

KENYA POST OFFICE SAVINGS BANK



My Bank, My Choice, My Future

SUPPLY OF POINT OF SALE (POS) TERMINALS

TENDER NO: KPOSB/011/2019

Release Date

28TH MAY 2019

Closing Date

13TH JUNE 2019 at 10.00 a.m.

REGISTRATION FORM FOR ONLINE BIDDERS

Tender No. KPOSB/011/2019

NOTE: Please provide your details below for purposes of communication in case you download this tender document from IFMIS or Postbank website.

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

procurement@postbank.co.ke

N/B: Your bid will be considered nonresponsive if you download the tender and fail to submit this form as directed.

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1 INTRODUCTION AND INSTRUCTIONS

The Kenya Post Office Savings Bank (hereinafter referred to as “Postbank” or “the Bank”) wants to procure and maintain EMV compliant Point of Sale (POS) terminals through certified companies.

The purpose of this document is to provide information that will enable the bidders to submit proposals for the Supply of EMV compliant POS terminals. The document provides a standard format for vendor/bidder responses, which must be returned to the Bank, one in soft copy and two signed hard copies.

The document is divided into three sections:

Section-A

- i. It provides all details and guidelines to assist the vendor in responding to the tender
- ii. It consists of Chapters **2** to **8**.

Section-B

- i. The Vendors will use this section for entering the responses to the Technical and Financial Proposals.
- ii. It consists of Chapters **9** and **10**.

Section-C

- i. It consists of the Appendices.

Where applicable, please explain with additional information since Yes/No type answers could be considered as inadequate for the purposes of evaluating this solution. Responses must address all aspects of the tender and should follow the chronology of the tender.

SECTION A:

**REQUEST FOR PROPOSAL
INFORMATION & COMPLETION
GUIDELINES**

2 TENDER OVERVIEW

2.1 Response Administration:

2.1.2 Technical and Financial Proposal Responses:

Vendor responses are to be entered in or attached to the accompanying document entitled “**Supply of Point of Sale Terminals**”

The proposals should be, **IN A PLAIN SEALED ENVELOPE**, will consist of two single sided hard copies (**Marked “Original” and “Copy”**) and one soft copy on CD/DVD (in PDF and Microsoft Word & Excel for Windows format). **Please also refer to clause 7.4.16 on the sealing and marking of bids.**

The response should be clearly marked **ON THE TOP OF THE ENVELOPE** with the tender number and name, with no any other writings. Pagination/Serialization of the tender document is **a Must**.

The bids should be deposited in the Tender Box located at ground Floor Postbank House, Banda Street, Nairobi.

Addressed to:

**THE MANAGING DIRECTOR
KENYA POST OFFICE SAVINGS BANK
POSTBANK HOUSE NAIROBI
P.O. BOX 30311-00100
NAIROBI, KENYA
Tel. +254-020-2229551/2803000**

Any additional information (e.g. brochures, client testimonials etc.) should be referenced in the Tender Document such that they can be easily identified.

2.1.3 Queries:

Any questions, issues and clarifications regarding this document or the process should be addressed to **The Managing Director, Kenya Post Office Savings Bank, P. O. Box 30311 code 00100 Nairobi or telephone (020) 2229551/2803000** for voice or by e-mail to md@postbank.co.ke

2.2 Costs:

It should be understood that the Bank is not liable for any costs incurred by vendors in the preparation of their response to this tender or negotiations during the selection process.

The preparation of your response will be made without obligation by the Bank to acquire any of the items in your tender response, or to select any

Vendor's tender response. Please note that all documentation and other supporting materials provided, as part of a submission becomes the property of the Bank and is not returnable.

2.3 Timetable:

Vendors must respond by **13TH JUNE 2018 at 10.00 a.m.** as indicated in clause 2.1.1 above.

Following the submission of responses, the remainder will consist of:

- i. **Phase 1** - Evaluation of responses and selection of the winning tender.
- ii. **Phase 2** - Contractual negotiations and agreement.

2.4 Tender Response Content and Format:

The Tender Response should have the following summarised structure for Section-B:

This is contained in Chapter **9** of this document.

- i. **Executive Overview** - should contain a Company overview and the perceived strengths of the bidder Tender response proposal.
- ii. **Vendor Details Matrix** – bidders should complete the matrix on their own and on any other Vendors included in their Tender response proposal.
- iii. **Technical Requirements Checklists** - should be completed giving clear and unambiguous responses in the style described in *Response Guidelines (Chapter 3)*.
- iv. **Implementation Plan** - should present the implementation methodology and project details together with estimated timing and resources split per activity and phase.
- v. **Appendices** - should provide contents as typed, attached documents, printed material or CDs (financial reports, brochures, software demos, etc.)
- vi. **Financial Proposal:**
Should be broken down as per the Request for Proposal document (Chapter **10**)

2.5 Confidentiality:

This document is issued in confidence for the purpose only for which it is supplied. No information as to the contents or subject matter of this document or any part thereof arising directly or indirectly there from shall be given orally or in writing or communicated in any manner whatsoever to any third party, being an individual firm or company or any employee thereof, without the prior consent in writing of Postbank. Likewise, all information returned by Vendors, will be treated in confidence.

3 RESPONSE GUIDELINES

It should be noted that responses to this document would form the basis of any contractual agreement concluded with the selected vendor. The vendors should be able to demonstrate their compliance to any requirement if requested when they present their proposals more so as it relates to the Bank's requirements in chapter 9.

Furthermore, attaching a rating, which the vendor deems to be negative, may not in fact, be viewed by Postbank in a negative light

3.1 Coding the Responses:

Where a response can have various levels of compliance, these points must be responded to using the following **Compliance Response Codes**:

3.1.2 Full Compliance:

Code and Meaning	
FC	This requirement shall be supported at no extra cost.
F3	This requirement shall be supported on a time and material basis.

3.1.3 Partial Compliance but can be enhanced:

Code and Meaning	
PS	This requirement can be achieved through further development (by the Vendor) for full compliance at no extra cost.
P3	This requirement can be achieved through development / collaboration with a 3rd party system through licensing.

3.1.4 No Compliance but can be enhanced:

Code and Meaning	
XS	This requirement is not included but can be achieved through development (by the Vendor) on a time and material basis.
X3	This requirement is not included but can be achieved through collaboration / development / interfacing with a 3rd party system through licensing.

3.1.5 No compliance and cannot be achieved:

Code and Meaning	
NA	This requirement is not available and cannot be incorporated.


Unless obvious, bidders are strongly advised to provide detailed remarks to accompany the selected response of how a requirement will be met (or why it will not be met).

For example the following requirement is fully met (Compliance Response Code = “FC”) and evidence of such compliance is referenced in the remarks area.

Requirement	Response Code	Remarks
Are you willing to sign a Service Level Agreement (SLA)? Please provide a draft.	FC	<i>Please refer to attached draft SLA under section XX of the bid document.</i>

3.2 Text and Attachments:

Where a response is not Coded (as per previous section), various levels of details are required.

 *It is left to the Vendor to decide which method is relevant.*

However, each response point will have a proposed response type, that being Textual (within the document) or Attached (to the document).

3.2.6 Text:

If the response is able to be included in the document, a prompted or free text area is provided. For example:

Company Name	
Address	
Phone Number	
FAX Number	

The package is...

3.2.7 Attachment:

If the response is NOT able to be included in the document (e.g. a brochure or large attached document), a Reference Description and Attachment Reminder is provided. For example:

Project Organisation Chart	Attached? (Y/N)	
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3.3 Quoted Currency:

All monetary values should be in Kenya Shillings and inclusive of VAT and any other taxes as applicable.

4 ABOUT THE BANK AND THE PROJECT OVERVIEW

4.1 About Kenya Post Office Savings Bank:

4.1.2 Ownership:

The Bank is wholly owned by the Government of Kenya.

4.1.3 Brief Historical Background:

Government savings services were initiated in 1910 and offered by the Postal Services provider on an agency basis. Subsequently, The Kenya Post Office Savings Bank [KPOSB] was incorporated in 1978 by an Act of Parliament, KPOSB Act (CAP 493 B of the Laws of Kenya) to offer the services.

In 1990, the Act was amended to allow the Bank to establish and operate a company or corporation for the purposes of undertaking banking business and other related financial services in Kenya. The mandate of the Bank is to:

- a. Encourage thrift and inculcate savings habits among Kenyans.
- b. Provide affordable savings facilities and instruments.
- c. Pool personal savings for national development.

4.1.4 Vision:

“To be the Premier Bank”

4.1.5 Mission:

“To provide accessible quality banking and other financial services, through innovations that build sustainable customer relationships and stakeholder value”

4.1.6 Values of the Bank:

- Integrity
- Customer focus
- Innovativeness
- Professionalism
- Team work
- Corporate social investment
- Diligence.

4.2 Project Overview:

The Bank intends to procure POS terminals as teller delivery channels. The Bank also requires that the vendor supplier provides on-call maintenance services for the POS terminals supplied for a five year period.

4.3 Project Objectives and Expected Deliverables:

- i. **Supply of POS terminals** according to the specifications.
- ii. **Certification:** The POS terminal MUST meet the current EMV certifications.
- iii. **Manufacture and Supply:** The POS terminals to be supplied are VeriFone models certified to run efttellerPOS application. These POS terminals must be certified by the POS application software vendor.

5 SOLUTION COMPONENTS

5.1 Proposed solution components:

This Tender consists of the supply of POS terminals.

5.2 Services

The supplier is required to provide the following services:

5.2.1 Supply of the POS terminals and related accessories

Supply of POS terminals according to specifications provided.

5.3 Tender Responses and Selection:

The Bank, AT ITS OWN DISCRETION, shall evaluate the responses and subject to the general conditions of tendering regarding acceptance, shall select and award the tender.

The response section of this document provides the specifications and details required for each of the options.

6 EVALUATION CRITERIA

The purchaser's evaluation of the bids will take into account the bid price, the technical specification and delivery period/implementation schedule offered in the bid. The Purchaser will evaluate bids and award points as per the Evaluation Criteria and Score Board derived from the Bank's requirements. The Bidder MUST Score a minimum of 80% on technical requirements before Financial Evaluation.

6.1 Technical and Financial Evaluation Criteria:

Each of the listed categories will be assigned a weight and a score according to its importance.

The Financial evaluation shall be determined by:

- i. Taking the bid prices as quoted in the proposal.
- ii. Taking into account any corrections made by the Bank relating to arithmetic errors in the tender
- iii. Taking into account any minor deviations that do not materially depart from the requirements set out in the tender proposal.
- iv. Applying any discounts offered in the tender.
- v. Converting all tenders to the same currency
- vi. Applying margins of preference as prescribed by the Laws of Kenya
- vii. Applying, uniformly across all the tenders, any other internal financial considerations and financial evaluation methods that the Bank will take into account in comparing and determining the option that most meets the Bank's requirements.

The Bank will evaluate bids and award points as indicated in the Evaluation Criteria set out above.

The successful bidder shall be the responsive proposal with the highest score determined by combining, for each proposal, in accordance with the evaluation procedures and criteria, the scores assigned to the technical and the financial proposals and the results of any other additional evaluation prescribed by the purchaser.

Where the successful bidder's quote is beyond the budget of the organization, the Bank may opt for other solutions that conform to the available resources.

7 INSTRUCTIONS TO BIDDER (ITB)

7.1 Introduction:

7.1.2 Background:

Kenya Post Office Savings Bank is seeking for the **Supply of Point of Sale (POS) Terminals**. The Technical Specifications of the required items and associated services are given in Chapter 9 of this Request for Proposal document.

7.1.3 Eligible bidders:

This bid is open to companies in Kenya who have been Authorised by VeriFone to sell the Products.

7.1.4 Cost of Biding:

The bidder shall bear all costs associated with the preparation and submission of its bid, and Kenya Post Office Savings Bank, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

7.2 The Bidding Documents:

7.2.5 Invitation to tender Documents:

The goods or services required, bidding procedures and contract terms are detailed in the bidding documents. The documents are:

- i. Instructions to bidders (ITB)
- ii. General Conditions of Contract (GCC)
- iii. Technical Specifications/Proposal
- iv. Service specifications/Requirements
- v. Financial Proposal
- vi. Tender Form

The bidder is expected to examine, carefully, all instructions, terms and conditions, bid forms, technical and service requirement specifications in the bidding documents. Failure to furnish the information required, or submission of a bid not substantially responsive to the requirements of the bidding documents, will be at the bidders' risk and shall result in the rejection of its bid. For the purposes of these clauses, a substantially responsive bid is one that conforms to all terms and conditions set in all of the bidding Documents without material deviations.

7.2.6 Clarification of Bidding Documents:

A bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by cable, (hereinafter the term cable is deemed to include telex, e-mail and facsimile) at the purchaser's address indicated in the invitation for bids. The Purchaser will respond in writing or by cable to any request for clarification, which it receives no later than seven (7) days prior to the deadline for submission of bids prescribed by the purchaser. Copies of the Purchaser's response (including a description of the query but without identifying its source) will be sent to all the bidders.

7.2.7 Amendment of Bidding Documents:

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

The amendment will be sent in writing or by cable to all the bidders and will be binding on them. Bidders shall promptly acknowledge receipt of each amendment in writing or by cable.

In order to provide the bidders reasonable time in which to consider the amendment in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

7.3 Preparation of Tenders:

7.3.8 Tender Submission Documents:

The bid submitted by the bidders shall comprise the following: -

- i. Price schedules completed in accordance with clause 7.3.1, 7.3.2, 7.3.3 and 7.3.4
- ii. Documentary evidence established in accordance with clause 7.3.5 and 7.3.6 that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- iii. An Implementation Schedule detailing the activities associated with dispensing of the proposed solution, identifying the beginning and end of each activity to be undertaken, resources needed for each activity.
- iv. A detailed and well-documented proposal for the provision of support services.

7.3.9 Price List:

The bidder shall complete the Financial Proposal provided in the bidding documents or furnish an equivalent schedule, indicating the goods and services to be supplied, a brief description of the goods and services and their country of origin. For the purposes of this clause, “origin” of goods means the place where the goods are manufactured or produced or from which the ancillary services are supplied.

7.3.10 Tender Prices:

The bidder shall indicate on the appropriate Price Schedule (Financial Proposal) all quantities, unit prices and total bid prices of the goods and services it proposes to supply under the contract.

Unit Prices indicated on the schedule shall include all customs duties and sales and other taxes already paid or payable.

Prices quoted by the bidder and agreed at the time of signing the contract shall be fixed and shall not be subjected to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Purchaser may reasonably request for the bid validity extension when necessary and the price shall be fixed for the time extended.

7.3.11 Tender Currency:

Tender shall be priced in Kenya shillings.

7.3.12 Documents Establishing Bidders Qualifications:

For establishment of the bidder’s qualification to perform the following shall be required:-

- i. Presentation of a written authority/agreement of the Manufacturer(s) to supply the required key services/items.
- ii. Statements outlining the reasons that they feel they have the technical, financial and production capability to carry out the contract and the necessary details including name(s) of subcontractors and valid contract agreements that they will use if they are awarded the contract.
- iii. Copies of valid agency authority/agreements from the Manufacturers or ancillary product suppliers of the goods that will be used to provide the contracted goods or services.

7.3.13 Documents Establishing Good's Conformity to the Bidding Documents:

Pursuant to clause 7.3.5, the bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract.

The documentary evidence of the conformity of goods shall establish to the purchaser's satisfaction that they will have their origin as defined under clause 7.3.5.

The documentary evidence of the goods conformity to the bidding documents may be in the form of literature, drawings and data, which shall consist of a detailed description of the good's essential and performance characteristics.

7.3.14 Period of Validity of tenders:

Tenders shall remain valid for a period of **ninety (90)** days after the bid opening date prescribed by the purchaser. A bid, which is valid for a shorter period, shall be rejected by the purchaser as non-responsive.

7.3.15 Format and Signing of Tenders:

The bidder shall prepare one original and one copy of the documents, and they shall be clearly marked "**ORIGINAL**" and "**COPY**". In the event of any discrepancy, between them the original shall govern.

The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder. The bidder shall initial all pages of the bid including any amended printed literature. Failure to fulfil these requirements will result in the rejection of the bid as non-responsive.

7.4 Submission of Tenders:

7.4.16 Sealing and Marking of Tenders:

The bidders shall seal the original and copy of the bid in separate envelopes duly marking the envelopes as "**Original**" and "**Copy**". Please also refer to clause 2.1.1.

The envelopes shall be addressed to the purchaser at the following address:-

**THE MANAGING DIRECTOR
KENYA POST OFFICE SAVINGS BANK
P.O. BOX 30311-00100
NAIROBI
KENYA
Tel. +254-020-2229551**

The sealed envelopes clearly marked as indicated under clause 2.1.2 of this document shall be placed in the Tender Box situated on the 3rd Floor of Postbank House.

7.4.17 Deadline for Submission of Tenders:

Tenders must be received by the purchaser at the address specified above not later ***than the date and time stated in this tender document.***

The purchaser may, at his discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with clause 7.2.3, in which case all rights and obligations of the purchaser and bidders previously subject to the original deadline will thereafter be subject to the deadline as extended, and the period of validity of bid date shall be adjusted accordingly.

7.4.18 Late Tenders:

Any bid received by the purchaser after the deadline for submission of bid prescribed by the purchaser, pursuant to clause 7.4.2 above, shall be disregarded and/or returned unopened to the bidder.

7.4.19 Modification and Withdrawal of bids:

The bidder may modify or withdraw its bid after the bid's submission, provided that the purchaser receives written notice of the modification or withdrawal prior to the deadline for submission of bids.

The bidder's modification notice shall be prepared, sealed, marked and dispatched in accordance with provisions of clause 7.4.1. A withdrawal notice may also be sent in writing or by cable but must be followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

No bid shall be modified after the deadline for submission of bids.

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the tender Form.

7.5 Opening and Evaluation of Tenders:

7.5.20 Opening of tenders by Purchaser:

The purchaser will open the bids in the presence of the bidders **on the date specified by POSTBANK in the Tender bids invitation**. The bidders present shall sign a register evidencing their attendance and the opening of the bids.

The bidder's names, modifications, discounts, if any, bid withdrawals and presence or absence of such other details as the Purchaser at its discretion, may consider appropriate will be announced at the opening.

7.5.21 Clarification of bids:

During evaluation of the bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered, or permitted. Any bidder who is not willing to respond to clarification requested within the stated time will be rejected from further evaluation and be disqualified depending on the significance of the information required.

7.5.22 Evaluations and Comparison of Tenders:

The Purchaser will evaluate bids and award points as indicated in the Evaluation Criteria in clause 6.1.

The successful proposal shall be the responsive proposal with the highest score determined by the purchaser by combining, for each proposal, in accordance with the evaluation procedures and criteria, the scores assigned to the technical and the financial proposals and the results of any other additional evaluation prescribed by the purchaser.

7.5.23 Contacting the Purchaser:

After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

Any attempt by a bidder to influence the purchaser's bid evaluation, bid comparison or contract award shall result in the rejection of the bidder's submission.

7.5.24 Post Qualification:

The purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the best-evaluated, responsive bid is qualified to perform the contract satisfactory, and shall verify the expected winner's:

- i. Professional and technical capability and experience required;
- ii. Managerial ability (competence);
- iii. Financial strength;
- iv. Track record of bidder;
- v. Continuity of the bidder in that line of business

7.5.25 Award Criteria:

Subject to clause **6.1** above, the purchaser shall award the contract to the successful bidder whose bid has been determined to be substantially responsive, has met all the essential specifications and has been determined as the highest marked bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

7.5.26 Purchaser's Right to accept any Tender, Reject any or all tenders:

The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the purchaser's action.

7.6 Award of Contract:

Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by a registered letter or by cable to be confirmed in writing by a registered letter, that its bid has been accepted.

7.7 Language:

All bid submissions shall be written in the English language, as shall all correspondence and other documents pertaining to this tender.

7.8 Further contracts Related to this Tender:

A bidder who enters into a contract resulting from procurement by a Tender shall not enter into any other contract for the procurement of goods or works that follows from or is related to that original contract.

8 GENERAL CONDITIONS OF CONTRACT (GCC)

8.1 Contract and Interpretation:

8.1.2 Definitions:

In this contract, the following terms shall be interpreted as indicated:-

“THE CONTRACT” refers to the contract signed by the parties to which these General Conditions of Contract (GCC) form an integral part, together with all annexes, schedules or appendices as the case may be;

“THE CONTRACT PRICE” refers to the price payable to supplier under the Contract for the full and proper performance of its contractual obligations;

“THE PURCHASER” refers to Kenya Post Office Savings Bank purchasing the goods/services;

“THE SUPPLIER” refers to _____;

“THE SERVICES” refers to those services associated with the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered in the contract;

“THE GOODS” refers to all of the equipment, machinery, and/ or other materials, which the supplier is required to supply to the purchaser under the contract.

8.1.3 Application:

These General Conditions are provisional. A detailed contract incorporating, all these conditions and any other will be signed upon successful bidding and award of the tender.

8.1.4 Standards:

The goods and services supplied under this contract shall conform to the standards mentioned in the Technical specifications and, where no applicable standard is mentioned, the authoritative standard appropriate to the goods' country of origin and such standards being the latest to be issued by the manufacturer will apply.

8.1.5 Amendments:

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

8.1.6 Assignment/Sub-Contracting:

The supplier shall not assign, in whole or in part, its obligation to perform under this contract, except with the purchaser's prior written consent.

8.1.7 Applicable Law:

The laws of Kenya shall govern the bid and this contract.

8.1.8 Governing Language:

This contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

8.1.9 Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by cable, telex, e-Mail or facsimile and confirmed in writing to the other party's address:

[a] The Client's Address:
The Managing Director
Kenya Post Office Savings Bank
P. O. Box 30311-00100
Nairobi
Kenya
Fax: +254-(0)20-2229186
E-Mail: md@postbank.co.ke

[b] Supplier's Address:
Contact Person
Designation
Organization's Name
P. O. Box
City
Country
Fax No:
E-Mail:

Any notice shall be effective as evidenced by either Registered Post or by Fax report.

8.1.10 Supplier's Tender:

The following shall form part of this contract:

- i. Supplier's Bidding Document
- ii. Letter of award
- iii. Local Purchase Order

8.1.11 Secondary Contractual Agreements:

This agreement constitutes our entire agreement and supersedes any other prior and contemporaneous communications. It prevails over general terms and conditions maintained by either party. In the event that there is inconsistency between these general conditions and any other prior contemporaneous or subsequent communications, these terms shall prevail. However these conditions may be changed with prior mutual written consent of both parties.

8.1.12 Service Level Agreement:

The supplier and the purchaser shall enter into an Agreement for the supply of the aforementioned goods and services.

8.1.13 Resolution of Disputes:

The purchaser and the supplier shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the contract.

If, after **thirty (30) days** from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably a dispute the same shall be referred to Laws of Kenya Arbitration in accordance with the Arbitration Act.

An arbitrator who will be appointed by the Chairman of the Chartered Institute of Arbitrators will arbitrate the matter/dispute. The decision of the arbitrator will be final and binding.

8.2 Confidentiality and Property Rights:

8.2.14 Use of Contract Documents and Information:

The supplier shall not without the purchaser's written consent disclose the content of the contract, or any provision thereof, and specification of information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract.

Any document, other than the contract itself shall remain the property of the purchaser and shall be returned to the purchaser on completion of the supplier's performance under the contract.

8.2.15 Indemnification:

- i. The supplier represents and warrants that it has the rights and authority to enter into this agreement and to grant the rights described in this agreement. The supplier shall defend and indemnify the purchaser against any claims by any third party for infringement of intellectual property rights, trademark, patent, copyright, trade secrets or industrial design rights arising from the use of the products by the purchaser. The supplier shall be responsible for all claims, including but not limited to the amount of any resulting adverse final judgment or negotiation, court and legal fees **PROVIDED** that the supplier is notified promptly in writing of the claim and is given the sole control over the defence or negotiation;

The purchaser will give notice to the supplier of any such claim without delay, shall provide reasonable assistance to the supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. Indemnities shall not apply if any claim of infringement or misappropriation:

- a) Is asserted by a parent company, subsidiary or an affiliate of the purchaser;
 - b) Is a direct result of a design mandated by the purchaser's Technical Specifications and the possibility of such infringement was duly noted in the supplier's bid; or
 - c) Results from the alteration of the products by the purchaser
- ii. The supplier shall indemnify the purchaser for all losses arising out of the negligence on the part of the supplier and/or their agents while providing or supplying the said goods or services.
 - iii. The purchaser shall indemnify and defend the supplier against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information or software provided to the supplier by the purchaser under the contract, and used for the purposes set out in this agreement.

8.3 Payments, Guarantees and Liabilities:

8.3.16 Payment:

The supplier's requests for payment shall be made to the purchaser in writing, accompanied by an invoice describing as appropriate, the

goods delivered and services performed and upon fulfilment of other obligations stipulated in the contract, payment shall be made in Kenya Shillings as indicated in clause 7.3.4 of Instructions to suppliers.

8.3.17 Prices:

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustments authorized at the purchaser's request for bid validity extension, as the case may be.

8.3.18 Taxes and Duties:

Suppliers shall be entirely responsible for all taxes, duties, and license fees, ***capacity building levy at the applicable rate*** payable to the Public Procurement Oversight Authority and any other levies payable to the Government of Kenya under this contract.

Prices quoted should be inclusive of all taxes.

8.3.19 Delays in the Supplier's Performance:

The performance of services shall be made by the supplier in accordance with the time schedule agreed between the purchaser and the supplier.

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

Except as provided for in the contract, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

8.3.20 Liquidated Damages:

Subject to the Force Majeure clause below, if the supplier fails to deliver or install any or all of the systems and services or if any item of the system fail to gain acceptance within the timescale(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the Performance Security, as liquidated damages **1%** of the contract price for each week or part

thereof of delay to deliver the services, until successful acceptance, up to a maximum deduction of **10%** of the contract price being.

Once the value of performance security is exhausted, the purchaser may consider termination of the contract pursuant to the Termination for Default clause below and the supplier shall remain liable for breach of contract.

8.3.21 Termination for Default:

The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:-

- i. If the supplier fails to deliver any or all of the goods within the agreed period
- ii. If the supplier fails to perform any other obligations stipulated in this contract

In the event the purchaser terminates the contract in whole or in part, the purchaser may procure upon such terms and in such manner, as it deems appropriate, products similar to those uninstalled or services similar to those undelivered, and the supplier shall be liable to the purchaser for procurement of such extra goods and/or services. However, the supplier shall continue performance of the contract to the extent not terminated.

8.3.22 Termination Due To Insolvency:

The purchaser may terminate this contract immediately if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy; this has accrued or will accrue thereafter to the purchaser.

8.3.23 Termination without Default:

The purchaser may, by a **sixty (60) day** advance written notice sent to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination for the purchaser's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

The purchaser shall accept at the contract terms and prices the products that are complete and ready for shipment within **thirty (30) days** after the supplier's receipt of notice of termination. For the remaining terminated products and services, the purchaser may elect:

- i. To have any portion completed and delivered under mutually agreed terms and prices; and/or
- ii. To cancel the remainder and pay the supplier an agreed amount for products and services partially completed or already procured.

8.3.24 Force Majeure:

- i. For purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
- ii. The failure of a party to fulfil any of its obligations under the contract shall not be considered to be a breach of or default under this contract in so far as such inability arises from an event of force majeure, provided that the party affected by such an event;
 - a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract
 - b) has informed the other party as soon as possible about the occurrence of such an event
- iii. Extension of time: Any period within which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

8.3.25 Limitation of Liability:

Except in cases of criminal negligence or wilful misconduct:

- i. The supplier shall not be liable to the purchaser, whether in the contract or otherwise for any indirect or consequential loss or damage, provided this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser as envisaged in clause 3.3.6.
- ii. The aggregate liability of the supplier to the purchaser under the contract shall not exceed the total contract price, provided that this limitation shall not apply to any obligation of the supplier to indemnify the purchaser with respect to intellectual property rights.

8.4 Contract Execution:

8.4.26 Delivery:

The supplier shall make delivery of the required goods and services from the date as indicated in the contract.

8.5 Services:

8.5.27 Services to be provided:

The supplier is required to supply the required POS terminals.

8.5.28 Incidental Services:

The supplier is required to provide all of the following services including services, if any, of performance or supervision of on-site assembly and/or start-up of the supplied hardware, software, communication infrastructure and other peripherals as indicated or required.

- i. Furnishing of tools required for assembly and/or maintenance of the supplied hardware and related equipment;
- ii. Furnishing of detailed administrative, operational, technical and maintenance manual for the all the supplied hardware and associated component software and related equipment supplied;
- iii. Performance, supervision, maintenance and repair of the supplied hardware and software items and communication infrastructure related equipment, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

Prices charged by the supplier for incidental services, if not included in the contract price shall be agreed upon in advance by the parties and shall not in any event exceed the prevailing market rates.

8.5.29 Provision of Manuals:

The supplier shall provide the purchaser with manuals where applicable as listed:

- i. Servicing, Technical and Operational manuals;
- ii. Users', Administration and Diagnostic manuals;
- iii. Any other manuals that may have been provided by the product manufacturer;
- iv. The manuals shall be in electronic format where feasible.

8.5.30 Goods and Services Support:

For goods and services still to be delivered, the supplier will offer to the purchaser latest versions based on the latest appropriate

technology and having equal or better performance or functionality at the same or lesser unit prices.

8.5.31 Change orders:

The purchaser may at any time, by a written order given to the supplier pursuant to **Clause 8.1.4** make changes within the general scope of the contract in any one or more of the following:

- i. Designs or specifications for services or for systems that are to be integrated, or customized specifically for the purchaser;
- ii. The method of shipment and/or schedule for and/or place of delivery;
- iii. The schedule for Installation or Acceptance;
- iv. The services to be provided by the supplier; and/or
- v. The substitution of new products and services from the supplier

If the supplier requests such substitution, the purchaser shall notify the supplier in writing within thirty (30) days of its decision to accept or reject the proposed Change Order.

If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended.

Any claims by the supplier for adjustment under this clause (and for the delay) must be asserted within **thirty (30) days** from the date of the supplier's receipt of the purchaser's Change Order failure to which the claim will automatically lapse.

If the parties cannot agree on an equitable adjustment, the Change Order will not be implemented. However, this provision does not limit the rights of either party under Clause 3.3.

8.5.32 Purchaser's Obligations:

The purchaser will appoint a Manager responsible for managing the delivery and installation schedule, with the authority to accept or reject all deliverables and to be the Primary contact for the supplier's representative. The Manager will officially record all delays and problems, and forward them to the supplier within **two (2) weeks** of discovery of such problems.

The purchaser shall be responsible for timely provision of all resources, facilities, equipment access and information necessary for the completion of the delivery and installation schedule, as identified in the agreed implementation plan. Except where provision thereof is expressly provided in the contract as being the responsibility of the supplier. Delay by the purchaser may result in an appropriate extension of the time for Installation and Acceptance schedules by the supplier.

The purchaser will designate appropriate staff for the training courses to be given by the supplier, and shall make all appropriate logistical arrangements therefore in accordance with the agreed training plan.

The purchaser is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the supplier elsewhere in the contract.

8.5.33 Supplier Obligations:

The supplier shall abide by the job safety, insurance, customs and immigration measures and laws in force in Kenya, and shall indemnify the purchaser from all demands or responsibilities or damage arising from accidents or loss of life or damage of any nature, the cause of which is the supplier's negligence.

The Supplier shall conduct all contracted activities with due care and diligence, in accordance with the contract and using industry practices and economic principles, and exercising all reasonable means to achieve the performance specified in the contract.

The supplier shall work closely with the purchaser's appointed manager and staff, and abide by the directives issued by the purchaser that are consistent with the terms of the contract. The supplier is responsible for managing the activities of its personnel and shall be responsible for any wilful or negligent conduct of its personnel.

The supplier shall appoint subject to the purchaser's written consent, a qualified representative to manage its performance of the contract within **thirty (30) days** from the contract signature. The supplier shall

furnish the purchaser with the Curriculum Vitae of the representative prior to the appointment. The representative shall be authorized to accept orders and notices on behalf of the supplier, and to generate notices and commit the supplier to specific courses of action within the scope of the contract. The representative may be replaced only with the prior written consent of the purchaser.

The supplier shall produce and submit an implementation plan to the purchaser for approval.

The supplier shall make available to the purchaser with relevant information but limited to information security and associated risks.

The supplier shall complete delivery and acceptance of the services in accordance with schedule and specification changes as the supplier may be entitled to, pursuant to Clause 3.35.

8.5.34 Warranty

The supplier warrants that all goods and services supplied under the contract are new, are latest or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplied goods.

The warranty shall remain valid for at least **twelve (12) months** after the acceptance of the goods and services.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice of defect, the supplier shall with all reasonable speed, repair or replace the defective goods thereof, without any additional cost to the purchaser.

This is the end of Section A – Tender Completion Guidelines

SECTION B:
BIDDERS / VENDOR RESPONSE
DOCUMENT

9 THE BANK'S REQUIREMENTS

9.1 Mandatory Requirements

This section relates to information to be provided by the bidder for evaluation of their suitability to supply the goods and services required by the Bank. The requirements in this section may also have been implied in other sections of the tender document as well as by the Bank's general supplier Tender requirements-:

ITEM	SUPPLIER'S RESPONSE	
Contact	Name of Business	
	Business Address	
	Business Phone Number	
Names of Directors/Partners of Firm		
Indicate maximum value of business your firm has ever handled (Ksh.)		
Indicate Head Office Location		
Will you source for the total solution or you will partner with a third party? If yes, please provide details of the third party.		
Indicate number of employees		
A letter of introduction	A one-page cover letter introducing the company and signed by the person(s) authorized to sign on behalf of, and bind the company to the statements made in the submission	
A Qualification Statement	At least one page stating why your company qualifies for consideration taking into account the technical, financial and production capability to carry out the contract.	
Certificate of Registration	Certified copy required	
Trade License	Certified copy of your Trade License	
PIN Number	Certified copy of your PIN Document	
VAT Registration Number	Certified copy of your VAT Registration Document	
Submission Instructions	Section 2.1.2(mandatory)	

Pagination/Serialisation	The bid document must be paged(mandatory)
Registration Form for online Bidders.	Must be dully completed and sent via Email.(pg2)
Tax Compliance Certificate	Certified copy of your Tax Compliance Certificate
Audited Accounts Reports	The most recent audited Accounts for 3 years certified by a Certified Public Accountant.
Staff qualifications relevant to the project	Certified copies of certificates for at least 3 crucial certified technical support staff.
	CVs for the technical support staff should be provided by filling in the attached form (refer to chapter 11) and must be for Kenya based support staff only . This is to ensure the Bank does not incur unnecessary expenses related to travel by foreign consultants.
Working with the Government of Kenya	Has your firm ever been barred by the government?
Willingness to provide a performance bond	Are you willing to provide a performance bond of 10% of contract price?
Certificate from Manufacturer	Attached authorized certificate from manufacturer.
Reference Sites	At least 3 reference sites where similar work has been successfully undertaken.
Recommendation letter from VeriFone	Must Provide and attach proof of VeriFone LOA (Letter Of Approval) containing the expiry date of the product being bided for. The letter MUST come from the recommended manufacturers' office to supply VeriFone products on Kenya.
Approval by CAK	The bidder MUST provide necessary approvals from Communication Authority of Kenya.
Tender Security	Bidders will be required to submit a tender security equivalent to 2% of the bid price inform of bankers cheque or Bank Guarantee and valid for a period of 120 days after the closing period.

9.2 Technical and Business Requirements

The following specifications describe the Bank's requirements for items to be procured.

9.2.2 POS Terminals

These specifications describe the Bank's requirements for the POS terminals:

No	Attributes	Requirements	Bidders Compliance
1	Make	VeriFone	
2	Processors:	Minimum 400 MHz ARM11 32-bit RISC processor or higher.	
3	Operating System/ Firmware	Latest available firmware	
		Bidder to specify Expiry date of Public Key Infrastructure (PKI).	
		Operate in ISO 8583 standards	
4	Memory:	160 MB (128 MB of Flash, 32 MB of SDRAM) or standard if higher.	
		SRAM backup: 5-year battery	
5	Display	Minimum of 128x64 pixel graphical (white backlit) LCD with backlighting; supports up to 8 lines x 21 characters or standard if higher.	
6	Keyboard	Min 18 keys including 4 programmable function keys or Navigation keys and one ON key	
		Built-in keypad privacy shield	
		DES algorithm	
7	Card Reader	Mag Stripe Triple Tracks (Tracks 1,2 and 3) bi directional, high coercively	
		Should be EMV Compliant Primary Smart Card (ISO 7816, 1.8V, 3V, 5V synch and asynch cards, EMV L 1 and 2 types	
8	Printer	Fast thermal graphics printer,	
		speed Minimum 18 lines per second	
		24/32 columns, Standard roll paper 58mmx25M, Roll Size 49mm single ply. OR 24/32 columns, Standard roll paper 58mmx25M, Roll Size 40mm single ply	

No	Attributes	Requirements	Bidders Compliance
		Support Printer fonts size of 10 and above, and capability of bolding	
9	Communication	Supports 1. TCP/IP 2. 3G HSPA+ 850/900/1900/2100 MHz network	
		10/100 Base-T Ethernet port	
		1xUSB 2.0 Host Port	
		1xUSB Client Port	
		RS-232 Port	
10	Security	Should be compliant with SSL v3.0, 3DES encryption, Master/Session and DUKPT key management PCI PTS 3.X is standard VeriShield file authentication	
11	Real Time Clock	Battery Backed Real Time Clock	
12	Power Management.	AC INPUT : 100-240 V, 50/60 Hz	
		Backup battery to support the equipment for 10 hours.	
		The battery should have an option of being charged while supporting POS terminal	
13	Connections	Able to connect Pin Pad	
14	Machine dimensions	Supplier to provide	
15	PCI Certification	PCI PTS 3.0+	
16	Other Standard Features	Minimum 2 SAM slots	
17	Warranty	One year warranty or higher if standard. (Warranty to commence after POS has been accepted by the bank)	
<p>NOTE: The bidder MUST indicate in the “Bidder’s Compliance with Specifications” column that the item to be supplied meets each specification. Variance SHOULD BE SHOWN. The POS terminal MUST have been certified to use <i>eftcTellerPOS</i> application which is currently used in the bank. This is a Mandatory requirement.</p>			

10 FINANCIAL PROPOSAL

All bids should be inclusive of 16% VAT. All bidders will also present their financial proposal in a format close to the template below to facilitate ease of bids analysis.

10.1 One-time cost

No.	Particulars	Quantity	Unit cost Ksh.	Total cost Ksh.
1	Supply of POS terminals	200		
2	Spare batteries	20		
3	Spare power adaptors and cables	20		
4	Other costs (Specify if applicable)			
Grand Total (Ksh.)				

10.2 Quotation for Batteries and Adaptors for VeriFone VX520

No.	Particulars	Quantity	Unit cost Ksh.	Total cost Ksh.
1	Spare batteries	50		
2	Spare power adaptors and cables	50		
Grand Total (Ksh.)				

SECTION C:
APPENDICES

11 FORMS TO BE COMPLETED AND ATTACHED

11.1 Tender Form

TENDER FORM

Date.....

From:

Address:

Tel. No.....

Fax:

To:

RE: TENDER FOR

.....

.....

In accordance with Tender No..... Dated.....

I/We

Hereby tender to

In accordance with the attached Tender forms/conditions of Tender/schedule of requirements at the price/fees/charges shown against item and in Conformity with the scheduled delivery arrangements stated.

I/We understand that the Kenya Post office Savings Bank reserves the right to accept or reject this tender in part or in whole for any reason it considers justifiable.

I/We agree that terms of this Tender will remain valid for and will not be withdrawn for a period of 90 days from the final date for submission of Tender.

In the event of this Tender being accepted in part, or in full, I/We agree to provide performance guarantee against the contract issued by a reputable Bank (or other form acceptable to Postbank) and accepted in this Tender and that failure on my/our part to meet these requirements constitutes a breach of contract.

Tenderers Details:

Name.....

ID No.....

Address..... Occupation.....

Tel. No..... Fax No.....

Sign..... Date.....

Stamp.....

Witnessed By:-

Name.....

ID No.....

Address..... Occupation.....

Tel. No..... Fax No.....

Sign..... Date.....

11.2 Format of Curriculum Vitae for Technical Staff

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm:

Nationality:

Membership in Professional Societies:

.....

Detailed Tasks Assigned:

.....

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks of this assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).

.....

Education:

(Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

.....

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments).

.....

Certification:

I, the undersigned, certify that these data correctly describes me, my qualifications and my experience.

..... Date:
(Signature of staff member)

..... Date:
(Signature of authorized representative of the firm)

Full name of staff member:

Full name of authorized representative:

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[Name of procuring entity](hereinafter called “the Bank”) are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)