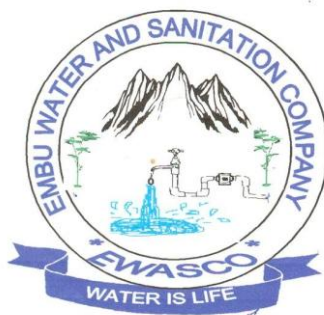


EMBU WATER AND SANITATION COMPANY LTD



TENDER DOCUMENT FOR

FOR

**CONSULTANCY SERVICES FOR
FORENSIC AND IT SYSTEMS AUDIT SERVICES**

EWASCO/2017-2018/079

MARCH 2018

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SECTION I. INVITATION TO TENDER

The Embu Water and Sanitation Company Ltd (EWASCO) invites interested bidders for the following:

| | TENDER NO | DESCRIPTION | ELIGIBLE BIDDERS | Tender Security |
|---|----------------------|---|-------------------------|--|
| 1 | EWASCO/2017-2018/079 | Forensic and I.T systems Audit Services | Open to all Bidders | Ksh 10,000.00 (Ten Thousand Shillings ONLY) |

Prospective bidders may download the tender documents FREE OF CHARGE from the Embu Water and Sanitation Company Ltd Website www.embuwater.co.ke or contact the address below.

Tenders in sealed envelopes bearing the correct tender number should be deposited in the Tender Box located in our head office, off Embu Meru road, Embu town next to the Kenya National Library or sent by post to

**Head of Procurement,
Embu Water and Sanitation Company Limited,
P.O Box 2142-60100, EMBU
Tel: 068-2231156**

To be received by 4th April 2018 at 12.00 noon. Tenders will be opened the same day and time in the Company's Boardroom in the presence of bidders or their representatives who choose to attend.

Prices quoted MUST be expressed in Kenya shillings, inclusive of Government taxes and should remain valid for the period indicated in the respective tender documents

The tender security shall be **Ksh10,000.00 (Ten Thousand Shillings only)**. The tender Security should be in any of the following forms; Banker's cheques, a bank guarantee, an insurance company guarantee from Public Procurement Oversight Authority (PPOA) approved Insurance firms, Letter of credit, or Guarantee by a deposit taking microfinance institution/Sacco society/Youth Development Fund/Women Enterprise Fund. Find the template for the insurance tender security bond in the section titled "Standard Forms" in the tender document. The Tender Security should be for a period of 90 days from date of closing of the Tender.

Bidders who download the tender documents from the website **MUST** forward their particulars immediately via email to procurement@embuwater.co.ke. This is for records and any further tender clarifications and addendum where necessary. The particulars should include: Name of Firm, Postal Address, Telephone Number, Email Address, Tender Number and Tender Name.

MANAGING DIRECTOR

Forensic and I.T systems Audit Services

Section II. INSTRUCTIONS TO BIDDERS

1.0 INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named at the Appendix to "ITC" will select a firm among those who will submit their 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 first hand 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.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", 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 relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be **FREE OF CHARGE** as per instructions in the notice of invitation.

2.2 Clarification and Amendment of RFP Documents

Forensic and I.T systems Audit Services

- 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 to the Client's address indicated in the Appendix "ITC". The Client will respond to the query as necessary. If the clients find the clarification material enough, an addendum will be circulated to all bidders and upload it in the Kenya Re website.
- 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 any bidding firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be circulated to all bidders and hosted on the client's website. 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 bidding for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix "ITC", 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 .
- (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 if applicable.
- 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 **90 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 authorised 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 and Financial Proposal shall be placed in an outer sealed envelope clearly marked "**TECHNICAL AND FINANCIAL PROPOSAL,**". This outer envelope shall bear the submission address, Name of the Tender and tender number ,and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**" The proposals

should also be placed in an inner envelope which should bear the tender number and the name of the bidder submitting the tender.

- 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 Financial Proposal and the Technical proposal shall be opened on the same day and time on the day of submission.

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 Consultants are strongly advised that only tenders meeting the Mandatory Requirements will be evaluated. Any consultants that do not meet these requirements will be automatically disqualified.
- 2.6.3 The Evaluators appointed by the client will conduct both technical and financial evaluation.

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 set out in the Tender Document.

Each responsive proposal will be given a technical score (St). A proposal shall be rejected if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Financial Proposal

- 2.8.1 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.

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

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm 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 (St) and financial (Sf) 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:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

2.8.6 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 if applicable.
- 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:
- 2.10.6.1 Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - 2.10.6.2 Legal capacity to enter into a contract for procurement.
 - 2.10.6.3 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.
 - 2.10.6.4 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.

SECTION 111: APPENDIX A - 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 and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

| Clause | INSTRUCTION TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS |
|--------|---|---|
| 2.5.4 | Name of the Client | EMBU WATER AND SANITATION COMPANY LTD |
| 2.1.1 | The method of selection | QUALITY AND COST BASED SELECTION OPEN TENDER - REQUEST FOR PROPOSAL |
| 2.1.2 | Technical and Financial Proposal are requested: | Yes. |
| 2.4 | Taxes | Proposal should be inclusive of all taxes e.g. Withholding Tax, VAT etc and in line with Authority requirements. |
| 2.5.2 | Documents required | Consultants must submit one (1) original and (1) copies of Technical and Financial Proposal. |
| 2.5.3 | The proposal submission address is: | The Proposal, marked as stipulated in the ITC shall be addressed to: MANAGING DIRECTOR EMBU WATER AND SANITATION COMPANY LTD P. O. BOX 2142 – 60100 EMBU AND deposited in the Tender Box at Embu Water and Sanitation Company Ltd, EMBU at the address by 4th April 2018 at 12.00 noon. |
| 2.5.3 | Opening of Proposals | The Technical Proposal and Financial proposal shall be opened at the same time on 4th April 2018 at 12.00 noon. |
| 2.1.4 | Inputs | EWASCO shall make available relevant data |

SECTION 4 - TERMS OF REFERENCE/SPECIAL CONDITIONS OF CONTRACT AND EVALUATION CRITERIA

COMPUTER SOFTWARE AUDIT

Company's Brief Background Information.

Embu Water and Sewerage Company (EWASCO) was incorporated as a Limited Company and became operational on July 2005. The Company took over the operations of the Water and Sewerage Department of Embu Municipal Council (EMC) and sewerage services from the ministry of water. The Company has the primary responsibility to primarily provide clean water and sewerage services to the residents of the Municipality of Embu and the environs, in a financially sustainable manner and within Government regulations.

When EWASCO took over the water supply the initial coverage was approximately of 80 km² within the municipality. However, this has expanded over the years to approximately 975 km² within Embu Municipality and its environs. On other hand sewerage coverage within Embu town is 2700 connections within an area of 2.1km². In 2005 the company (EWASCO) a water services provider signed a service provision agreement with TANA water services board within the frame work of Water Act 2015.

In view of the water sector reforms and the new constitutional dispensation, the Company has already extended its services to areas outside the Embu municipality to cover other parts of county namely Gachoka and Siakago constituencies and even some parts of Kirinyaga County.

Capacity

- i) Before 2005
 - (a) Embu Water Supply with a water works at Kangaru – design capacity 2700m³/day.
 - (b) Embu Sewerage system – works at old stadium – capacity 700m³/DWF/day.
 - (c) 700m³/DWF/day.
 - (d) Supply area of 80km².

ii) 2007

The Company completed expansion of its water supply and distribution network at a cost of Kshs 50 million shillings from internally generated funds. The following were the components of the new works.

- a. An intake at Mwiria with a capacity of 12000 m³ per day.
 - b. 355mm dia pvc conveyance main from mwiria to Mukangu treatment works with capacity of 12000 m³.
 - c. Mukangu Water treatment plant (WTP1) with capacity of 12000 m³ per day.
 - d. Sewer reticulation extension by 20km and improvement of sewerage treatment capacity from 700 to 2000 m³ per day.
 - e. Expansion of supply area from 60km² to 400km² – in Gachoka Division of Mbeere south.
 - f. Total water storage tank capacity was 2000 m³.
- 2012 – The Company completed expansion of its water supply and treatment through a Grant 2 billion shillings from JICA
- a) Expansion of Mwiria intake capacity from 12000m³ to 27,000 m³ per day

- b) Improvement of the conveyance main to 27,000m³ through an addition of 500mm diameter ductile iron pipe from Mwiria to Mukangu
 - c) Mukangu Water treatment plant (WTP2) with a treatment capacity of 11,000m³ per day
 - d) 315mm dia upvc, 11Km distribution main to Mbeere
 - e) Procurement of pipe material for 63km assorted diameters distribution in Ena, Kithegi, Kithimu parts of Itabua
 - f) Additional pipes in current serviced areas and new geographical areas, and connections added, that resulted in an increase of the customer base.
 - g) Storage capacity has increased from 2000m³ to capacity of 11,000 m³.
- iii) 2011-2013 – The company implemented on behalf of Siakago CDF water supply
- a) This water supply system is serving an expansive area of Kanyuambora, Ishiara, Karigiri to Ngiiri in Kiambere
 - b) The intake at Thuchi river with maximum capacity to extract 13000 m³
 - c) The main line with 315mm diameter PVC pipe covering 23km from intake at Thuchi to Karigiri
 - d) Other smaller diameter pipes from Karigiri to Ngiiri covering 19km.

ASSET BASE

The Total Asset base of the Company is over Kshs 2 billion mainly on water Infrastructure. The same has been financed mainly from with grant from Government of Japan through JICA.

Customer Base

The Company Data base has about 24,000 water connections serving over 100,000 people and the number is set to grow to 170,000 as a result of continuing expansion to the extended area of Mbeere and new areas such as Kithimu and Ena.

Revenue Base

Currently the average Monthly Billings is about Kshs 21,000,000 (21 million)

TERMS OF REFERENCE

1. The Scope

This Consultancy is in support in carrying out forensic audit of software for EWASCO LTD.

The Obligations includes but not limited to:-

- Carry out an audit of billing software to establish data capture capabilities to update both revenues and debtor and Age those debtors accordingly, as well as update the financial statement reporting system.
- Carry out an audit of cash collection soft wares of Mpesa, Family bank, cooperative cash collection accounts, postal and post bank collection point facilities to establish that all cash collected by those institutions is delivered to EWASCO LTD bank account and that customer accounts are updated real time accordingly. Check the internal control mechanism and advice the company on the best way forward.
- Carry out an audit of stores software and advice on its suitability to control stock movement and its suitability to generate data for financial reporting process.
- The audit reviews should consider the probability of un authorized interventions into the software systems fraudulently, as well as detecting the possible losses incurred.

- Detect fraudulent transfer of funds out of the company financial system as well as mis allocation of credits to various customer accounts. The audit should also aim to detect un authorised alteration of customer accounts through illegal adjustments.

The expected output is a comprehensive Audit report that will reflect a true and fair position of the EWASCO LTD operating computer software system and advice on their suitability or otherwise of the software systems.. The comprehensive Report detailing actual justifiable findings that will be used as guide in review of internal controls that will be used by the organization to attain set objectives and overall organization goals in taking EWASCO to the next level in service delivery.

i) Qualifications of the Bidder

The bidder must be either a registered consultant firm with capacity and qualifications to carry out consultancy . The individuals should be dully registered and practicing in their areas of specialization.

2.1 Qualification Criteria

The following will be the Qualification /evaluation criteria

Stage 1: Technical Qualification as indicated below

Stage 2: Financial Evaluation

Firm’s that will pass the technical evaluation will qualify for the financial evaluation stage. Any firm that does not pass technical stage ie (not attain 70% and above of technical score), will not be considered for financial evaluation.

| | Item | Firm score | Total score |
|---|--------------------------------|-------------------|--------------------|
| 1 | Consultancy Fee | | 30 |
| 2 | Disbursement and other charges | | |
| | TOTAL (inclusive of VAT) | | |

| | SUMMARY SCORE | FIRM SCORE | MAXIMUM SCORE |
|---|----------------------|-------------------|----------------------|
| 1 | TECHINICAL | | 70% |
| 2 | FINANCIAL | | 30% |
| | TOTAL | | 100% |

TECHNICAL EVALUATION CRITERIA**4.1 Technical Evaluation Matrix****1. Statutory Compliance***

| | Item | Points |
|------|---|---------------|
| i | Certificate of Incorporation or Registration | MANDATORY |
| ii | PIN/VAT Registration Certificate | MANDATORY |
| iii | TAX Compliance Certificate | MANDATORY |
| iv | Duly Completed Confidential Business Questionnaire Form | MANDATORY |
| v | Current Audited Accounts | MANDATORY |
| vi | Experience of the firm in undertaking IT Systems Audit Services in at least THREE Corporate institutions in the last five years. (Attach copies LPOs, Letters of Notification of award or copies of contract documents) | MANDATORY |
| vii | Tender Security | MANDATORY |
| Viii | Curriculum Vitae and copies of Certificates for the following a) Auditor with the following qualifications Minimum 10 years Experience, With a minimum of a Bachelors degree in Finance/Accounting or equivalent from a reputable university, ICPAK registered member of good standing , bias in forensic audit b) IT Specialist with the with CISA qualification | MANDATORY |

*Any attempt to give false documents will lead to automatic disqualification and recommendation for debarment to the Public Procurement Regulatory Authority.

2. Experience of similar assignments by the firm*

| Item | Points |
|---|---------------|
| Number of related jobs handled in Corporate Institutions in the last 5 years (5 mark per assignment, Max 20 marks) Attach LPOs/Letters of Offer/Contract documents. The documents may include those submitted in mandatory requirement No (vi). | 20 |
| Total | 20 |

*All marks earning assignments must be verifiable with references. (Bidders Must Use the "Firms References" standard form for each reference- The Form is attached to this tender document)

3. Skills and experience of proposed personnel

| | Item | Points |
|----------|---|---------------|
| | Skills and experience for individual personnel* | |
| 1 | <u>Auditor with the following qualifications</u> Minimum 10 years Experience, With a minimum of a Bachelors degree in Finance/Accounting or equivalent from a reputable university, ICPAK registered member of good standing , bias in forensic audit Attach Curriculum Vitae as per format attached to this tender document, copies of certificates) | |
| | i. Education of Auditor Bachelors - 8 Marks Masters and Above- 10 Marks | 10 |

| | | |
|---|--|-----------|
| | ii. Experience of Auditor (0 years experience) - 0 marks (10 years - 15 years) - 5 marks (15 years - 19 years)- 8 marks (20 years and Above) - 10 marks | 10 |
| 2 | IT Specialist with the following with CISA qualification <i>(Attach Curriculum Vitae as per format attached to this tender document, copies of certificates)</i> | |
| | i. Education Qualification in CISA-10 MARKS | 10 |
| | ii. Experience in Audit for at least 5 years (5 - 10 years)- 7 Marks (11- 15 years)- 8 Marks (15- and over)- 10 Marks | 10 |
| | TOTAL | 40 |

4. Adequacy Of Proposed Methodology*

| Item | Points |
|---|---------------|
| Demonstration of understanding of the need for proposed services | 5 |
| Methodology demonstrating clearly expected outputs in line with the requirements | 10 |
| Clear indicative timeline which shows how the methodology will deliver the services | 5 |
| Total | 20 |

*Points are allocated on a relative basis. Clarity of explanations is key.

Notes on Preparation of the Proposals

The Proposal will be evaluated as per the above criteria. Bidders should therefore submit a detailed proposal which captures all items covering:

i. Experience

- as a computer software and fraud auditor
- Firms profile detailing of key clients the firm has performed software audit
- Ability to carry out the audit and deliver within limited time in terms of financial and human resource
- Descriptive plan of how you would carry the audit with EWASCO
- Experience in carrying out a computer software audit
- The Auditors compliance with tax
- Document showing proof of registration, location, and contact of the firm
- All other items indicated in the evaluation criteria

iii) Operating Facilities

The Bidder should have access to a computer and to internet facilities for use during the life of the audit exercise.

iv) Financial Capabilities

The Bidder should demonstrate they are financial healthy with sufficient funds to meet the cost of the audit until the completion of each part of the assignment.

v) Other

Forensic and I.T systems Audit Services
 In addition, Bidders will be required to complete the Confidential Business Questionnaire.

The Consultants Bid: Priced Schedule of Deliverables

| ITEM | DESCRIPTION OF DELIVERABLE | Price |
|------|---|-------|
| 2.0 | Preparation of Audit Report that will involve:- <ul style="list-style-type: none"> • Draft Audit Report giving method used and recommendations of internal controls to be introduced/strengthened. | |
| | TOTAL | |

The consultant should provide the basis of costing but not limited to above.

NOTE:

1. The consultant bid shall include in their rates overhead costs, profits, taxes, levies, and other statutory costs.
2. Reimbursable shall include travel costs based on AA rates where personal vehicle is used or receipts where public transport is used, cost of printing, and photocopying of reports, accommodation costs in Embu.
3. The Total Cost should include all costs to undertake the assignment. No other charges shall be considered

DECLARATION:

We certify that the above information and other information provided here with for the purpose of this consultancy bidding is true representation our firm

Fill and sign the declaration below and append official stamp.

For and on behalf of.....(name of firm)

Name.....

Designation:.....

Bidding Signature of consultant.....

Date & Stamp:.....

In presence of:

Bidders must score at least 70% in the technical proposal for their bid to qualify for financial evaluation.

The formula in determining the financial score is as follows:- (The single currency for the price conversion is **KENYA SHILLINGS**)

$$SF = \frac{FM}{F} \times 100$$

$$SF = \text{Financial Score}$$

$$FM = \text{Lowest Financial Proposal}$$

$$F = \text{Financial Proposal under consideration.}$$

Forensic and I.T systems Audit Services

The weights given to the technical proposal (T) is **0.70** and for financial proposal (P) is **0.30**.

The lowest bid will be given maximum financial score.

Combined Evaluation

The evaluation results will be ranked on Combined Financial and Technical Score which is given as follows:-

$$S = S_t \times T\% + S_f \times P\%$$

Where

S_t = Technical Score

T = Technical Weighting (70%)

S_f = Financial Score

P = Financial Weighting (30%)

S = Combined Financial and Technical Score

The firm achieving the highest combined technical and financial score shall be awarded the contract subject to undertaking due diligence on the information submitted in the tender. Bidders who give false or misleading information will be disqualified and be subject to debarment proceedings.

5.0 GENERAL CONDITIONS OF CONTRACT

5.1 FORM OF CONTRACT

Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____ day of the month _____ of _____ [month], _____ [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, they should be deleted from the list]*
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix E: Breakdown of Contract Price Currency
 - Appendix : E Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's authorised representative] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

5.2 GENERAL CONDITIONS OF CONTRACT

5.1.1 GENERAL PROVISIONS

5.1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

5.0 Law Governing This Contract, its meaning and interpretation and the the Contract relationship between the Parties shall be governed by the Laws of Kenya.

5.1.1 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.

5.1.2 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

5.1.3 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

5.1.4 Authorized Representatives Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

5.1.5 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

5.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

5.2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

5.2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

5.2.3 Expiration of 2.6, this Contract Unless terminated earlier pursuant to Clause Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

5.2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

5.3 Force Majeure

5.4 Definition For the 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.

5.5 No Breach The failure of a Party to fulfill any of its obligations under of Contract the Contract shall not be considered to be a breach of, or default under, this Contract insofar 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, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.6 Extension Any period within which a Party shall, pursuant to this Of Time 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.

5.7 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

5.8 Termination

5.9 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

5.10 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment
upon
Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3.1 OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his

Obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

5.11 Conflict of Interests

- 3.2.1 Consultant (i) The remuneration of the Consultant pursuant to Not to Clause 6 shall constitute the Consultant's sole Benefit from remuneration in connection with this Contract or Commissions, the Services and the Consultant shall not accept

- Discounts, for his own benefit any trade commission,
Etc. Discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
 - (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project
The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition Of Conflicting Activities
Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict

with the activities assigned to them under this Contract; or

- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions requiring Client's prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").

3.6 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in The numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

6.0 CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal And/or Replacement Of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key personnel, the Consultant shall provide as a replacement a person of equivalent or better Qualifications.

(b) If the Client finds that any of the Personnel have

- (i) Committed serious misconduct or have been charged with having committed a criminal action, or
- (ii) The Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, and then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.0 OBLIGATIONS OF THE CLIENT

- 4.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law taxes

If after the date of this Contract, there is any change in the Laws of Kenya with respect to

and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise

Payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix E.

5.0 PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price (a) The price payable in Kenya Shillings is set forth in the SC.
- 6.3 Payment for remuneration For the purposes of determining the Additional due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on of Delayed Payment Payment shall be made within thirty (30) days receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, 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 .

6.0 SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

6.0 STANDARD FORMS
6.1 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

6.2 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:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

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

6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either part 2(a), 2(b) or 2(c) whichever applies to your type of business and part 3.

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

| | |
|--|--|
| | Part 1 – General |
| | Business Name |
| | Location of Business Premises |
| | Plot No.Street/Road..... Postal Address Telephone Numbers..... Fax Number E-mail Address |
| | Nature of Business |
| | Registration Certificate No. |
| | Maximum value of Business which you can handle at any one time. Kshs Name of your Bankers.....Branch..... |
| | Confirm credit period extended your to clients |
| | Part 2 (a) – Sole Proprietor |
| | Your Name in Full Age..... Nationality Country of Origin..... Citizen Details..... |
| | Part 2 (b) – Partnership |
| | Given details of partnership as follows:- <u>2b.2</u> Name..... Nationality.....Citizenship Details..... Share..... 1..... 2..... 3..... 4..... |
| | Part 2 (C) – Registered Company |

Private or Public

State the Nominal and issued Capital or Company
Nominal Kshs

Issued Kshs

Given details of all Directors as follows:-
Name..... Nationality.....Citizenship Details....., Share.....

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

Part 3 – Eligibility Status

Are you related to an Employee, Committee member or Board Members of Kenya Re?
Yes.....No.....

If answer in '4.13 is Yes give the relationship.
.....

Does an Employee, Committee Member, Board Member of Kenya Re sit in
The Board of Directors or Management of your Organization, subsidiaries or
Joint Venture? Yes.....No.....

.....
.....
.....
.....

If Answer in '4.15' above is Yes give details
.....
.....
.....
.....

Has your Organization, Subsidiary Joint Venture or Sub-contractor been
involved in the past directly or indirectly with a firm or any of its affiliates
that have been engaged by Kenya Reinsurance Corporation Ltd to provide
consulting services for preparation of design, specifications and other
documents to be used for procurement of the goods under this invitation?
Yes.....No.....

If answer in '4.17' above is Yes give details
.....
.....

.....
.....

Are you under a declaration of ineligibility for corrupt and fraudulent Practices? Yes No.....

4.20 If answer in '4.19' above is Yes give details

.....
.....
.....
.....

Have you offered or given anything of value to influence the pre-qualification Process? YesNo.....

If answer in '4.20' above is Yes give details

.....
.....
.....
.....

I/We Declare that the information given on this form is correct to the best of My/our knowledge and belief and that I/We Kenya Reinsurance corporation Ltd to seek any other reference concerning my/our company from whatever sources deemed relevant e.g. Company Registrars Office, Bankers etc.

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

. If a Kenyan citizen, indicate under "citizenship Details," whether by Birth, Naturalization of registration.

6.4 TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the-----
----- 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.

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:*]

6.5 FIRM'S REFERENCES

Relevant Services Carried Out in the Last FIVE 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 & Address of Client: | Clients contact person for the assignment. |
| Address: | No of Staff-Months; Duration of Assignment: |
| Start Date (Month/Year): Completion Date (Month/Year): | Approx. Value of Services (Kshs) |
| 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; _____

6.6 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position on this Project: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies Or Professional Registration bodies: _____

Detailed Tasks Assigned on this Project: _____

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained. Attached copies of University degrees]

Key Qualifications:

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

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.]

Languages: Indicate (tick as appropriate) proficiency in the English Language as follows:

| | Very Good | Good | Require translation /interpretation |
|----------|-----------|------|-------------------------------------|
| Writing | | | |
| Reading | | | |
| Speaking | | | |

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: _____

6.7 FINANCIAL PROPOSAL SUBMISSION FORM (FORM F1)

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services forin 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]

6.8 Tender Security Form/ Bid Bond

TENDER SECURITY FORM

(To be on the Letterhead of the Bank)

Whereas _____
(hereinafter called "the Tenderer") has submitted its tender date
_____ for the provision of
..... (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE _____
of _____ (hereinafter called "the Bank"),
are bound unto _____ (hereinafter
called "the Employer") in the sum for which payment well and truly to be
made to the said Employer, the Bank binds itself, its successors, and assigns
by these presents. Sealed with the Common Seal of the said Bank this
_____ day of _____ 2012.

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 Employer 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 Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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.