



**REQUEST FOR PROPOSAL
FOR
PROVISION OF CONSULTANCY SERVICES IN THE
DEVELOPMENT OF AN ENTERPRISE RISK MANAGEMENT
FRAMEWORK, AN EMERGENCY RESPONSE PLAN,
BUSINESS CONTINUITY PLAN AND DISASTER
RECOVERY PLAN.**

REF NO: CAK/TEND /006/2016-2017

April 2017

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INTRODUCTION

Background

The Competition Authority of Kenya (CAK) implemented its initial Enterprise Risk Management (ERM) framework in 2014. The framework comprises of the Authority's Risk Policy, Registers and Procedure. Together with this, the Authority also conducted sensitization for all staff and the Board. Further training was also done for the process/risk owners. The Authority's Risk Management framework requires continuous review in order to update on current trends, ensure continued applicability of identified risks and to improve on its capacity to identify and mitigate risks.

The bidder will develop, test of the BCP and an implementation plan, and also work closely with senior management and risk management team in the development of a BCP. The developed BCP must be designed to provide reasonable assurance of continuity in delivery of services as well as to ensure that there are alternative plans available when a disaster or disruptions occurs. The bidder will also be expected to provide training/skills transfer to the sections responsible for coordinating the development of a BCP.

The Authority is currently developing its second Strategic plan 2017/18 and 2020/21. In the plan, the Authority will pursue the following objectives in line with its stated themes

Theme1: Enforcement of Competition and Regulation of Mergers

- a) To increase deterrence on anti-competitive practices.
- b) To enhance market surveillance.
- c) To enhance transparency, accountability and predictability.

Theme 2: Consumer Protection

- a) To increase deterrence on unfair and misleading market practices.
- b) To empower consumers to exercise choice.
- c) To enhance transparency, accountability and predictability.
- d) To promote creation and strengthening of Consumer bodies.

Theme 3: Research and Advocacy

- a) To expand market frontiers.
- b) To deepen integration regionally and internationally.
- c) To deepen the Authority's understanding of sectoral markets.
- d) To advance the Authority's Knowledge Management.
- e) To enhance institutional risk management practices.

Theme 4: Visibility and Corporate Image

- a) To increase outreach and awareness.
- b) To enhance corporate visibility (Locally, Regionally, and internationally).
- c) To strengthen media relations.

Theme 5: Organizational Sustainability

- a) To broaden revenue streams.
- b) To optimize use of resources.
- c) To improve productivity and efficiency.
- d) To enhance institutional capacity.

SECTION I – INVITATION TO TENDER

Date: 04th April 2017

RFP REF No. CAK/TEND/006/2016-2017

NAME: PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF AN ENTERPRISE RISK MANAGEMENT FRAMEWORK AND AN EMERGENCY RESPONSE PLAN, BUSINESS CONTINUITY PLAN AND DISASTER RECOVERY PLAN.

1.1 The Competition Authority of Kenya (CAK) invites sealed tenders from eligible candidates to provide Consultancy services for the development of an Enterprise Risk Management framework, an Emergency Response Plan, Business Continuity Plan and Disaster Recovery Plan.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Competition Authority of Kenya, Kenya Railways Building, Block D, on the Ground floor, Procurement office, Workshop road off Haile Selassie Avenue, P.o Box 36265-00200 Nairobi** during normal office working hours.

1.3 Submission of Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”**. The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**. The original and copy of the Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and indicated: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope, sealed and marked **REQUEST FOR PROPOSAL (RFP): FOR CONSULTANCY SERVICES FOR THE DEVELOPMENT OF AN ENTERPRISE RISK MANAGEMENT FRAMEWORK AND AN EMERGENCY RESPONSE PLAN, BUSINESS CONTINUITY PLAN AND DISASTER RECOVERY PLAN.**

TENDER REF.NO.CAK/TEND/006/2016-2017 and deposited in the Tender Box situated at Kenya Railways Building Block **“D”** Ground Floor or sent by post to:

Director General
Competition Authority of Kenya
Kenya Railways Building, Block “D”
P. O. Box 36265 – 00200
Nairobi, Kenya

So as to reach not later than **Tuesday 18th April, 2017 at 12.00(Noon)** Proposals submitted later than the indicated closing date and time shall automatically be disqualified. Bidders and their representatives may attend and witness the opening of the RFP to be held at the CAK conference Room located on the Ground floor, Kenya Railways Building, Block D.

1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the RFP.

1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **CAK offices**.

Director-General
Competition Authority of Kenya

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall not exceed Kshs.1, 000/= if obtained from the Authority but free of charge when downloaded.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per Diem, housing), transportation (International and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated on the data sheet.

2.7.2 Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall

be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (*S_f*) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$S_f = 100 \times \frac{F_m}{F}$ where *S_f* is the financial score; *F_m* is the lowest priced financial proposal and *F* is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*S_t*) and financial (*S_f*) scores using the weights (*T*=the weight given to the Technical Proposal; *P*= the weight given to the Financial Proposal; *T* + *p* = 1) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and

to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Notes on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants. Wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **COMPETITION AUTHORITY OF KENYA**

2.1.2 Technical and Financial Proposals are requested: Yes No

2.1.3 The name, objectives, and description of the assignment are **Provision of Consultancy services for the Development of an Enterprise risk management framework and an Emergency response plan, Business continuity plan and Disaster recovery plan.**

Objective: The objectives of this consultancy are:

- (1) To Review and identify of any gaps in the current risk framework and matrices that define and manage the full spectra of risks across the Authority and provide guidance on their application.
- (2) Update the current Corporate Risk Management tools, techniques, practices and processes.
- (3) Develop a revised and up to date Enterprise Risk Management (ERM) & BCP policy.
- (4) Carry out sensitization for CAK staff on ERM & BCP as well as emerging trends through training and knowledge transfer.
- (5) Carry out a Board sensitization on the benefits of ERM & BCP.
- (6) Facilitate implementation of ERM & BCP in all departments of the Authority based on a risk management methodology consistent with ISO 9001:2015 International standard and ISO 31000 Risk Management Standard.
- (7) Advice and assist on possible automation options of risk management process & BCP based on the methodology adopted.
- (8) Create an understanding of relationship and roles between
 - ERM and the Strategic Planning Process.
 - ERM and Performance Contracting.
 - ERM and Business Continuity planning

(9)BCP-Current Situation Analysis Report.

(10) Signed off BCP that incorporates the DRP into ICT Service Continuity Plan.

(11) Signed off BCP implementation plan with guidelines.

(12) Report on functioning of the BCP to senior management and the Risk management team.

2.5.2 Consultants shall submit only **ONE** copy of the proposal. Technical and Financial proposals will need to be submitted as separate documents; financial proposals for non-qualifying technical proposals will not be opened.

2.5.4 The proposal submission address is: **Competition Authority of Kenya**. Information on the Outer envelope should also include the RFP Number.

2.5.4 Proposals must be submitted no later than the following date and time: **Tuesday, 18th April 2017 at 12.00Noon.**

2.5.4 The address to send information to the Client is:

Director General
Competition Authority of Kenya
Kenya Railways Building, Block "D"
P. O. Box 36265 – 00200
Nairobi, Kenya

2.5.5 Mandatory Requirements

The Request for proposal MUST be submitted with the following mandatory requirements: -

	Criteria	Yes/No
1	Has the firm's profile and physical address in Kenya been provided?	
2	Has the firm provided signed copies of audited financial statements (i.e. financial position, financial performance, cash flow statement, notes to the Accounts) comparable accounts for the last three (3) years (2013, 2014 and 2015)?	
3	Has the bidder provided Company Registration Certificate- attach copy	
4	Has the bidder provided a Tender security(Ksh 100,000) as prescribed by PPRA- attach	
5	Has the bidder provided Valid Tax Compliance Certificate or proof of exemption- attach copy	
6	Has the bidder completed the confidential business questionnaire?	
7	Has the bidder completed a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice?	

8	Has the bidder completed a self-declaration that the bidder/person is not debarred in the matter of public procurement?	
9	Bidder must submit one copy marked "Original" and one copy marked (Separated) "Copy" of each of the proposals (Technical & Financial)	
10	Has the bidder availed evidence of having undertaken a similar job in the last five (5) years? Attach at least four (4) reference letters and their contacts indicating contract amount.	
11	Are the bid documents bound and serialized (page numbered)?	
12	State the tender validity period. Should be 120 days from the date the tender is opened.	

Only bidders who comply with the mandatory requirements shall be subjected to technical evaluation. The evaluation of mandatory requirement shall be YES or NO. A bidder must score a YES in all items to qualify for technical evaluation.

Where the bidder is a joint venture (consortium), each member of the consortium shall be subjected to the mandatory requirements (1-7) independently. The Consortium must provide a contract agreement as proof of the joint venture.

2.5.2 Technical Evaluation Criteria

No.	Criteria	Score
2.7.2.0	Company Information/Details	5 Points
2.7.2.1	<p>(i)Company Profile: - Ownership (Directors)-Mission, Vision, Organization Structure, objectives, physical address,</p> <p>(ii)Financial Performance: - Demonstrate the financial capability based on the firm's audited financial statement for the years 2013, 2014 and 2015 (financial ratios – current ratio (2:1), operating cashflow ratio (1:1), quick ratio (1:1).</p>	
2.7.2.3	Experience of the Firm/Staff related to assignment (ERM & BCP)	35Points
2.7.2.1	<p>Capacity to provide the services</p> <p>(i)Specific experience in risk management and Business continuity services. For each similar assignment profile the proposed staff, duration of the assignment and contract amount. (20Points).</p> <p>Similar Assignments in last five (5) years:</p> <ul style="list-style-type: none"> • Nil Assignment – 0 (Points) • 1 Assignment – 5(Point) • 2 Assignments – 10 (Points) • 3 Assignments – 15(Points) • 4 Assignments – 20(Points) <p>(ii)Firms are expected to demonstrate adequate experience in providing similar</p>	

	<p>services to those described.</p> <p>By way of submitting Reference letters and contacts from four (4) reputable institutions/organization where similar assignments have been carried out and satisfactorily completed in the last five (5) years. (10Points)</p> <ul style="list-style-type: none"> • 1 reference letter – 2(Points) • 2 reference letters – 4 (Points) • 3reference letters – 6(Points) • 4reference letters – 10(Points) <p>Qualifications and experience of key staff. (5 Points)</p> <p>Firms should demonstrate capacity of staff to handle the project</p> <ul style="list-style-type: none"> -Team leader -Other three(3) team members <p>Firms are expected to have qualified and experienced team to undertake the project. Firms should provide CVs (in the format provided in the tender documents) for the project team. Also provide copies of certificates and testimonial for the project team.</p>	
2.7.2.2	<p>Understanding & Interpretation of TORs</p> <p>Firms are expected to demonstrate an understanding of the services</p>	15Points
2.7.2.3	<p>Methodology & Approach</p> <p>The bidder must demonstrate, in terms of the scope, how they will manage the project (ERM & BCP) to ensure all deliverables are met amongst:</p> <ul style="list-style-type: none"> ⦿ Identification & assessment ⦿ Engagement & workshops ⦿ Development of implementation plan with guidelines. ⦿ Review and enhancement ⦿ In respect of but not limited to operations functions, business continuity and critical business information, ICT service. ⦿ Demonstration to develop/address <ul style="list-style-type: none"> -Risk register/Risk matrix. -Business continuity planning. -ICT Service continuity planning -Implementation plan with guidelines. -Engagement plan & workshops 	15Point
2.7.2.4	<p>Work plan and work schedule</p> <p>Firms should provide detailed work plan outlining specific tasks, frequency of tasks, time required, and manpower and equipment requirements. The schedule so provided will indicate how the firm intends to deploy its staff and equipment throughout the contract period.</p>	10Points

Only bidders who will attain a threshold score of 80% (64/80 Points) and above in the technical evaluation will be considered technically responsive and subjected to financial evaluation.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [*Title of consulting services*] in accordance with your
Request for Proposal dated _____ [*Date*] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a
Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Two Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country	
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:	Client's contact person for the assignment.	
Address:	No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Completion Date	Approx. Value of Services (Kshs)
(Month/Year):		
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Name	Position	Task

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] 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 describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ Date;

[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 th	11 th	12 th
Activity (Work)												

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

Table of Contents

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

2. SUMMARY OF COSTS

--	--	--

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration Reimbursables Miscellaneous Expenses Subtotal	 _____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____

Names P	Position Input days as app	(Staff Remuner hours appropriate.) months, Rate	ation Amount	
Regular staff (i) (ii) Consultants Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Description	Unit	Quantity	Unit Price	Total Amount
Air travel	Trip			
Road travel	Kms			
Rail travel	Kms			
Subsistence Allowance	Day			_____
Grand Total				

Name: _____

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE

INTRODUCTION

Our Mandate

The Competition Authority of Kenya (CAK) is a statutory Agency established under the competition Act, No.12 of 2010. It is mandated to promote and safeguard competition and also protect consumers from unfair and misleading market conduct.

It needs to carry out Consultancy services for the development of an enterprise risk management framework and an emergency response plan, business continuity plan and disaster recovery plan.

The functions of the Authority include *inter alia*, education and awareness creation, advocacy initiatives, investigating and analyzing consumer complaints; carrying out market inquiries, studies and research into matters relating to competition and consumer protection.

Vision Statement

“A Kenyan economy with globally efficient markets and enhanced consumer welfare for shared prosperity”

Mission Statement

“To enhance competition and consumer welfare in the Kenyan economy by regulating market structure and conduct in order to ensure efficient markets “

Scope of the Consultancy

The consultant will be expected to:

(a) Enterprise Risk Management (ERM).

- a) To Review and identify of any gaps in the current risk framework and matrices that define and manage the full spectra of risks across the Authority and provide guidance on their application.
- b) Update the current Corporate Risk Management tools, techniques, practices and processes.
- c) Develop a revised and up to date Enterprise Risk Management (ERM) policy.

- d) Carry out sensitization for CAK staff on ERM as well as emerging trends through training and knowledge transfer.
- e) Carry out a Board sensitization on the benefits of ERM.
- f) Facilitate implementation of ERM in all departments of the Authority based on a risk management methodology consistent with ISO 9001:2015 International standard and ISO 31000 Risk Management Standard.
- g) Advise and assist on possible automation options of risk management process based on the methodology adopted.
- h) Create an understanding of relationship and roles between
 - ERM and the Strategic Planning Process.
 - ERM and Performance Contracting.
 - ERM and Business Continuity planning.

(b) Business Continuity Planning (BCP).

- a) Review and document the Authority's current situation clearly highlighted the existing gaps.
- b) Identify and profile the Authority's business processes, services/products and other assets based on their criticality.
- c) Identification and assessment of key operational functions that the Authority cannot operate without consultation with senior management.
- d) Identification of business continuity requirements of the identified functions and critical business information systems that need to be considered for disaster recovery.
- e) Engagement of senior management, risk management team, and other stakeholders in the discussions around the development of the BCP and performance of the business impact analysis processes.
- f) Facilitation of a senior management workshop to resolve issues emanating from the discussions held.
- g) Development of a BCP that will enable the Authority respond to an event in such manner that will enable the Authority critical business functions to continue operating within the business impact analysis processes.
- h) Develop a Disaster recovery plan(DRP) and modernize it into ICT service continuity plan and incorporate it into the developed BCP to enable recovery and protection of the Authority's IT infrastructure during ICT service disruptions and in the event of a disaster.
- i) Development of a comprehensive implementation plan with guidelines.
- j) Testing of the developed BCP (only on critical functions as may agreed with senior management in a minimalist approach).The report on functioning of the developed BCP will have to be tabled to senior management and the Risk management team of the Authority.
- k) Training and awareness created on implementation of the approved BCP developed.

KEY DELIVERABLES/EXEPECTED OUTPUTS

(a)Enterprise Risk Management (ERM)

A revised ERM framework will take into consideration the objectives listed above and expected outputs include:

- Revised ERM Policy.
- Revised ERM Procedure Manual.
- Revised functional risk registers, risk tolerance levels & risk heat maps;
- Revised Business Continuity Plans; and
- Revised Risk Management Charters (Board and Management).
- Training reports highlighting areas of future improvements on the ERM process and other relevant feedback.

(b)Business Continuity Planning (BCP)

- Inception report.
- BCP-Current situation Analysis Report.
- Signed off BCP that incorporates the DRP into ICT service continuity plan.
- Signed off BCP implementation plan with guidelines.
- Report on functioning of the BCP to senior Management and the Risk Management team.
- Awareness/Training to key stakeholders report.

DURATION OF THE CONSULTANCY

The Consultant shall commence work within 14 calendar days of the effective date of the contract. The effective date shall be the date on which the Consultancy agreement shall be signed by the Client.

The work will be carried out strictly within three **(3) months** from the effective date of the contract. The consultants should clearly express the willingness and ability to work within that period. The Consultant(s) will be required to prepare and submit a work plan, with cost estimates, indicating deliverables.

COMPETENCE AND EXPERTISE REQUIREMENTS

The consultant firm should have been in operation for the last five (5) years, proven experience in offering similar services is essential.

A detailed profile of the firm along with the curriculum vitae of the Lead Risk Management Consultant, the ICT expert and other technical staff to be involved in

the assignment should be provided. The firm will be required to provide details of at least **5 similar engagements it has undertaken in Kenya (Recommendation letters)**.

The Consultant(s) should provide adequate information indicating that he/she is/are qualified to undertake the assignment successfully by providing the following information:

- Description and experience in similar assignments; and
- Availability of appropriate skills, competencies and qualifications of professional staff among others.

Staff Requirements

The Consultant shall provide the following staff required for the performance of the duties described above:

The profiles of the key experts to be provided by the Consultant for this assignment are as follows:

Key Staff:

Lead Risk Management Consultant Qualifications

The following qualifications are essential for the Lead consultant;

- a) Bachelors or Master's degree in business or other related field from a recognized University.
- b) Relevant Professional qualifications such as; Certified Internal Auditor (CIA) or
- c) Certification in Control Self-Assessment (CCSA) or Certified Public Accountant (CPA (K)) or Certified Information Systems Auditor (CISA)
- d) Membership in a Professional organization such as ICPAK, ISACA and IIA.
- e) Diploma or certificate in Risk Management from a recognized institution will be an added advantage.
- f) At least five years of relevant professional experience in Risk Management practice and other related work.
- g) Strong knowledge and experience in designing internal controls.
- h) Practical experience in implementation of ERM frameworks and automated ERM systems (**state where implemented and scope of work done**).
- i) Strong experience in delivering consultancies and training for clients.

ICT Expert Qualifications

The following qualifications are essential for the Lead consultant;

- a) Bachelor's degree in Computer Science, or in a related field from a recognized University.

- b) Relevant ICT Certification from a recognized institution.
- c) At least five years of relevant professional experience working with ERM or Audit systems.
- d) Must have practical experience in implementation of automated ERM systems **(state where implemented and scope of work done)**.
- e) Strong knowledge and experience in designing internal controls.

Other Technical Staff Qualifications

- a) The consultant Firm is required to provide other Technical Officers following qualifications are essential for the Lead consultant;
- b) Bachelor's degree in business or other related field from a recognized University.
- c) Relevant Professional qualifications such as; Certified Internal Auditor (CIA) or Certification in Control Self-Assessment (CCSA) or Certified Public Accountant (CPA (K)) or Certified Information Systems Auditor (CISA)
- d) Diploma or certificate in Risk Management or ICT will be an added advantage.
- e) At least three years of relevant experience in Risk Management and other related work.
- f) Strong knowledge and experience in designing internal controls or system implementation.

OBLIGATION OF COMPETITION AUTHORITY OF KENYA Documents and Reports

The Authority shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract but such assistance shall not be extended to the provision of any supplies or services.

Contact Person

CAK shall provide a contact person.

Taxes and Duties

The Consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other taxable payable under the laws of Kenya. No tax or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

Clarifications

Questions for clarifications may be submitted to info@cak.go.ke.

STANDARD FORMS OF CONTRACT

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (lump-sum payments)

This Agreement, [hereinafter called "the Contract"]) is entered into this _____ [insert starting date of assignment], by and between.

_____ [insert Client's name] of [or whose registered office is situated at] _____ [insert Client's address] (hereinafter called "the Client") of the one part AND

~~_____ [insert Consultant's name] of [or whose registered office is situated at] [insert Consultants address] (hereinafter called "the Consultant") of the other part.~~

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

- 1. **Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
- (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Consultant shall perform the Services during the period commencing on _____[insert starting date] and through to _____[insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment** A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _ [insert amount]. This amount has been established based on the Understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output as described in Appendix C.)

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date thereof, simple interest shall be paid to the Consultant for each day of delay at a rate Three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project** A. Coordinator

Administration The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Consultant's Reporting

Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5 **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.

7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with be disqualified from providing goods, works or services (other than the Services and continuation thereof) for any project resulting from or closely related to the Services.

1. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.

10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the

parties. Failing agreement _____ to concur in the appointment of an
Arbitrator, the Arbitrator shall be appointed _____ by the chairman of the
Chartered Institute of Arbitrators, Kenya branch, On _____ the request of
the applying party.

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

2.

REQUEST FOR REVIEW FORM

FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

By this memorandum, the Applicant requests the Board for an order/orders that: -

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road</p> <p>Postal addressTel No.Fax Email</p> <p>.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>.....</p>
--

Branch

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date.....Signature of Candidate.....

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P.O. Box.....being a resident of.....in the republic of.....do hereby make a statement as follows:-

- 1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of Tender No. for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....
.....
(Title) (Signature)
(Date)
Bidder Official Stamp

**SELF DECLARATION FORMS
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE
IN ANY**

CORRUPT OR FRAUDULENT PRACTICE

I.....of P.O. Box.....being a resident
of.....in the Republic of.....do hereby make a statement
as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/
Principal Officer/ Director of.....
(insert name of the Company) who is a Bidder in respect of **Tender No.**
..... for.....(insert tender
title/description) for..... (insert name of Procuring entity)
and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not
engage in any corrupt or fraudulent practice and has not been requested to pay
any inducement to any member of the Board, Management, Staff and/or
employees and/or agents of..... (insert name of the
Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not
offered any inducement to any member of the Board, Management, Staff and/or
employees and/or agents of..... (insert name of the
Procuring entity).

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive
practice with other bidders participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge,
information and belief.

.....
.....
(Title) (Signature)
(Date)
Bidder Official Stamp