REQUEST FOR PROPOSAL (RFP)

IT/ MAR 2014/ TENDER FOR SUPPLY AND INSTALLATION OF BUDGETING AND FORECASTING SOFTWARE

Release Date: Wednesday, 5th March 2014

Last Date for Receipt of bids: Wednesday, 19th March 2014 at 3.00 pm (GMT +3)
Nairobi, Kenya
ISSUE OF RFP DOCUMENT TO PROSPECTIVE BIDDERS

TENDER FOR SUPPLY AND INSTALLATION OF BUDGETING AND FORECASTING SOFTWARE

This form serves as an acknowledgement of receipt of the tender and participation.

This page is to be completed immediately on downloading/receiving the document 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>
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<tbody>
<tr>
<td>Name of Person</td>
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<tr>
<td>Organization Name</td>
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<tr>
<td>Postal Address</td>
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<tr>
<td>Tel No</td>
<td></td>
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<tr>
<td>Fax No</td>
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<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>
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</tbody>
</table>
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DEFINITIONS

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

The Bank
KC B 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. **SECTION 1 - REQUEST FOR PROPOSALS**

1.1. **Introduction**

Kenya Commercial Bank Limited (hereinafter referred to as “the Bank”) is a leading Commercial Banking Group in the East African region renowned for its diversity and growth.

The Bank’s vision is to be the preferred Financial Solutions Provider in Africa with Global Reach. The mission for 2014 is to drive efficiency whilst growing market share in order to be The Preferred Financial Solutions Provider in Africa with a Global Reach. The Bank has five subsidiary companies – KCB Tanzania, KCB Sudan, KCB Bank Uganda, KCB Rwanda and KCB Burundi.

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 AND INSTALLATION OF BUDGETING AND FORECASTING SOFTWARE** and is being availed on open tender basis.

1.2. **Aims and Objectives**

The objective of this RFP is to provide the bank with relevant information to identify a suitable vendor for Supply and Installation of Budgeting and forecasting Software. The vendor should give as much information as possible about their capability to design, plan, install, and implement a Budgeting and Forecasting Software and manage the process from end to end using structured methodologies and skilled personnel including after sale service.

The Tender for Supply and Installation of Budgeting and Forecasting Software should provide amongst other things-

1.2.1 **System Capabilities**

- Budget Collation for over 300 Units
- Capable of Consolidating Budgets for over 10 Subsidiaries
- Capable of Handling Multiple Currency Budgeting Scenarios
- Automatic Alert on Budget Deadlines
- Automatic alerts on Over/Under Projections
- Automatic Feedback on incomplete Submissions
- Has in Built templates to input Cost and Revenue Drivers, Benchmarks, assumptions and Reports to compare the drivers with the final output.
- Has in Built Reports of providing budgeted P&L, Balance Sheet, cash-flow and Trial Balance.
- Capable of Budget Scenario Manipulations and Sensitivity analysis
- Having inbuilt templates for Revenue, Operating Expenditure and capital expenditure for (normal commercial banking, bank assurance, Islamic banking, mortgage and investment banking)
• Having inbuilt Reports to present budget by group, by companies, by Divisions, by Units/Branch, by product, by sector, by channels, by customer, by geographical zones and multi-faced scenarios.
• Having inbuilt templates for collecting Project Business Cases and calculate Payback, ROI, NPV, IRR and use set criterion to Prioritize the Projects
• Having inbuilt templates to set budgeting rules i.e. discretionary/non-discretionary costs, revenues from existing/new business, prudential guidelines and other covenants budget restrictions
• Have capabilities to collate both quantitative and qualitative data
• Ability to show daily, monthly, quarterly and annual forecasts
• Ability to use internal and external trend data to forecasts and present high level forecast module (e.g. regression model)
• Ability to have audit trail of all correspondences from initial communication, submission, changes, approval and communication.
• Have inbuilt budget submission/resubmission approval rules
• Have inbuilt approval rules for Checking on Submitted Budget and making necessary changes
• Having automated approved budget communication mechanism
• The system should be able to accommodate multisystem interfaces - oracle, T24, credit Quest and any other system that may arise.
• The system should also be able to segment (cluster) branches on the basis of either new, large corporate or retail business.
• The system should have the capability of performing functions such as importing, exporting and drill down of reports.
• Also be able to accommodate either merging, split of units, products or customers when such arise.
• The system should have an offline mode and be able to produce FTP data
• The system should be flexible enough to accommodate changes as and when needed e.g. creation of new accounts, new companies, new sectors without consultants being redeployed.
• Ability to create dashboards
• Systems Interfaces and Integration Solutions
• System Administration and Support Applications
• Reporting
• Business Continuity Plan/Resilience
• Business Intelligence (BI)

1.2.2 System Features
• Flexibility and Adaptability to Scenarios
• Integrates with Oracle Financials R12 for financial reporting and Budgetary Controls
• Scalability
• Reliability
• Safety and Security
• Standard Reports
• Customizable and exportable reports
• Checks and Controls

1.2.3 Support and Commitment
• Support with local presence
• Dedicated Helpdesks
• Comprehensive training and documentation
1.2.4 User Training & Support

- Hands-on User Training for all users
- Train super users who would have capabilities of twitching the system when need arise with less intervention of the consultants.
- Provide Quick Reference Guides and User Manuals
- In-built help

1.3. Format of RFP Response and Other Information for Bidders

1.3.1. The overall summary information regarding the Supply, Installation and Commissioning of a Budgeting and Forecasting Software is given in section 2 - Scope of Work. The bidder shall include in their offer any additional services considered necessary for the successful implementation of their proposal.

1.3.2. 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:

“IT/MAR 2014/ BUDGETING AND FORECASTING SOFTWARE”
DO NOT OPEN BEFORE WEDNESDAY, 19TH March 2014 at 3.00 pm

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

1.3.3. The Technical Proposal should contain the following:

Bidders, willing to be considered for Provision of Budgeting and Forecasting Software are expected to furnish the Bank with among others the following vital information, which will be treated in strict confidence by the Bank.
- Annex 1: references duly completed.
- This RFP document duly signed as per Annex 5.
- Approval licenses, by the various bodies for compliance, 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 requirements functional requirements and functionalities as per KCB requirements in section 2.

1.3.4 The Financial proposal shall 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>Item</th>
<th>Requirement Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Hardware/Product cost where applicable</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Software/Licencing Costs</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Annual Support costs (hardware and software costs)</td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Implementation, installation and configuration costs</td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>Training costs</td>
<td></td>
</tr>
<tr>
<td>vi.</td>
<td>Logistics costs and other costs (specify other costs)</td>
<td></td>
</tr>
<tr>
<td>vii.</td>
<td>Total Cost</td>
<td></td>
</tr>
</tbody>
</table>

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.

1.3.5. **Soft Copies** for each proposal may be provided in the standard Microsoft Office suite of Programs or Adobe Reader and delivered together with hard copy of the tender.

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

1.3.7. Assuming that the Contract will be satisfactorily concluded, the bidders shall be expected to commence the assignment after the final agreement is reached.
1.3.8. The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm in the case of a joint venture.

1.3.9. 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.

1.3.10. The Bank reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action.

The vendor’s terms and conditions will not form part of any contract with KCB in relation to this tender.

Canvassing is prohibited and will lead to automatic disqualification.

1.3.11. **Cost of bidding**

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

1.3.12. **Clarification of Bidding Document**

   i. All correspondence related to the contract 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) days before the deadline for submission of bids, in writing by 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 who have registered participation as per page 2 of this document.
   
   vi. The last date for receipt of requests for clarifications from bidders is Tuesday, 11th March 2014.
   
   vii. The RFQ Clarification Template is as follows:-

   - Company Name:
   - Contact Person: (primary Supplier contact)
   - E-mail:
   - Phone:
   - Fax:
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

1.3.13. Amendment of Bidding Document

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

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

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

1.3.14. Deadline for Submission of Bids

Bids should be addressed to the Head of Procurement and sent for receipt on or Before Wednesday, 19th March 2014 at 3.00 p.m. 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.

1.3.15. Responsiveness of Proposals

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

b. Detailed technical evaluation to determine technical compliance and support responsiveness of the vendor.

c. Financial evaluation to consider pricing 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.
SECTION 2 - SCOPE OF WORK

2.1 FUNCTIONAL REQUIREMENTS

As Explained in 1.2 above, the Budgeting and Forecasting Software should include but not limited the features / functionalities in the following areas:-

i. Budget Assumptions/Drivers
   - Templates to capture key assumptions and KPIs
   - Templates to capture key performance drivers
   - Templates to capture relationships between costs and revenues, P&L and B.Sheet in relation to assumptions, KPIs and performance drivers.
   - Templates to capture relationships within units/Branches, Regions, Products, Sectors, Companies and Channels

ii. Trend Analysis and Forecasting
   - Template to incorporate external data like GDP, inflation, Exchange rates, benchmarks
   - Ability to import actual performance data from Oracle Financial to do trend analysis
   - Ability to report on the best fit regression module suitable for making top level forecasts
   - Ability to provide forecasts from top level summaries to the lowest unit by account, product, sector etc.

iii. Budget Alerts
   - Ability to communicate Budget Calendar
   - Ability to set reminder for prompting budget submissions and prior processes
   - Ability to send mail to branches/units, companies that have not submitted their budgets within the set deadlines
   - Ability to send alerts/communication when budgets revisions are required
   - Ability to send alerts/communication when budgets have been approved

iv. Budget Templates
   - Provide Templates to provide Full Trial Balance data (P&L, Balance Sheet, Off Balance Sheet), Staff increments requests, capital expenditure (tooling, software and other fixed assets requests), projects business cases.
   - Templates to have capabilities to capture both quantitative and qualitative data
   - Templates to have capabilities to capture multi-currency data and do currency conversions

v. Budget Inbuilt Quality Checks
   - Ability to notify over/under-budgeting
   - Ability to request for more information when certain parameters are not met
   - Ability to prompt inputter about inconsistencies
   - Ability to prompt inputter on misalignment with bank strategies
   - Ability to prompt inputter how far the input is from the expected
   - Ability to prompt inputter of incomplete templates
   - Ability to prompt inputter of Project NPVs, Payback,

vi. Budget Submission/Resubmission
   - Ability to reject incomplete budgets submissions and inform the approver/inputter
   - To request for approval before submissions/resubmissions
- Ability to set maximum number a unit/branch can resubmit budgets
- To demand for narrative/explanation from the approver where some preset quality standards are not met

**vii. Budget Collation and Consolidation**
- Ability to collate data from over 300 business units using inbuilt forms/template
- Ability to collate data from normal banking, Islamic banking, bancassurance, investment banking, mortgage and other financial services
- Ability to consolidate data and update overall bank position realtime/online
- Ability to split/Merge business units/branches or products or relationships or customers.

**viii. Target Setting, Budget Scenarios and Sensitivity Analysis**
- System to have functionalities to create budget scenarios (best case to worst case)
- System to have capabilities to do sensitivity analysis by changes in assumptions/performance drivers
- The system should also be able to segment (cluster) branches on the basis of either new, large corporate or retail business.
- System to have capabilities of performing cost allocation across all business units
- Ability to do funds transfer pricing
- Also be able to accommodate either merging, split of units, products or customers when such arise.
- Ability to approach target setting from top down and down up approach.

**ix. Reports**
- Ability to produce reports of budgets at group level, company, Division, branches/units, products, sectors, customers.
- Ability to produce periodic budget reports, daily, monthly, quarterly and annually as may be necessary
- Ability to create report to show initial input vs ideal, initial input vs revised budgets
- Ability to show a report of approved capital budget by asset names, values, quantities, account
- Ability to create a report to show approved Project by Project names, Project Managers, Project Period, Project Costs, Project Returns (NPV, ROI), Divisions
- Ability to export report to excel, pdf, word, csv
- Ability to show budgets by P&L, Balance Sheet, Trial Balance either summarized or detailed
- Ability to drill down budget from top level to the smallest level unit.
- Ability to create a report that shows the approved budgets by key performance indicators, prudential guidelines and other benchmarks.
- Ability to drill down
- Ability to import/export data to Oracle, T24 and other systems
- The system should have the capability of performing functions such as importing, exporting and drill down of reports.
- Ability to produce FTP report

**x. Risk Management**
- Operational risk
- Market risk
xi. Systems Interfaces and Integration Solutions
   o Core Banking System (T24)
   o Oracle
   o Credit Quest
   o Perpay
   o BI/Data warehouse
   o And any other system in use.

xii. System Administration and Support Applications
   o User rights
   o Web based
   o Multi language system
   o The system should be flexible enough to accommodate changes as and when needed e.g. creation of new accounts, new companies, new sectors without consultants being redeployed.
   o Easy Customization

xiii. Business Continuity Plan/Resilience
   o Offline Mode
   o Backups
   o Disaster Recovery
   o High volume transaction processing
   o The system should be flexible enough to accommodate changes as and when needed e.g. creation of new accounts, new companies, new sectors without consultants being redeployed.

xiv. Performance Tracking using dashboards
   o Real time business performance updates

2.2 DOCUMENTATION REQUIREMENTS

All documentation and training materials (both in hard copy as well as a soft copy 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 Automated Audit system 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.

2.3 TRAINING

It is expected that formal training will be given to administrators of the solution. However, the solution must be intuitive and help text must be available and presented in a manner that encourages users to try to find information. Training of technical support team will be to such an extent that they will be reasonably able to handle their
duties competently. Where appropriate, the supplier will be expected to discuss the technical aspects of the system so as to enable, for example, creation of ad-hoc reports and integration to other systems.

Training will be provided in the English language at the bank's premises or a convenient mutually agreed location within Kenya. If additional expenses will be incurred for offsite training, this will be borne by the supplier.

### 2.4 Testing and Acceptance

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 are achieved.

The signed proposal will be the sole reference document for any discussion issues arising related to acceptance.

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 and signed RFP response.

### 2.5 Proof of Concept

The bank may require proof of concept of the proposed solution as evidence that it is viable and capable of achieving audit requirements.

### 2.6 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 resource to handle this requirement for the duration of the Contract. The Bank may also demand a replacement of the manager if it is not satisfied with the manager's work or for any other reason.

- The Bidder shall take the lead role and be jointly responsible with the Bank for producing a 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 course of 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.

2.7 PRICING

Costs (USD inclusive VAT and other applicable taxes where necessary) and Man/Day estimates, where appropriate.

All taxes and VAT amount must be clearly stipulated and separated from the base costs. Prices should be valid for a minimum of 90 days.

2.8 DELIVERY

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

2.9 DELAYED DELIVERY AND INSTALLATION 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.

2.10 WARRANTY

The successful bidder shall provide 12 months Warranty for the software and ensure it is free from any sort of defects and shall perform as per expectations. The successful bidder shall provide an option for on-going warranty support beyond the warranty period. Failure to this the supplier will pay damages to the tune of the cost of the solution.

2.11 SUPPORT REQUIREMENTS

The respondent should provide and sign an Annual Maintenance Contract.

The respondent should provide updates, upgrades toll-free technical assistance 24/7/365.

The respondent should provide a summary of Respondent's resources (support personnel and otherwise) devoted specifically to technical issues, involving notification technology, as well as support procedures.
2.12 **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.

2.13 **PAYMENT TERMS**

The bank will **not** make any payments in advance. The Bank will issue a 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.

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

The bank will not accept partial deliveries and neither will the bank make partial payments. Payment for equipment and/or services will only be made once the entire ordered equipment and/or services are delivered, installed and commissioned.

2.14 **STAFFING**

The Supplier will provide the relevant staff and tools to carry out all the required work under this tender. At least one certified expert (2 in general certification and specialized) and a back-up person are required in the technical areas.

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

2.15 **RESPONSIBILITY 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 carries them out.
SECTION 3 - GENERAL CONDITIONS OF CONTRACT

3.1. Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not be limited to the general terms of contract as 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. Bid Validity Period

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

3.5. Performance Security

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

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

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

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

3.6. Delays in the Bidder's Performance

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

3.6.3. Except in the case of "force majeure" as provided in Clause 3.13, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 3.8.

3.7. 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.

3.8. Governing Language

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

3.9. Applicable Law

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

3.10. Bidder's Obligations

3.6.1. 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.

3.6.2. 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.

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

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

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

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

3.12. **Confidentiality**

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause 2.15 shall survive the expiry or earlier termination of the contract.

3.13. **Force Majeure**

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

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

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

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

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

3 SECTION 4 - ANNEXURES

**ANNEX 1 - REFERENCES**

References of similar services for organizations similar to KCB in size and complexity are
preferred:-

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):
## KCB IT Risk & Security - Technical Security Checklist

<table>
<thead>
<tr>
<th>Security Criteria</th>
<th>Vendor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Documents</strong></td>
<td></td>
</tr>
<tr>
<td>1. The vendor has agreed/ signed KCB non-disclosure agreement with the bank. No engagements with vendor are allowed without a formal non-disclosure agreement in place</td>
<td></td>
</tr>
<tr>
<td>2. Indicate who will provide support - internal team or vendor support with SLA in place/proposed specifying response time and penalties</td>
<td></td>
</tr>
<tr>
<td>3. Is system &amp; security documentation available? Comprehensive security documentation must be provided</td>
<td></td>
</tr>
<tr>
<td>4. System design architecture – are detailed diagrams available?</td>
<td></td>
</tr>
<tr>
<td><strong>Availability</strong></td>
<td></td>
</tr>
<tr>
<td>1. What is the expected uptime of the solution? Indicate the high availability requirements.</td>
<td></td>
</tr>
<tr>
<td>2. Is disaster recovery and business continuity plans built in? Critical systems require business continuity plans. What are the Disaster Set up requirements?</td>
<td></td>
</tr>
<tr>
<td>3. What kind of back up arrangements are proposed? All sensitive data must be properly backed up</td>
<td></td>
</tr>
<tr>
<td>4. Are network diagrams provided? Network schematics should clearly indicate which elements are in control of vendor and those under KCB control</td>
<td></td>
</tr>
<tr>
<td>5. Is there redundant design? - redundancy needed for mission critical systems</td>
<td></td>
</tr>
<tr>
<td>6. Are there performance monitoring and tuning tools that are part of the solution? If yes provide details of functionality</td>
<td></td>
</tr>
<tr>
<td>7. Are there troubleshooting (debugging) tools that are part of the solution? If yes provide list and functionality</td>
<td></td>
</tr>
<tr>
<td><strong>Integrity &amp; Confidentiality</strong></td>
<td></td>
</tr>
<tr>
<td>1. Does system support strong authentication (two factors) or rich security for mission critical systems? - indicate what is available</td>
<td></td>
</tr>
<tr>
<td>2. Are passwords and PINs encrypted from generation,</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>1. What is the OS, database and applications to be used? Name and version</td>
<td></td>
</tr>
<tr>
<td>2. Does back-end software operate as a service?</td>
<td></td>
</tr>
<tr>
<td>3. How many versions of this product are you supporting and what is the latest version? How long has the latest version been in the market?</td>
<td></td>
</tr>
<tr>
<td>4. Patching and updates procedures – what is the frequency of releases? When is the next release? Is downtime required?</td>
<td></td>
</tr>
<tr>
<td>5. System audit should be available. Have audit data logs processing and storage been factored in hardware sizing? Should have system logs for both Operating System and Application. What is the format of the logs? Logs must be able to support</td>
<td></td>
</tr>
<tr>
<td>6. Indicate the use of roles and groups that are defined by default in the system. Can these be refined? – Please give details.</td>
<td></td>
</tr>
<tr>
<td>7. Does the application require the use of an administrator password to be shared among users or hard coded? Only named users should be allowed.</td>
<td></td>
</tr>
<tr>
<td>8. How are new passwords generated and secured? New accounts must have a password and password should not be predictable.</td>
<td></td>
</tr>
<tr>
<td>9. What ports and protocols are used and what are the security features?</td>
<td></td>
</tr>
<tr>
<td>10. Are security reports available? – changes to roles/profiles, database access</td>
<td></td>
</tr>
<tr>
<td>11. What Cryptography (Encryption) mechanisms are implemented? What encryption algorithm is employed?</td>
<td></td>
</tr>
<tr>
<td>12. Does system support Intrusion detection functionality?</td>
<td></td>
</tr>
<tr>
<td>13. Confirm object reuse is not allowed – sessions, memory, cache elements etc</td>
<td></td>
</tr>
<tr>
<td>14. Does the system have secure communication architecture? Sensitive data should be secured in transmission, interfaces and storage.</td>
<td></td>
</tr>
</tbody>
</table>

**Operations**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. What are the PIN/password security features? A PIN must be at least 4 characters for customers and encrypted in transit or storage. Password shall have rich features – expiration, complexity, initial auto generate etc</td>
<td></td>
</tr>
<tr>
<td>2. Is discretionary access control enforced by the system at all levels – application, OS, database (include versions supported).</td>
<td></td>
</tr>
<tr>
<td>3. Is separation of duties enforced by the system? – one person should not complete critical transactions</td>
<td></td>
</tr>
<tr>
<td>4. What ports and protocols are used and what are the security features?</td>
<td></td>
</tr>
<tr>
<td>5. Are security reports available? – changes to roles/profiles, database access</td>
<td></td>
</tr>
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<td>7. How are new passwords generated and secured? New accounts must have a password and password should not be predictable.</td>
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<td></td>
</tr>
<tr>
<td>13. Does the system have secure communication architecture? Sensitive data should be secured in transmission, interfaces and storage.</td>
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<tr>
<td><strong>SIEM.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Anti-virus requirements - support for major antivirus vendors and compatible with the ones KCB is currently using</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Identify the maximum number of named users, logged-on users, and concurrent users that the system will accommodate. Capacity should be sufficient to meet business projection. User roles must be defined in the system.</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td>Does the system produce secure output? E.g. confidential or sensitive printed information? If yes, is there a procedure for handling the output?</td>
</tr>
<tr>
<td><strong>9</strong></td>
<td>Is security and technical training included? System users must be provided with sufficient security training.</td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>What are the environment requirements? - control air-borne contaminants (Space requirements, humidity &amp; temperature control, electrical power supply requirements)</td>
</tr>
</tbody>
</table>

**Database**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>What databases do you support? Commercial databases should be used</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Does your application support a clustered database environment? Clustering is important for mission critical.</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Will the database be accessible for use by other applications directly? If yes, what are the security controls in place?</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Does your application depend on specified schema-owner or user names/passwords to the database? Does the schema owner need DBA access for the application to function? Requirement - Application should handle all user access</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>What system database functions require DBA access to be performed? Database should enforce rich password security features</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Does the application require a specific OS for the database server?</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Describe any communication protocol your system uses to connect to the database. Do the connections stay connected at all times, or are they transaction based? Should be transaction based</td>
</tr>
<tr>
<td></td>
<td>Additional security control details</td>
</tr>
<tr>
<td></td>
<td>Vendor representative (Name, Sign/date))</td>
</tr>
</tbody>
</table>
**ANNEX 3 - SUPPLIER QUESTIONNAIRE**

Bidders, willing to be considered for the tender for Supply and Installation of **BUDGETING AND FORECASTING SOFTWARE** 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 [If space is insufficient, please use a separate sheet]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Full name of organization:</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Is your organization (Please tick one)</td>
<td>i) a public limited incorporated company? attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum &amp; Articles of Association</td>
</tr>
<tr>
<td></td>
<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>
</tr>
<tr>
<td></td>
<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>
</tr>
<tr>
<td></td>
<td></td>
<td>iv) a partnership? If yes, please attach certified copy of the Partnership Deed and business name certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>v) a sole trader? If yes, please attach a certified copy of the business name certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vi) other (please specify)</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>
</tr>
<tr>
<td>1.4</td>
<td>Date and country of Registration:</td>
<td></td>
</tr>
</tbody>
</table>
|   | **1.5** | Full physical address of principal place of business:  
|   |         | Full postal address of the business:                   |
|   | **1.6** | Registered address if different from the above:       |
|   |         | Post Code:                                            |
|   | **1.7** | Telephone number:                                     |
|   | **1.8** | Fax number:                                           |
|   | **1.9** | E-mail address:                                       |
|   | **1.10** | Website address (if any):                            |
|   | **1.11** | Company/Partnership/Sole Trader Tax PIN:              |
|   |         | (Please provide a certified copy of the PIN Certificate) |
|   | **1.12** | VAT Registration number:                              |
|   |         | (Please provide a certified copy of the VAT Certificate) |
|   | **1.13** | Period in which you have been in the specific business for which you wish to bid. |
|   | **1.14** | Current Dealership letter/certification for system preferably issued in 2013 where applicable. |
|   | **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) or certified true copy. |
|   | **1.16** | Associated companies or partners (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:
   **NAME:**
   **TITLE**
   **TEL:**
   **FAX:**
   **EMAIL:**

### 2.0 FINANCIAL INFORMATION

<table>
<thead>
<tr>
<th>No.</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>What was your turnover in the last two years?</td>
</tr>
<tr>
<td>2.2</td>
<td>Has your organisation met all its obligations to pay its creditors and staff during the past year?</td>
</tr>
<tr>
<td></td>
<td>If no, please give details:</td>
</tr>
<tr>
<td>2.3</td>
<td>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?</td>
</tr>
<tr>
<td></td>
<td>If yes, please give details:</td>
</tr>
<tr>
<td>2.4</td>
<td>What is the name and branch of your bankers (who could provide a reference)?</td>
</tr>
<tr>
<td></td>
<td>Branch:</td>
</tr>
<tr>
<td></td>
<td>Telephone Number:</td>
</tr>
</tbody>
</table>
2.5 Provide a copy of the following

- A copy of your most recent audited accounts (for the last two years)

- A statement of your turnover, profit & loss account and cash flow for the most recent year of trading (for the last two years)

- A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position.

3.0 BUSINESS ACTIVITIES

<table>
<thead>
<tr>
<th>No.</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>What are the main business activities of your organisation? i.e. Manufacturer, Assembler, Distributor, service centre, retailer, (please specify).</td>
</tr>
</tbody>
</table>
| 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 you 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. Attach relevant contracts/LPOs/reference letters etc.

<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>
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<td>8</td>
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</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</td>
<td></td>
</tr>
</tbody>
</table>
deliver this service been convicted of an offence concerning his professional conduct?

8.4 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?

8.6 Has the organisation not fulfilled obligations relating to the payment of any statutory deductions or contributions including income tax as required under Kenyan law or the laws of the country in which it is established?

8.7 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.

8.8 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

9.0 INSURANCE

Please provide details of your current insurance cover

<table>
<thead>
<tr>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
</tr>
<tr>
<td>9.2</td>
</tr>
<tr>
<td>9.3</td>
</tr>
<tr>
<td>9.4</td>
</tr>
</tbody>
</table>

10.0 EVALUATION
(a) Requirements For Evaluation

The following documents should be attached.

i. Certificate of Incorporation/Business Name Certificate
ii. Trading Certificate
iii. Business Permits
iv. Certificate from relevant regulatory authority (where applicable
v. Manufacturers Authorization /or equivalent (where applicable).
vi. TAX PIN Certificate or equivalent
vii. Tax Compliance certificate or equivalent
viii. Current dealership letter/certification of equipment preferably issue in 2012
ix. List of Directors, telephone and their postal address
x. Form CR 12 as issued by the Registrar of Companies (original) or certified as true copy
xi. Audited Accounts (Two years)

xii. Bank Account Information
xiii. CVs of Senior Staff
xiv. Organogram/Organization Chart
ANNEX 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)
ANNEX 5 - CERTIFICATE OF COMPLIANCE

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

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

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

Date………………………………………………………………

Company Stamp/Seal.