Analysis Report on Existing IAM Systems
- Identity Governance Control Documentation
- Role Descriptions, SoD Matrix, and Mitigating Controls Review
- TO-BE IAM Framework and Implementation Roadmap
- Maturity Assessment Toolkit and Tracking Mechanism
- Training and Knowledge Transfer Plan

The bidder shall also detail the project management methodology, including timelines, resource allocation, risk management, and reporting mechanisms.

3.2.3 IAM Gap Assessment and Framework Development Plan

The bidder shall provide a detailed project plan for the IAM Gap Assessment and Framework Development, indicating key milestones, timelines, and dependencies.

3.3 Statement of Work

The bidder is expected to state clearly the proposed statement of work that will guide the execution of this project as per KCB’s requirements.

3.4 Estimated Schedule

The Services in this Statement of Work are estimated to be performed in a period of up to 6 months from an estimated start date of 12th January 2026.

<p>Phase 1 Deliverables:</p> <ul style="list-style-type: none"> • Current State Assessment & Gap Analysis Document • Target IAM Architecture & Roadmap • Governance and Operating Model Recommendations • Feasibility Analysis Report on Existing Systems 	<p>Q1 2026</p>
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<ul style="list-style-type: none"> • Recommendations for Tool Enhancement or Replacement 	
<p>Phase 2 Deliverables (for a sample of MCAs):</p> <ul style="list-style-type: none"> • Review of Role Descriptions and Entitlements Document • Review of Segregation of Duties Matrix and Rulesets • Review and Mapping Mitigating Controls and Residual Conflict Documentation 	Q2 2026

3.5 Project Team Staffing

The section covers below three areas:

3.5.1 Resource Matrix

The bidder shall provide a detailed list of all resources that will be deployed to the project as follows: -

Table 2: Resource Matrix

Competence	Number of Days on Project

The indicated resources should be available at a minimum of 1 week notice.

3.5.2 Responsibility Matrix

The bidder is expected to state clearly the responsibility matrix of each party.

3.5.3 Bidders’ Competence

Bidders shall exhibit business competencies by providing the following:

- i. Accreditations, Awards and Accolades
- ii. Data migration experience in a financial institution
- iii. Experience with Digital platforms and T24 systems
- iv. Data analytics hands on experience
- v. Quantitative techniques
- vi. Proficiency in statistics
- vii. Quality Assurance Management – such as ISO 9001 certification.
- viii. Company Profile including competent staff with appropriate certifications

- ix. Product conformance to industry standards (bidder to detail the industry standards their service complies with)
- x. Project Management– such as Prince 2, PMP
- xi. Business Analysis

3.6 Project Management Approach

The bidder shall outline the project management approach for execution of the tasks envisioned.

3.7 References Of Similar Projects

The bidders must provide a list of similar projects undertaken detailing:

- i. At least two (2) global and large clients where Identify Access Management consultancy assessment has been undertaken
- ii. Certificate of customer satisfaction and/or credible references for successful completion of the project.

The information on references shall include the following details inter alia:

- i. Client Details (Name, Physical address, Country of incorporation).
- ii. Implementation done.
- iii. Period of implementation and the Go-Live date.
- iv. Accomplishments
- v. Contact person(s) (Phone Number and valid email addresses).

4. GENERAL CONDITIONS OF CONTRACT

4.1 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 in this RFP document.

4.2 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.

4.3 Application of General Conditions of Contract

These General Conditions (sections 2) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

4.4 Bid Validity Period

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

4.5 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.

4.6 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.

4.7 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.

4.8 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.

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 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.

4.9 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;

4.10 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.

4.11 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.

4.12 Payment Terms

The Bank's standard payment terms are within 45 days of receiving a complete and verified invoice in KCB Supplier Portal as specified in the agreement executed by both parties. **No advance Payment for ANY work (either OEM or partner) to be done shall be made.** The Bank's preferred 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:
 - Bidder's signed commercial invoice
 - 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.
 - Proof of taxes and duties paid where applicable

4.13 Warranty

The Bank shall require a minimum of 12 months' all-inclusive warranty with effect from confirmation of successful installation for the supplied services 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 services, which includes zero quality defects of manufacture or any other hidden defects, which may have escaped notice at the time of acceptance.

- ✓ Accordingly, the vendor/supplier shall be fully responsible for the cost of all repairs resulting from defective services; his responsibility shall cover all cost of remedying the defect.

4.14 Way forward

Once the bids are opened, bid analysis will commence and vendors will be informed when their bid has been short-listed. Short listed vendors will be invited to demonstrate their solution if need be and to make arrangements for site visits. 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.

4.15 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 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.

4.16 Contract provision

The bank will not make any payments in advance. The Bank will issue a Purchase Order for all the products/system ordered. The Purchase Order will be paid within 45 days after delivery, implementation, testing and commissioning of the solution. Any payments for the maintenance of the system will be subject to a contract to be agreed with the vendor. The bank will not accept partial deliveries, and neither will the bank make partial payments.

4.17 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 vendor's terms and conditions will not form part of any contract with the Bank in relation to this tender. Bids not strictly adhering to RFP conditions may not be considered by KCB whose decision on the matter shall be final.

Canvassing is prohibited and will lead to automatic disqualification.

4.18 Responsibility as an independent contractor

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

4.19 Delivery

- **Partial Deliveries**

The bank will not accept any partial deliveries.

- **Delivery details**

The equipment, apparatus and materials required for project execution shall be delivered to KCB Bank Kenya Limited Head office in Kencom Nairobi and at the disaster recovery site in Gigiri. The vendor/supplier is requested to clearly indicate the lead times for delivery of each item from the date of receipt of a confirmed purchase order from KCB.

- **Delivery, On-Site Test and Installation**

After delivery, on-site test of the equipment functionality will be done by the supplier in the presence of a bank's network engineer.

In case the Bank reports any deficiencies in the equipment, the supplier will fix the deficiency within one business day. Equipment which is reported as deficient and which has not been rectified within one business day after the report has been submitted is not considered as delivered and the terms specified under "delayed delivery and installation caused by the supplier" apply.

- **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 KCB. Once the equipment /solution has been installed and tested the responsibility is transferred to KCB.

5. CERTIFICATE OF COMPLIANCE

All vendors should sign the certificate of compliance as attached and upload alongside their quotations/bids.

We _____

Have read this RFP document for the cloud hosting of Digital platform installed at KCB Bank Kenya and agree with the terms and conditions stipulated therein.

Stamp and signature of the supplier

Name.....

Date.....