KENYA COMMERCIAL BANK

REQUEST FOR PROPOSAL (RFP)

IT/ SEPTEMBER 2013/ ENTERPRISE ARCHITECTURE CONSULTANCY

TENDER FOR PROVISION OF ENTERPRISE ARCHITECTURE CONSULTANCY SERVICES

Release Date: Friday, 27th September 2013

Last Date for Receipt of bids: Friday, 11th October 2013 at 3.00 pm (Nairobi - Kenya)
**ISSUE OF RFP DOCUMENT TO PROSPECTIVE BIDDERS**

**TENDER FOR PROVISION OF ENTERPRISE ARCHITECTURE CONSULTANCY SERVICES**

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.

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## 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. 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 2013 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.

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

This document therefore constitutes the formal Request for Proposals (RFP) for Provision of Enterprise Architecture Consultancy Services and is being availed on open tender basis and is open for bids from companies that meet the requirements stated herein.

1.2. Background, Objective and Establishment

Today’s digital consumer and market era has witnessed a major shift in the role of IT function within the overall strategic and operational plan of global enterprises. Today’s businesses look at IT as an element of their strategic plan and as a key tool for creating differentiation and value proposition in market place.

There are some major implications, namely;

- Need for a closer alignment of Business strategy and IT strategy and its execution.
- Need for predictable and sustainable IT solutions delivery.
- Need for a faster IT response to changes in business strategy, tactics and operational processes.
- Need for efficiency and cost effectiveness in IT operations freeing up money for innovations.
- Need for IT to play a leading role in internal innovations and business transformations.
- Need for predictable and intended impact of change and effective risk management.

The new operating environment characterized by above expectations has motivated IT to adopt Enterprise Architecture as a rigorous and structured approach for IT portfolio planning, execution and governance. Enterprise Architecture focuses on establishing a common framework for defining, managing and governing Business/ IT
structure, relationship and components. In a way, Enterprise Architecture represents an integrated organizational blueprint for execution of business strategy through IT and covers strategy, tactical and operational domains.

The objective of this tender is to partner with an experienced vendor who will assist the bank in an assessment that will provide an independent analysis of the Bank's enterprise Architecture status, point out gaps in all the KCB's Kenya head office and subsidiary units.

1.2.1 Kenya Commercial Bank Establishment

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 bank's establishment in Kenya consists of 167 branches.

It has 5 other subsidiaries:

- KCB Burundi - Headquarter
- KCB Rwanda - Headquarter + 9 branches
- KCB Tanzania - Headquarter + 10 branches
- KCB Uganda - Headquarter + 14 branches
- KCB Sudan - Headquarter + 10 branches

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)

1.3. Format of RFP Response and Other Information for Bidders

1.3.1. The overall summary information regarding the Provision of Enterprise Architecture Consultancy Services 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/SEPTEMBER2013/ENTERPRISE ARCHITECTURE CONSULTANCY"
   DO NOT OPEN BEFORE FRIDAY, 11TH OCTOBER 2013 at 3.00 pm (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.
1.3.3. **The Technical Proposal** should contain the following:

Bidders, willing to be considered for **Provision of Enterprise Architecture Consultancy Services** should provide the following vital information, which will be treated in strict confidence by the Bank.

- Provide a company profile as per supplier questionnaire in Annex 2.
- A description of the methodology and workplan for performing the service.
- A list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing.
- CVs of the proposed professional staff.
- Experience and reliability of the Supplier’s organization are considered in the evaluation process. Therefore, the Supplier is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 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 Annex 1 to this RFP or in a similar manner):
  - 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;
  - Dates and locations of the service/contract; and
  - A brief, written description of the specific prior services performed and requirements thereof.

- 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.

1.3.4. **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 shall be included in the prices. Kindly note that the cost should include all consultancy services costs and applicable duties and taxes (VAT and withholding Tax).

The financial proposal **MUST** clearly indicate

I. Definition of 1 work day in terms of hours  
II. Definition 1 month in terms of number of work days  
III. Number of resources proposed to undertake the work  
IV. Professional rate per work day  
V. Project duration taken into consideration  
VI. Contingency and the clear rationale  
VII. Any other factor that has been considered  
VIII. Total cost of the consultancy service inclusive of VAT and applicable taxes.

**NB:** The Offer Price **MUST** be provided as per the eight parameters above giving a clear cost breakdown and responded to making reference to clause 1.3.2 above. Those vendors who do not respond as required may not be further considered for evaluation.

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** on CD/DVD 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.

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/proposal shall be made in English.

ii. Should there be any ambiguity, conflict, discrepancy, omission, doubt, uncertainty or other error, the Bidder shall seek clarification in writing 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 **six (6) calendar days** before the deadline for submission of bids, in writing to the Head of Procurement through the same mail.

iv. **The last date for receipt of requests for clarifications** from bidders is **Friday, 4th October 2013**.

v. It is the responsibility of the Bidder to obtain any further information required to complete this RFP.

vi. Any clarification requests and their associated response will be circulated to all Bidders.

vii. The RFQ Clarification Template is as follows:

- Company Name:
- Contact Person: (primary Supplier contact)
- E-mail:
- Phone:
- Fax:
- Document Number/Supplier #

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(1) Question (s) mailing Date.
(2) From the KCB Document.
The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders.

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 **Friday, 11th October 2013 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

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.

2. **SECTION 2 - SCOPE OF WORK - FUNCTIONAL EXPECTATIONS**

2.1 **SPECIFIC OBJECTIVES OF THE CONSULTANCY INCLUDE:-**

It is KCB’s intent to select a vendor who will demonstrate solid experience in delivering enterprise architecture solutions that will:

(a) Assist in Planning which includes a description of “where we are” and a roadmap to get to a “future state” and definition of the same.

(b) Enterprise Architecture Framework definition, development and establishment, Establishing the link between ITIL, Prince 2, TOGAF™, COBIT, SOA etc. (i.e. “Making Enterprise Architecture work for you”)

(c) Development of blueprints, standards and specifications.

(d) Benchmarking against industry-best practices and industry peers.

(e) Communication strategy for EA to the rest of the business to ensure adoption (It’s a new concept in KCB)

(f) Enforcement of compliance with EA standards.

(g) Business Process analysis, alignment, modeling, reporting and recording.

(h) Global Service Oriented Architecture (SOA) strategy and implementation.

(i) Roadmap detailing integration of all system though an SOA and Business Process Modeling frameworks.

(j) Create and support implementation of SOA strategies.

(k) Roadmap detailing integration of all system though an SOA and Business Process Modeling frameworks.

(l) A detailed plan on business analytics providing a range of techniques and processes for the collection, classification, analysis and interpretation of data to reveal patterns, anomalies, key variables and relationships, leading ultimately to new insights and better answers faster.

(m) Establishing Business Intelligence- methodologies, processes, architectures, and technologies that transform raw data into meaningful and useful information for business purposes.

(n) A detailed plan on models of managing interactions with both current and future customers- CRM.

(o) Enterprise Architecture Business Case Development.

(p) Legacy transitioning and decommissioning.

Vendors are encouraged to describe in detail the level of support provided in delivering the services and that KCB should consider when selecting an Enterprise Architecture Vendor of choice.

Consideration should be given to:

- Client Support Representatives specific certifications and education requirements.
- Enterprise Architecture Analysts and the certifications held by these Supplier staff members.
- Service Delivery Platforms and Management Tools.
• Standards compliance of Supplier tools/services to guidelines such as TOGAF, COBIT, ISO PCI, etc.
• Other

2.2 DELIVERY ACCEPTANCE (ON SUCCESSFUL BIDDING)

The product will deem to have been:

a) Delivered when
   i. Respective Reports based on different aspects of the Enterprise architecture assessment based on tender awarded both on soft and hard copy will have been received at KCB’s primary location (IT Division, 7th floor Kencom House, Nairobi); and discussed with management and inclusion of management comments and feedback. This will also include program notes on guided remediation programme and proposed further improvements on Enterprise Architecture.

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

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

2.3 DELAYS CAUSED BY THE SUPPLIER

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

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

2.4 REPRESENTATION

The Supplier represents and warrants that 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.
2.5 OVERALL RESPONSIBILITY

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

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

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

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

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

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

2.6 PRICING

Costs (Kshs inclusive VAT and other applicable taxes where necessary) and Man/Day estimates, where appropriate, broken down by:

- General Supplier Costs
- Any other costs

If using any other currency, kindly include the exchange rate applicable. The VAT and other applicable taxes must be clearly stipulated and separated from the base costs. The quoted prices should be valid for a minimum of 90 days.

2.7 BID EFFECTIVENESS

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

2.8 PAYMENT TERMS

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

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

2.9 STAFFING

The Supplier will provide the relevant staff and tools to carry out all the required work under this tender. 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.

2.10 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 3.13.

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

3.10.1. The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.
3.10.2. The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

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

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

3.11. **The Bank's Obligations**

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

(a) Provide the Bidder with specific and detailed relevant information

(b) In general, provide all relevant information and access to Bank's premises.

3.12. **Confidentiality**

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause 3.15 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.

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):
**ANNEX 2 - SUPPLIER QUESTIONNAIRE**

Bidders, willing to be considered for the tender for Provision of Enterprise Architecture Consultancy Services 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>
</tbody>
</table>

1.2 Is your organization (Please tick one)

- i) a public limited incorporated company? **attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association**

- ii) a public listed company? **If yes, please attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association**

- iii) a limited incorporated company? **If yes, please attach a copy of Certificate of incorporation including any Certificate of Change of Name, Memorandum & Articles of Association**

- iv) a partnership? **If yes, please attach certified copy of the Partnership Deed and business name certificate**

- v) a sole trader? **If yes, please attach a certified copy of the business name certificate**

- vi) other (please specify)

1.3 Company Registration number (if this applies)-
<table>
<thead>
<tr>
<th>1.4</th>
<th>Date and country of Registration:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5</td>
<td>Full physical address of principal place of business:</td>
</tr>
<tr>
<td></td>
<td>Full postal address of the business:</td>
</tr>
<tr>
<td>1.6</td>
<td>Registered address if different from the above:</td>
</tr>
<tr>
<td></td>
<td>Post Code:</td>
</tr>
<tr>
<td>1.7</td>
<td>Telephone number:</td>
</tr>
<tr>
<td>1.8</td>
<td>Fax number:</td>
</tr>
<tr>
<td>1.9</td>
<td>E-mail address:</td>
</tr>
<tr>
<td>1.10</td>
<td>Website address (if any):</td>
</tr>
<tr>
<td>1.11</td>
<td>Company/Partnership/Sole Trader Tax PIN:</td>
</tr>
<tr>
<td></td>
<td>(Please provide a certified copy of the PIN Certificate)</td>
</tr>
<tr>
<td>1.12</td>
<td>VAT Registration number:</td>
</tr>
<tr>
<td></td>
<td>(Please provide a certified copy of the VAT Certificate)</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>
</tr>
<tr>
<td>1.15</td>
<td>Names of the Shareholders, Directors and Partners.</td>
</tr>
<tr>
<td></td>
<td><strong>If a Kenyan company please provide an original or certified copy of search report issued by the Registrar of Companies showing the directors and shareholders (Companies Form CR 12).</strong></td>
</tr>
<tr>
<td>1.16</td>
<td>Associated companies (if any)</td>
</tr>
<tr>
<td>1.17</td>
<td>Please provide a copy of the latest annual returns together with the filing receipt as filed at the Companies Registry</td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>What was your turnover in the last two years?</td>
</tr>
<tr>
<td></td>
<td>........... for year ended --/--/----</td>
</tr>
<tr>
<td></td>
<td>........... for year ended --/--/----</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>Yes / No</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>Yes / No</td>
</tr>
</tbody>
</table>
|     | If yes, please give details:
2.4 What is the name and branch of your bankers (who could provide a reference)?

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch:</td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Postal Address:</td>
</tr>
<tr>
<td>Contact Person Name:</td>
</tr>
<tr>
<td>Contact Position</td>
</tr>
<tr>
<td>Contact E-mail:</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.

<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>
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<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td>4</td>
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<td>5</td>
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<td>6</td>
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<td>7</td>
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<tr>
<td>8</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 organization 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></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>---</td>
<td>-------------------------------------------------------------------------------------------------</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 contributions including income tax as required under Kenyan law or the laws of the country in which it is established?</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>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>
</tbody>
</table>
9.3 Professional Indemnity (if applicable)

9.4 Other (specify)

10.0 EVALUATION

(a) Requirements For Evaluation

The following documents should be attached.

i. Certificate of Incorporation/Business Name Certificate
ii. Trading Certificate/Business Permits
iii. Certificate from relevant regulatory authority (where applicable)
iv. Manufacturers Authorization /or equivalent (where applicable).
v. TAX PIN Certificate or equivalent
vi. Tax Compliance certificate or equivalent
vii. Current dealership letter/certification of equipment preferably issued in 2012
viii. List of Directors, telephone and their postal address
ix. Form CR 12 as issued by the Registrar of Companies (original) or certified as true copy
x. Audited Accounts (Two years)
xi. Bank Account Information
xii. CVs of Senior/technical Staff being deployed to undertake the services
xiii. Organogram/Organization Chart
ANNEX 3 - 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 4 – 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.