KENYA COMMERCIAL BANK LIMITED

REQUEST FOR PROPOSAL

TENDER FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF AN ATM/POS MONITORING SYSTEM

Release Date: Friday, 22nd August 2014

Last Date for Receipt of bids: Friday, 12th September 2014 at 3.00pm (GMT+3) Nairobi, Kenya

ISSUE OF RFP DOCUMENT TO PROSPECTIVE BIDDERS
TENDER FOR SUPPLY IMPLEMENTATION AND MAINTENANCE OF AN ATM AND POS MONITORING SYSTEM

This form serves as an acknowledgement of receipt of the tender and participation. This page is to be completed immediately on download and a scan copy e-mailed to procurement@kcb.co.ke. Firms that do not register their interest immediately in this manner may not be sent the RFP addenda should any arise.

Table 1: Registration of Interest to Participate

<table>
<thead>
<tr>
<th>Item</th>
<th>Supplier Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Person</td>
<td></td>
</tr>
<tr>
<td>Organization Name</td>
<td></td>
</tr>
<tr>
<td>Postal Address</td>
<td></td>
</tr>
<tr>
<td>Tel No</td>
<td></td>
</tr>
<tr>
<td>Fax No</td>
<td></td>
</tr>
<tr>
<td>Email Address (this e-mail address should be clearly written as communication with bidders shall be through e-mail)</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Company Stamp</td>
<td></td>
</tr>
</tbody>
</table>
Table of Contents

DEFINITIONS................................................................................................................. 4
1.1 INTRODUCTION ...................................................................................................... 4
  1.2 Background of the Project ....................................................................................... 5
  1.3 Aims and Objectives of the project ......................................................................... 5
1.4.19.4 Financial Evaluation (separate sealed envelope ) ........................................ 13

SECTION 2 – SCOPE OF WORK .................................................................................. 15
  2.2 Functional Requirements ....................................................................................... 15
  2.3 Delivery, Testing and Acceptance (On Successful Bidding) ................................. 15

SECTION 3 - GENERAL CONDITIONS OF CONTRACT .............................................. 16
  3.1 Introduction ............................................................................................................ 16
  3.2 Award of Contract .................................................................................................. 16
  3.3 Application of General Conditions of Contract ...................................................... 17
  3.4 Ownership .............................................................................................................. 17
  3.5 Bid Validity Period .................................................................................................. 17
  3.6 Performance Security ............................................................................................. 17
  3.7 Delays in the Bidder’s Performance ......................................................................... 18
  3.8 Liquidated damages for delay ................................................................................ 18
  3.9 Governing Language ............................................................................................... 19
  3.10 Applicable Law ...................................................................................................... 19
  3.11 Bidder’s Obligations ............................................................................................ 19
  3.12 The Bank’s Obligations ......................................................................................... 20
  3.13 Confidentiality ........................................................................................................ 20
  3.14 Force Majeure ........................................................................................................ 20

SECTION 4 : APPENDIXES ....................................................................................... 22
Appendix 1 – Technical Requirements Matrix ............................................................. 22
APPENDIX 2 – REFERENCE SITES ............................................................................ 30
APPENDIX 3 – SUPPLIER QUESTIONNAIRE .............................................................. 31
APPENDIX 4 – PERFORMANCE SECURITY FORM (FORMAT) .................................. 39
APPENDIX 5 – CERTIFICATE OF COMPLIANCE ......................................................... 40
DEFINITIONS

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

The Bank
KCB 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.

1.1 INTRODUCTION

The Kenya Commercial Bank Limited (hereinafter referred to as “the Bank”) is incorporated in Kenya and is a leading Commercial banking group in the East African region, renowned for its diversity and growth. In addition to Kenya, it has other subsidiaries namely; KCB (Tanzania) limited, a banking subsidiary operating in Tanzania, KCB (Uganda) limited, a banking subsidiary operating in Uganda, KCB (Sudan) limited, a banking subsidiary operating in Sudan, KCB (Rwanda) limited, a banking subsidiary operating in Rwanda and KCB Burundi a banking subsidiary operating in Burundi. The Head Office for the group is located in KENCOM House Nairobi. The Bank’s vision is to be the preferred financial solutions provider in Africa with a global reach.

The platform is anchored on consolidation across our existing business, expanding and modernizing delivery channels, improving operational efficiencies, turning in returns commensurate with level of investment and compliance with all regulatory and internal policy guidelines.

This document therefore constitutes the formal Request for Proposals (RFP) for Supply, Implementation and maintenance of an ATM / POS monitoring system and is being availed on a open tender basis.
1.2 Background of the Project

The bank is using ATM as one of the service delivery channels in all the countries that it operates. The Bank currently has 374 ATMs in Kenya, spread through the various branches and offsite locations. The Bank has also partnered with Kenswitch and Pesapoint where KCB customers can use their ATMs thus increasing accessibility of ATM services. Besides the ATMS, the bank has also invested heavily in POS terminals that are available at leading merchants and outlets countrywide.

There is therefore need to implement a robust ATM / POS monitoring system with the following capabilities among others:

- ATM and POS automated uptime monitoring
- ATM cash monitoring and management
- Transaction monitoring on both devices.
- Alert generation and dispatch whenever there is a fault
- Escalation of non-attended faults
- MIS reporting – availability, incident and performance reporting
- Track and measure performance of service vendors.
- Software distribution
- Remote operations of the devises.

The ATM/POS Management system is envisaged to cover all countries the Bank operating in. Vendors should therefore be specific and clear on their installation and management by stating their model – whether theirs is a centralized solution or an installation per country.

1.3 Aims and Objectives of the project

Based on KCB Group strategy, the ATM / POS monitoring system will help KCB Group achieve the following objectives

- Ensure pro-active visibility of ATM & POS performance to as to achieve an uptime of 99 % for each devise
• Lead to optimal cash management of cash being loaded into the ATMs so as to achieve low costs of cash management of the platform.
• To be able to optimize usage of the devises through MIS reporting on utilization to facilitate decision making on site viability.
• Ensure timely remote roll-out of new patches and screens at the devises.

1.4.1 The overall summary information regarding the SUPPLY AND IMPLEMENTATION OF A POS / ATM MONITORING SOLUTION is given in section 2 – Scope of Services and the summary in 1.3 Aims and Objectives. The bidder shall include in their offer any additional services considered necessary for the successful implementation of their proposal.

1.4.2 Proposals from bidders should be submitted in two distinct parts, namely Technical proposal and financial proposal and these should be in two separate sealed envelopes, both of which should then be placed in a common sealed envelope marked:

“TENDER FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF AN ATM AND POS MONITORING SYSTEM
DO NOT OPEN BEFORE Friday, 12th August 2014 at 3.00 pm (GMT+3) Nairobi
Kenya

The two separate inner envelopes should be clearly marked “Technical Proposal”, and “Financial Proposal”, respectively, and should bear the name of the Bidder.

1.4.3 The Technical Proposal should contain the following:

- Provide a company profile as per supplier questionnaire in Appendix 5.
- The RFP response document duly signed as per Appendix 7 – CERTIFICATE OF COMPLIANCE
- Approval licenses, by the various bodies for compliance/manufacturer authorization, MUST be included where applicable.
- Audited financial statements of the company submitting the RFP bid, for the last two years
- Demonstrate capability and capacity to provide technical and functional requirements and functionalities as per KCB requirements in section 2.0 – Scope of work.
- 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.
1.4.4 **The Financial Proposal** should clearly indicate the total cost of carrying out the solution as follows:-

a. The Supplier shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required system shall be included in the prices. Kindly note that the cost should include supply, installation and commissioning of the system inclusive of all freight charges and applicable duties and taxes (VAT and withholding Tax).

Provide an itemized list of all items included and summarize your costs as shown in the table below:-

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost (USD)</th>
<th>Sub Total Costs (USD)</th>
<th>Taxes (USD)</th>
<th>Grand Total Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software/ License Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Hardware/Appliance Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Installation and Implementation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Annual Maintenance Cost for software licences Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Annual Maintenance Cost for Hardware/Appliance Year 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Annual Local Vendor Support Year 1 (where applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Logistics costs and other costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Software, implementation, Training cost inclusive of all taxes</strong></td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost (USD)</th>
<th>Sub Total Costs (USD)</th>
<th>Taxes (USD)</th>
<th>Grand Total Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Annual Maintenance Cost for software licences Year 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annual Maintenance Cost for software licences Year 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Annual Maintenance Cost for Hardware/Appliance Year 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Annual Maintenance Cost for Hardware/Appliance Year 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Annual Local Vendor Support Year 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Annual Local Vendor Support Year 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Total Recurrent costs (Year 2&amp;3)</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Total cost of ownership over 3 years inclusive of all taxes (USD)</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Total cost of ownership over 3 years inclusive of all taxes (KSHS)</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Notes**

The total cost above should be inclusive of all taxes and duties (VAT, duties, freight costs and Witholding tax)

b. 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 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.

**NOTE: The Financial proposal (MUST BE IN A SEPARATE SEALED ENVELOPE ) CLEARLY MARKED “FINANCIAL PROPOSAL”**

1.4.5 **Soft Copies** for each proposal are to be provided in the standard Microsoft Office suite of Programs or Adobe Reader and delivered together with hard copy of the tender. NOTE that only the information on
the Hard copy Bound bid document shall be considered as the MAIN
cource document.

1.4.6 Bidders are requested to hold their proposals valid for ninety (120) days
from the closing date for the submission. The Bank will make its best efforts
to arrive at a decision within this period.

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

1.4.8 The bid documents shall be addressed to the following address and
dropped at the tender box on 5th Floor, Kencom House, Wing B on or
before the closing date.

Head of Procurement
Kenya Commercial Bank
5th Floor Kencom House
P.O. Box 48400, 00100
Nairobi, Kenya

Please note that tenders received by facsimile or electronic mail will be
rejected.

1.4.9 If a bidding firm does not have all the expertise and/or resources for the
assignment, there is no objection to the firm associating with another firm
to enable a full range of expertise and/or resources to be presented. The
request for Joint Venture shall be accompanied with full documented
details of the proposed association.

1.4.10 In the case of a Joint Venture or Association, all the firms constituting the
Joint Venture or Association will be jointly and severally liable and at least
one firm in the Joint Venture or Association shall be financially capable of
meeting the contract requirements and potential liabilities on its own and
shall assume contracting responsibility and liability for satisfactory
execution of the assignment.

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

1.4.12 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.
1.4.13 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.

1.4.14 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.

1.4.15 Clarification of Bidding Document

i. All correspondence related to the contract shall be made in English.

ii. Should there be any doubt or uncertainty, the Bidder shall seek clarification in writing addressed to the Head of Procurement through e-mail to: procurement@kcb.co.ke.

iii. Any clarification sought by the bidder in respect of the RFP shall be addressed at least **five (5) calendar 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 **last date for receipt of requests for clarifications** from bidders is **Monday, 8th September 2014**.

vii. The RFQ Clarification Template is as follows:-

<table>
<thead>
<tr>
<th>#</th>
<th>Date</th>
<th>Section/ Paragraph(2)</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

Enquiries for clarifications should be sent by e-mail to: procurement@kcb.co.ke

1.4.16 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.

1.4.17 Deadline for Submission of Bids

Bids should be addressed to the Head of Procurement and sent for receipt on or Before Friday, 12th September 2014. Any bid received by the Bank after this deadline will be rejected. Those submitting tenders or their representatives may attend the tender opening of date and time of submission.

1.4.18 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. 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).

1.4.19 Bid 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. Detailed technical evaluation to determine technical compliance and support responsiveness of the vendor
b. Financial evaluation to consider pricing competitiveness and the financial capability of the vendors

Once the bids are opened, bid evaluation will commence

1.4.19.1 Technical Evaluation

The technical evaluation will include a desktop evaluation and additional detailed evaluations. The desktop evaluation will be scored as follows:

i. Vendors ability to meet and exceed the objectives of the RFP together with the functional requirements detailed in the scope of work.
ii. Experience and reliability of the Supplier’s organization. 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 RFP.
iii. The Supplier should provide the following information related to previous and current services/contracts performed 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 form attached as Exhibit A to this RFP or in a similar manner):
   a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
   b. Dates and locations of the service/contract; and
   c. A brief, written description of the specific prior services performed and requirements thereof.
iv. 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.

1.4.19.2 Demo/Proof of Concept

After the desktop evaluation as per RFP response, the prospective supplier may be required to give further detailed proof of the viability of the solution highlighting the functionality as represented in the RFP. This may include all or part of the following:-

- Vendor presentations
- A solution demo with the actual installed solution
- A Proof of Concept installation at the bank’s premises in a test scenario if so required
- Site visits to current clients of the supplier who have implemented similar solution as put forward in the RFP response

It should be noted that vendors will be progressively evaluated from one stage to the other. Only shortlisted vendors will progress to the next stage.

1.4.19.3 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 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.

1.4.19.4 Financial Evaluation (separate sealed envelope)

Financial evaluation will concentrate on the Costs inclusive of VAT and other applicable taxes where necessary and Man/Day estimates, where appropriate, broken down as per table in 1.4.4. Kindly also note the following as regards financial evaluation.
a. Pricing

All bids in response to this RFP should be expressed in USD or KSH. For those expressed in USD a Kenya Shilling equivalent **MUST** be given clearly indicating the exchange rate. Those who do not indicate the Kenya Shilling equivalent **MAY** not be considered further for evaluation.

**NOTE**: Expressions in other currencies shall not be permitted

The VAT amount must clearly be stipulated and separated from the base costs. The quoted prices should be valid for a minimum of 120 days. Any other fees required for deployment and ongoing support must be quoted separately. Provide an itemized list of any other items and related costs that Supplier deems necessary to meet the requirements specified in proposal. Failure to provide 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.

**KCB SHALL ONLY MAKE PAYMENTS THROUGH A KCB ACCOUNT AND THUS ALL BIDDERS ARE ENCOURAGED TO OPEN AN ACCOUNT**

The Bank will not make any payments in advance. 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. Payment for equipment and/or services will only be made once the entire ordered equipment and/or services are delivered, installed and commissioned.

b. 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.

c. **Financial stability**

This will involve an assessment of key standard financial ratios and trends for the last 2 years such as profitability, leverage, debt ratio, gross margins and sales turnover.

However, the Bank is under no obligation to award the tender as per clause 1.4.12

SECTION 2 – SCOPE OF WORK

2.1 **Current Installations**

This section provides a brief overview of KCB establishment that is relevant to the proposed solution. The Kenya commercial Bank is incorporated in Kenya. The KCB Group has a total of 427 ATMs AND brokendown has follows:

1. KCB Kenya – 340 ATMs
2. KCB Rwanda – 21 ATMs
3. KCB Tanzania – 14 ATMs
4. KCB Uganda – 18 ATMs
5. KCB South Sudan – 31 ATMs
6. KCB Burundi – 3 ATMs

The bank has 4500 POS machines in Kenya only

The Head Office for the group is located in Kencom house Nairobi, Kenya. Further information about the bank can be obtained from the group’s website (http://www.kcbbankgroupgroup.com)

2.2 **Functional Requirements**

Functional requirements are indicated in (Appendix 1 – Technical Requirements Matrix). The section should be completed in its entirety in the vendor response.

2.3 **Delivery, Testing and Acceptance (On Successful Bidding)**

The product will deem to have been:

a) Delivered when
i. The complete machine readable form of the product together with the product documentation is received at KCB’s primary location (IT Division, 7th floor Kencom House, Nairobi); and

b) Tested / POC

   ii. The bank will test the proposed solution in a test environment to ascertain that all the functionality as put forward by the supplier are met. Incorrect information discovered at this time will constitute grounds for disqualification. It is the responsibility of the supplier to ensure the requirement defined in the proposal is achieved. The signed proposal will be the sole reference document for any discussion issues arising related to acceptance; and

c) Accepted when

   iii. The solution has been successfully installed and configured on the Production environment by the representative of the Supplier as per product documentation; and
   iv. Acceptance Criteria: the Bank will accept the proposed deliverable after they have been fully tested by the bank and confirmed to meet the requirement as specified in the original RFP.

KCB Shall endeavour to provide the Production environment as soon as it is practically possible. 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.

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 stated below from 3.2 to 3.14.

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 his 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 (sections 3.2 to 3.14) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

3.4 Ownership

The proposal should be modelled along the perpetual licensing with annual maintenance costs which provides the bank the right to continue using the product ‘as is’ on expiry of the maintenance period.

The Supplier should include a 2-year bundled support and indicate (as a percentage of the product cost where applicable) the cost of continued support after the two years. The bundled support cost should be clearly separated from the cost of the product.

3.5 Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (120) days from the closing date for the submission.

3.6 Performance Security

The Bank may at its discretion shall require the successful bidder to furnish it with Performance Security. The performance bond amount will be one hundred percent (100%) of the total bid price before the bank can issue any Purchase Order. The performance bond will be valid for a minimum of 9 months and must be provided within 14 days from the date of written notification to the Supplier by the bank to provide the bond. 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 Supplier.

3.6.1 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.
3.6.2 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.

3.6.3 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.

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

3.7 Delays in the Bidder’s Performance

3.7.1 Delivery and performance of the Supply, installation and Maintenance of Signage shall be made by the successful Bidder in accordance with the time schedule as per Agreement.

3.7.2 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 notifies 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.

3.7.3 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 3.8 liquidated damages.

3.8 Liquidated damages for delay

The contract resulting out of this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.
3.9 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.

3.10 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.

3.11 Bidder's Obligations

3.11.1 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.

3.11.2 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.

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

3.11.4 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.

3.11.5 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.
3.11.6 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.

3.11.7 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 licence the Product as provided in their RFP response and shall hold KCB harmless from action for infringement of patents and/or copyrights.

3.12 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.

3.13 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 2.15 shall survive the expiry or earlier termination of the contract.

3.14 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.
SECTION 4 : APPENDIXES

Appendix 1 – Technical Requirements Matrix

Functional Requirements and Specifications

The tables below provide a feature summary for the products under procurement.

Please identify and describe where necessary the levels of support as: Full Support, Partial Support and No Support, followed by a detailed explanation on how the requirement is met. Responses without detailed explanation will not attract full score.

ATM/POS Monitoring Technical Description

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Vendor response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Monitoring</strong></td>
<td></td>
</tr>
<tr>
<td>• Really time monitoring of ATMs</td>
<td></td>
</tr>
<tr>
<td>• Really time monitoring of POS terminals.</td>
<td></td>
</tr>
<tr>
<td>• Really time monitoring of other devices e.g. Kiosks (specify)</td>
<td></td>
</tr>
<tr>
<td>• Multi-vendor status monitoring irrespective of the device model.</td>
<td></td>
</tr>
<tr>
<td>• Ability to monitor ATMs/POS terminals irrespective of client software application.</td>
<td></td>
</tr>
<tr>
<td>• Extensively automated and sends out;</td>
<td></td>
</tr>
<tr>
<td>o Alerts on SMS, Email</td>
<td></td>
</tr>
<tr>
<td>o Escalations based on time lapse, action.</td>
<td></td>
</tr>
</tbody>
</table>
- **Tranzware integration**

- Does the system integrate directly to TW for monitoring?
- Is there a client application installed at the devices being monitoring (ATM/POS)?

- Multi-country support so as to support the whole group.

- Provides Transaction analysis per device based on time, transaction type, region, etc.

- Is USER access Web-Based so as to allow remote access across the group?

- Do users have the ability to drill down on devices and errors being reported?

- Does it support a centralized view and a partial view per company to see only the devices in their region/branch?

- Does the system support search and find analysis tools for ease management/interrogation?

- Does the system provide transaction status Cash status by ATM, cassette and
<table>
<thead>
<tr>
<th><strong>denomination?</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Does the system do cash utilization forecasting per ATM?</td>
<td></td>
</tr>
<tr>
<td>• Does the system provide a Cash movement dashboard and alert thresholds?</td>
<td></td>
</tr>
<tr>
<td>• Ability to interface and dispatch service providers using Email/SMS based on device status codes and fully configurable to end user business rules (e.g. different SLAs).</td>
<td></td>
</tr>
<tr>
<td>• Does the system show device locations, device status, cash status, media status as overall display?</td>
<td></td>
</tr>
<tr>
<td>• Does the monitor and report on other non-devise Transactional interfaces Based on the Switch and the Host e.g Visa/MasterCard, Kenswitch, etc interfaces?</td>
<td></td>
</tr>
<tr>
<td>• Monitor transaction per type i.e. analytics per transactions types (e.g. Withdrawals, Deposits, Denials, Reversals, Bill Payments, Pin Change etc) with flexibility for more new types after implementation.</td>
<td></td>
</tr>
<tr>
<td>• Real-time Monitoring based on transaction volumes.</td>
<td></td>
</tr>
<tr>
<td>Performance of service vendors (Response times)</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>All info is logged and reports can generated for example profitability reports per ATM, region, type etc.</td>
<td></td>
</tr>
<tr>
<td>Query interface should be supported to create custom queries</td>
<td></td>
</tr>
<tr>
<td>Export of reports should be supported (csv, excel, pdf, txt)</td>
<td></td>
</tr>
<tr>
<td>Ability to generate instant on demand customized reports and Ad-hoc reporting capability.</td>
<td></td>
</tr>
</tbody>
</table>

### 2. Reporting

<table>
<thead>
<tr>
<th>Can system generate data for inputing into other systems electronically e.g. Reconciliation data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction audit trail end-to-end available?</td>
</tr>
<tr>
<td>Supports exceptional reporting for complete view of all transactions, including those that never reach the switch?</td>
</tr>
<tr>
<td>Measure network and application performance reporting in one view</td>
</tr>
<tr>
<td>Support Flexible &amp; configurable key performance indicators based on Business rules.</td>
</tr>
<tr>
<td>Provides Dashboard that offer instant snapshot of key performance indicators</td>
</tr>
</tbody>
</table>
- Provide number of real time performance metrics (KPI’s) as standard (e.g. Number of unserved customers)

- Provide Custom dashboards for different users and roles

- Provide Daily/Weekly/Monthly Dashboard views

- Ability to show real time faults categorized by different fault types, ATM type, region, city, connection type, vendor, etc.

- Ability to show graphical view e.g. Maps that show the real location and current status of each device and ability to drill down by clicking on the ATM icon to show the exact error.

- Ability to adjust the availability calculation based on hours of operation of an ATM. i.e. ATM with restricted access.

- Automatic process to populate incidents with service vendor performance reports and information, so as to monitor SLAs

- Software Distribution Capability

- Perform automatic remote command like via Switch and Agents (e.g. re-boot)

- Automated actions (creation of tickets, interventions etc) when the status of an ATM changes e.g automatic error record to be created when a specific error message is received from an ATM. Auto
<table>
<thead>
<tr>
<th>3. Performance Management</th>
<th>update the error record whenever a service team is notified or accesses the ATM.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Support manual intervention to modify an incident whenever an operator has additional information and allow user for manual incident creations even for abnormal cases (vandalisms, lighting etc)</td>
</tr>
<tr>
<td></td>
<td>• Automated Dispatching of vendor/support team by sending an automatic alert to the vendor.</td>
</tr>
<tr>
<td></td>
<td>• Being able to interface with various call management systems, via a standard sms/Email with 3rd party service providers held desk systems.</td>
</tr>
<tr>
<td></td>
<td>• Automated escalations of calls based on rules as set up in the system.</td>
</tr>
<tr>
<td></td>
<td>• Levels of escalation – Number of levels of escalations which can be defined within the incident management system.</td>
</tr>
<tr>
<td></td>
<td>• Uptime, breakdown and availability Analysis data available</td>
</tr>
<tr>
<td></td>
<td>• Service evaluation Analysis – By Service provider, ATM, Ticket Age</td>
</tr>
<tr>
<td>• Provides Historical trend Analysis</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
</tr>
<tr>
<td>• User-friendly web interface available for WAN access.</td>
<td></td>
</tr>
<tr>
<td>• User &amp; groups and role management based on privileges</td>
<td></td>
</tr>
<tr>
<td>• Ability to assign a group of ATMs to be monitored by a group of users</td>
<td></td>
</tr>
<tr>
<td>• Ability to assign maker/checker for specific function</td>
<td></td>
</tr>
<tr>
<td>• Ability to track and report software rollout and upgrade.</td>
<td></td>
</tr>
<tr>
<td>• Ability to provide graphical view of incidents, breakdowns, reports, and analysis.</td>
<td></td>
</tr>
<tr>
<td>• Ability to monitor the cash counters for every cassette including amount of cash in each cassette, cash dispensed, remaining cash and cash rejected.</td>
<td></td>
</tr>
<tr>
<td>• Ability to conduct transaction comparison, Top Ten ATMs, Cash Dispensed from each cassette and other customizable reports are also provided.</td>
<td></td>
</tr>
<tr>
<td>• Ability to display the complete ATM Network on Google Map maps and in real time. Displaying their current statuses. Should be accessible by card holders through smart</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>phones, tablets or other devices.</th>
</tr>
</thead>
</table>

- Should allow users to access the application and reports over the Internet using a browser. All reports like ATM Network Response, Transaction Analysis, Hourly Status etc should be available on smart phones or Tablets for management and business users.

- Should be customizable to monitor Mobile banking and internet banking applications
APPENDIX 2 – REFERENCE SITES

References of similar implementations/deployment of such product for organizations similar to KCB in size and complexity done over the past one year.

1. Prior Services Performed for:
   Company Name:
   Address:
   Contact Name:
   Telephone Number:
   Date of Contract:
   Length of Contract:
   Description of Prior Services (include dates):

2. Prior Services Performed for:
   Company Name:
   Address:
   Contact Name:
   Telephone Number:
   Date of Contract:
   Length of Contract:
   Description of Prior Services (include dates):

3. Prior Services Performed for:
   Company Name:
   Address:
   Contact Name:
   Telephone Number:
   Date of Contract:
   Length of Contract:
   Description of Prior Services (include dates):

(repeat as relevant)
APPENDIX 3 – SUPPLIER QUESTIONNAIRE

Bidders are expected to furnish the Company with among others the following vital information, which will be treated in strict confidence by the Company.

1.0 CORPORATE INFORMATION

<table>
<thead>
<tr>
<th>No.</th>
<th>PARTICULARS</th>
<th>RESPONSE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Full name of organization:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Is your organization (Please tick one)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>i) a public limited incorporated company? <strong>attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum &amp; Articles of Association</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) a public listed company? If yes, please attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum &amp; Articles of Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii) a limited incorporated company? If yes, please attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum &amp; Articles of Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iv) a partnership? If yes, please attach certified copy of the Partnership Deed and business name certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>v) a sole trader? If yes, please attach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Company Registration number (if this applies)- attach a copy of Certificate of Incorporation including any Certificate of Change of Name or relevant certificate from country of incorporation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Date and country of Registration:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Full physical address of principal place of business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full postal address of the business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Registered address if different from the above:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Post Code:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Telephone number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Fax number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>E-mail address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Website address (if any):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Company/Partnership/Sole Trader Tax PIN: (Please provide a certified copy of the PIN Certificate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>VAT Registration number: (Please provide a certified copy of the VAT Certificate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.13</td>
<td>Period in which you have been in the specific business for which you wish to bid.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1.15 | Names of the Shareholders, Directors and Partners.  
**If a Kenyan company please provide an** |
original search report issued by the Registrar of Companies showing the directors and shareholders (Companies Form CR 12).

1.16 Associated companies (if any)

1.17 Please provide a copy of the latest annual returns together with the filing receipt as filed at the Companies Registry.

1.17 Name of (ultimate) parent/holding company (if this applies):

1.18 Company number of parent/holding company (if this applies):

1.19 If a consortium is expressing interest, please give the full name of the other organisation (the proposed consortium partners should also complete this questionnaire in its entirety)

1.20 Name and contacts of the Legal Representative of the company; Name, Title; Telephone, Fax and Email address.

1.21 Contact person within the organisation to whom enquiries about this bid should be directed:

<table>
<thead>
<tr>
<th>NAME:</th>
<th>TITLE</th>
<th>TEL:</th>
<th>FAX:</th>
<th>EMAIL:</th>
</tr>
</thead>
</table>

2.0 FINANCIAL INFORMATION

<table>
<thead>
<tr>
<th>No.</th>
<th>PARTICULARS</th>
<th>for year ended</th>
<th>for year ended</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>What was your turnover in the last two years?</td>
<td>...............</td>
<td>...............</td>
</tr>
<tr>
<td>2.2</td>
<td>Has your organisation met all its obligations to pay its</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>PARTICULARS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>BUSINESS ACTIVITIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>What are the main business activities of your organisation? i.e. Manufacturer, Assembler, Distributor, service centre, retailer, (please</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.3 Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority?  
Yes / No  
If yes, please give details:

2.4 What is the name and branch of your bankers (who could provide a reference)?

| Name: |
|Branch: |
|Telephone Number: |
|Postal Address: |
|Contact Person Name: |
|Contact Position |
|Contact E-mail: |

2.5 Provide a copy of the following

- A copy of your most recent audited accounts (for the last three years)
- A statement of your turnover, profit & loss account and cash flow for the most recent year of trading (for the last three years)
- A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.
3.2 How many staff does your organisation have? .......... 
Indicate the number under each category 
   i.  Technical (Permanent.........., Temporary......) 
   ii. Semiskilled (Permanent........, Temporary........)

3.3 Please generally describe the experience and expertise your organization possesses that will enable you to effectively and efficiently undertake the work you are bidding for, as required by KCB. 
   - Attach your company organogram (organisation chart) with emphasis on the job you are bidding for. 
   - Attach CV’s of key staff

3.4 Please submit a declaration that all staff within your organization that are or will be involved in the project are or will be permitted to work within your organization under the laws of Kenya or the laws of the country in which it is established.

4.0 TRADE REFERENCES

4.1 Please provide in the table below details of the projects you have undertaken relevant to the job you are bidding for performed over the last three (3) years, or that are relevant to this bid document.

<table>
<thead>
<tr>
<th>No</th>
<th>Customer Organization (name)</th>
<th>Customer contact name and phone number</th>
<th>Contract reference and brief description:</th>
<th>Date contract awarded</th>
<th>Value of businesses transacted: (Kshs/USD/Euro)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5.0 CERTIFICATIONS, ACCREDITATIONS AND APPROVALS
Detail any relevant certifications and accreditations by principals or accreditation bodies and attach copies of such certification. Such certifications may be for your company or for your individual staff as relevant to the work they do and the key skills for the service or goods you propose to supply.

6.0 AGENCIES AND PARTNERSHIPS
a) Detail any agencies and partnerships that you have that are relevant to the categories of goods and/or services you are interested in supplying.

b) List your primary sources of supply for goods that you propose to supply.

7.0 MANAGEMENT POLICIES
a) Employee Integrity
   - How does the firm ensure the integrity of staff? Detail any related policies.

b) Code of Conduct/Ethics
   - Does your company have a code of conduct? If so, please attach a copy.
   - Indicate if your company subscribes to a professional body with a code of conduct/ethics.

c) Company employment policy
   - Does the firm have a documented employment policy? What are key highlights from this policy if in existence?

d) Environmental Policy/Green Agenda Policy
   - Is your firm ISO 140001 certified or do you have an
environmental policy as an organization?
  - Are your waste segregated as per different waste streams?
  - How are wastes from your firm disposed?

e) Customer Service
  - Does the firm have a documented policy on Customer Service?
  - Which position in your firm is responsible for customer service and how is this position supported by other functions?
  - Does your firm use any performance management techniques, including customer satisfaction measurement? If so, what are the key parameters?

### 8.0 BUSINESS PROBITY AND LITIGATION MANAGEMENT

Please confirm whether any of the following criteria applies to your organisation:

Note that failure to disclose information relevant to this section may result in your exclusion as a potential KCB supplier.

<table>
<thead>
<tr>
<th>No.</th>
<th>PARTICULARS</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Is the organisation bankrupt or being wound up, having its affairs administered by the court, or have you entered into an arrangement with creditors, suspended business activities or any analogous situation arising from similar proceedings in Kenya or the country in which it is established?</td>
<td></td>
</tr>
<tr>
<td>8.2</td>
<td>Please provide a statement of any material pending or threatened litigation or other legal proceedings where the claim is of a value in excess of USD 20,000.</td>
<td></td>
</tr>
<tr>
<td>8.3</td>
<td>Has any partner, director, shareholder or employee whom you would propose to use to deliver this service been convicted of an offence concerning his professional conduct?</td>
<td></td>
</tr>
<tr>
<td>8.4</td>
<td>Has any partner, director or shareholder been the subject of corruption or fraud investigations by the police, Kenya Anti-Corruption Authority or similar authority in the country in which your organisation is established?</td>
<td></td>
</tr>
<tr>
<td>8.6</td>
<td>Has the organisation not fulfilled obligations relating to the payment of any statutory deductions or</td>
<td></td>
</tr>
<tr>
<td>8.7</td>
<td>Please state if any Director shareholder/ Partner and / or Company Secretary of the Organisation is currently employed or has been employed in the past 3 years by KCB.</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.8</td>
<td>Please state if any Director / Partner and / or Company Secretary of the Organisation has a close relative who is employed by KCB and who is in a position to influence the award of any supply award. A “close relative” refers to spouse, parents, siblings and children</td>
<td></td>
</tr>
</tbody>
</table>

#### 9.0 INSURANCE

<table>
<thead>
<tr>
<th>Please provide details of your current insurance cover</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1 Employer’s Liability:</td>
<td></td>
</tr>
<tr>
<td>9.2 Public Liability:</td>
<td></td>
</tr>
<tr>
<td>9.3 Professional Indemnity (if applicable)</td>
<td></td>
</tr>
<tr>
<td>9.4 Other (specify)</td>
<td></td>
</tr>
</tbody>
</table>

#### 10.0 EVALUATION

**(a) Requirements For Evaluation**

The following documents should be attached.

1. Certificate of Incorporation/Business Name Certificate
2. Trading Certificate
3. Business Permits
4. Certificate from relevant regulatory authority (where applicable)
5. Manufacturers Authorization /or equivalent (where applicable).
6. TAX PIN Certificate or equivalent
7. Tax Compliance certificate or equivalent
8. Current dealership letter/certification of equipment
9. List of Directors, telephone and their postal address
10. Form CR 12 as issued by the Registrar of Companies (original) or certified as true copy
11. Audited Accounts (Three years)
12. Bank Account Information
13. CVs of Senior Staff
APPENDIX 4 – PERFORMANCE SECURITY FORM (FORMAT)

Know all men by these presents that we:
1. ..........................................................................................
   (Full name & address in block letters) PRINCIPAL
2. ..........................................................................................
   (Full name & address in block letters) SURETY
are held firmly bound, jointly and in severally, unto Kenya Commercial Bank
Limited in the principal sum of US Dollars
..........................................................................................
for which payment well and truly to be made we bind ourselves firmly by these
presents.
The condition of the above obligations being that should the said <name of
Bidder>
fulfill his /their obligation/s under an agreement entered into between the Kenya
Commercial Bank Limited, and themselves in respect of <<the requirement>>
for Kenya Commercial Bank Ltd. during the period ending
..........................................................................................
and not incur cancellation of the agreement for any cause whatsoever then the
above obligation to be null and void; otherwise to remain in full force and
effect. The validity of this guarantee expires on
..........................................................................................
which is two months beyond the contract period (i.e. after submission and
acceptance by the Bank of final report).
..........................................................................................
PRINCIPAL (Signature)........................................................................................................
Principal’s Stamp
SURETY (Signature)........................................................................................................
SURETY’s Stamp........................................................................................................
Nairobi this .................. of ................ two thousand and ......................
( The following words should be inserted in the signatory’s own handwriting)
“Good for the sum* of US Dollars ...........................................”
(*sum to be specified in words & figures)
APPENDIX 5 – CERTIFICATE OF COMPLIANCE

All Suppliers should sign the certificate of compliance below and return it together with the bound tender document.

We___________________________ have read this tender document and agree with the terms and conditions stipulated therein.

Signature of tenderer ---------------------------------------------

Date......................................................................................

Company Stamp/Seal.