



Kasneb Towers, Hospital Road, Upper Hill, P.O. Box 41362-00100 NAIROBI
Tel: +254 (020) 4923000, 2712640. Fax: 2712915. Cellphone: 0722201214, 0734600624
Email: info@kasneb.or.ke. Website: www.kasneb.or.ke

REQUEST FOR PROPOSAL FOR
RFP NO.KAS/RFP/LCGA/05/2020/2021:

**PROVISION OF CONSULTANCY SERVICES FOR
UNDERTAKING LEGAL, COMPLIANCE AND
GOVERNANCE AUDIT**

AS PER THE TERMS OF REFERENCE

PROPOSAL SUBMISSION DEADLINE:

FRIDAY, 8 JANUARY 2021 AT 11.00 A.M.

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SECTION 1
LETTER OF INVITATION

TO: M/s _____
P.O Box _____
NAIROBI
Tel: _____

Date:

Dear Sir/Madam,

RFP NO.KAS/RFP/LCGA/05/2020/2021: PROVISION OF CONSULTANCY SERVICES FOR UNDERTAKING LEGAL, COMPLIANCE AND GOVERNANCE AUDIT.

You are hereby invited to submit a technical proposal and a financial proposal using the format provided in the Request for Proposals (RFP) document. The detailed requirements for the proposals are provided in **Section II: Information to Consultants** and **Section III: Terms of Reference**. You are advised to read the two sections carefully before compiling your proposals.

Each proposal must be submitted in **two (2)** copies one marked "**ORIGINAL**" and the other marked "**COPY**". The two copies of the proposal shall be submitted in plain sealed envelopes marked either "Technical Proposal" or "Financial Proposal" as applicable. The two envelopes shall be placed inside an outer envelope marked "**RFP NO.KAS/RFP/LCGA/05/2020/2021: Provision of Consultancy Services for Undertaking Legal, Compliance and Governance audit**" addressed to:

Secretary/Chief Executive Officer
Kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362, 00100 Nairobi
Tel: +254 (020) 4923000, 2712640
Fax: (020) 2712915
Cellphone: 0722-201214/0734-600624
Website: www.kasneb.or.ke

The duly completed proposals shall thereafter be deposited in the Tender Box placed next to Supply Chain Management Unit Office of kasneb Towers on or before the closing date and time on **Friday, 8 January 2021 at 11.00 a.m.** Late submissions will not be accepted.

The technical proposals will be opened immediately after the closing date and time on **Friday, 8 January 2021 at 11.00 a.m.** in the kasneb towers 1 Conference Room. You are invited to witness the opening as long as you adhere to covid-19 protocols.

Yours faithfully,

SECRETARY/CHIEF EXECUTIVE OFFICER

SECTION II

GENERAL INFORMATION TO CONSULTANTS (GITC)

2.1 Introduction

2.1.1 The request for proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	General information to consultants
Section III	-	Terms of reference
Appendix A	-	Consultants Information
Appendix B	-	Technical Proposal
Appendix C	-	Financial proposal
Appendix D	-	Confidential business questionnaire
Appendix E	-	Sample contract agreement
Appendix F	-	Anti-corruption declaration form
Appendix G	-	Draft letter of notification of award

2.1.2 Kasneb will select a firm from among those invited to submit a proposal, in accordance with the method of selection detailed in **Appendix A**.

2.1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in **Appendix A** for consulting services required for the assignment named in **Appendix A**.

2.1.4 The Consultants may familiarize themselves with the operations and strategic plan of kasneb before preparing their proposals. To obtain firsthand information on the assignment, Consultants are encouraged to liaise with kasneb regarding any information that they may require before submitting a proposal. Consultants should contact the official named in **Appendix A** for any clarification. Consultants may also find it useful to visit kasneb's website at www.kasneb.or.ke

2.1.5 kasneb will provide the inputs specified in **Appendix A**, and make available relevant project data and documents.

2.2 Clarification and Amendment of RFP Documents

2.2.2 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission and closing date. Any request for clarification must be sent in writing by paper mail or by electronic mail to the Client's address indicated in **Appendix A**. kasneb will respond in writing by paper mail 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 Consultants invited to submit proposals.

2.2.3 At any time before the closing date of proposals submission, kasneb may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through an Addendum. The Addendum shall be sent by paper mail or by electronic mail to all invited Consultants and will be binding on them. kasneb may at its own discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants' proposals shall be written in the 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 the 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) The proposal shall 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 for this assignment be either 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 B**.
- (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) Comments and or suggestions on the Terms of Reference (TOR) to demonstrate the Consultants' understanding of the TOR for the consultancy, reflecting on the scope of kasneb.
- (ii) A brief description of the firm and an outline of experience in assignments of a similar nature (minimum of 3) undertaken in either the public or private Sector in the last five (5) years. For each assignment the outline should indicate *inter alia*, name of the firm, the duration of the assignment, the contract amount and the firm's involvement.
- (iii) A detailed description of the methodology and work plan proposed by the Consultant, as well as staffing.
- (iv) The list of the proposed team members 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: academic qualifications, professional qualifications, number of years worked for the firm/entity and degree of responsibility held in various assignments during the last (5) years.
- (vi) Estimates of the total staff input (professional and support staff and full time staff) needed to carry out the assignment supported by Gantt chart(s) or by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) 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 (**Appendix C**). It lists, all costs associated with the assignment.

2.4.2 The Financial Proposal should include all applicable taxes and levies.

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

2.4.4 The Proposal must remain valid for 90 days after the submissions' closing date. During this period, the Consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. kasneb will make its best effort to complete evaluation, contract award and negotiations processes within this period. If kasneb wishes to extend the validity period of the proposals, the Consultants who do not agree, have the right not to extend the validity of their proposals

2.4.5 The financial proposals must comply with the law governing the profession of the consultant.

2.5 Mandatory requirements

Consultants are required to submit copies of the following **mandatory documents** together with their technical proposals:

- (a) Copy of Certificate of Incorporation/Registration.
- (b) Copy of Valid Tax Compliance Certificate.
- (c) Attached Audited Accounts for the latest three years **(2017,2018 and 2019)**
- (d) Must provide one original and one copy of the tender which **MUST** be sequentially Paginated/Serialized/Numbered on all pages including all attachments.
- (e) List of at least three current and/or past clients to whom similar services have been provided in the last three years.
- (f) Copy of **PIN** Certificate

Failure to submit copies of any of the above listed mandatory requirements shall lead to the consultant being declared as non-responsive, hence shall not qualify to proceed to the Technical Evaluation stage.

2.6 Submission, Receipt and Opening of Proposals

2.6.1 The original Technical and the original Financial Proposals shall be prepared in indelible ink. They 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 person(s) authorised to sign the proposals.

2.6.1 For each proposal, the Consultants shall prepare the number of copies indicated in **Appendix A**. Each Technical Proposal and each 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 copy shall govern. The original and the copy of the Technical Proposal shall be placed in a plain sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and the copy of the Financial Proposal shall be placed in a plain sealed envelope clearly marked "**FINANCIAL PROPOSAL.**" Both envelopes shall be placed inside an outer plain envelope and sealed. The outer envelope shall bear **only** the Proposal number, name and the submission address.

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

2.6.3 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 kasneb up to the time for opening of financial proposals.

2.7 Proposal Evaluation (General)

2.7.1 From the time the bids are opened to the time the Contract is awarded, if any Consultant wishes to contact kasneb on any matter related to his proposal, he should do so in writing at the address indicated in **Appendix A**. Any effort by the firm to influence kasneb in the proposal evaluation, proposal comparison or Contract award decisions will result in the rejection of the Consultant's proposal.

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

2.8 Evaluation of the Technical Proposal

2.8.1 The Evaluation Committee appointed by kasneb will undertake preliminary examination of the proposals to determine their responsiveness to the mandatory requirements. The firms that will not be responsive to the mandatory requirements will be disqualified from any further evaluation at this stage.

2.8.2 The Evaluation Committee will evaluate the technical proposals which were responsive to the mandatory requirements on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

	Points
Experience of firm in last five (5) years	30
Relevant experience of consultancy and technical capability	10
Professional qualification and experience of team leader	12.5
Professional qualification and experience of two technical personal	17.5
Proof that the firm is in compliance with law	5
Methodology and work plan	20
Equipment: Adequacy of equipment	5
Total	<u>100</u>

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 **Appendix A**.

2.9 Opening and Evaluation of Financial Proposal

2.9.1 After the evaluation of the Technical Proposals, kasneb shall disqualify the proposals that did not meet the minimum qualification mark or were considered non-responsive to the RFP and Terms of Reference, from any further evaluation. kasneb shall thereafter open and evaluate the financial proposals.

2.9.2 The Evaluation Committee will determine whether the financial proposals are complete (that is whether the Consultant has costed all the items of the corresponding Technical Proposal). 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.

2.9.3 Contract price variation is not allowed.

2.10 Negotiations

2.10.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in **Appendix “A”**. The aim is to reach agreement on all points of the contract and to sign a contract.

2.10.2 Negotiations will be based on the Technical Proposal which will include among other things, the proposed methodology and work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. kasneb and the firm will then work out final Terms of Reference, staffing and Gantt charts indicating activities, staff periods in the field and in the head office, logistics and reporting. The agreed work plan and the 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 clearly defining the inputs required from kasneb to ensure satisfactory implementation of the assignment.

2.10.3 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, kasneb expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, kasneb will require assurances that the experts will be actually available. kasneb 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.

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

2.10.5 kasneb may appoint a team for the purpose of the negotiations.

2.11 Award of Contract

2.11.1 The Contract will be awarded following negotiations. After negotiations are completed, kasneb 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.

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

2.11.3 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.

2.11.4 kasneb may at any time, prior to notification of award, terminate or cancel procurement proceedings without entering into a contract where it is found appropriate as provided by section 63 of the Public Procurement and Asset Disposal Act, No. 33 of 2015.

2.11.5 kasneb shall give prompt notice of the termination to the tenderers and on request give its reasons for termination. To qualify for contract award, the tenderer shall have the following:

- (a) Necessary qualifications, capability and experience to provide the service 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 (as evidenced in writing).

2.12 Confidentiality

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.

2.13 Corrupt or fraudulent practices

2.13.1 kasneb 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 been and will not be involved in corrupt or fraudulent practices.

- 2.13.2 kasneb 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.
- 2.13.3 Further, a Consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.



PROPOSED TERMS OF REFERENCE (TOR) FOR LEGAL, COMPLIANCE AND GOVERNANCE AUDIT

1. BACKGROUND INFORMATION

1.1 Legal Framework

kasneb was established as a state corporation under the National Treasury and Planning by the Government of Kenya on 24 July 1969. The establishment and operations of kasneb are governed by the following main Acts, among others:

- (a) The Accountants Act, No. 15 of 2008 (which repealed and replaced the Accountants Act, Cap 531 of 1977). The Act gave kasneb retroactive recognition since its establishment in 1969. The Act also empowered and recognised kasneb as the examining body for the Certified Public Accountants (CPA) qualification.
- (b) The Certified Public Secretaries of Kenya Act, Cap 534 of 1988 empowered and recognised kasneb as the examining body for Certified Secretaries (CPS) qualification.
- (c) The Investment and Financial Analysts Act, No. 13 of 2015 empowered and recognised kasneb as the examining body for the Certified Investment and Financial Analysts (CIFA) qualification.

1.2 Mandate

The development of syllabuses, conduct of professional, diploma and technician examinations and certification of candidates in accountancy, finance, credit, governance and management, information technology and related disciplines; promotion of its qualifications nationally, regionally and internationally and the accreditation of relevant training institutions in liaison with the Ministry in charge of education.

1.3 Vision

Global leader in examination and certification of business professionals.

1.4 Mission

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

1.5 Core Values

We commit ourselves to the following core values:

- (i) Integrity
- (ii) Professionalism
- (iii) Customer focus
- (iv) Teamwork
- (v) Innovativeness

1.6 Stakeholders

kasneb recognises the key roles played by both internal and external stakeholders in the attainment of its objectives. The stakeholders of kasneb therefore include:

- Members of staff.
- Members of the Board and Board Committees.
- Students: current and potential.
- Parents, guardians and sponsors.
- National professional bodies:
 - ✓ Institute of Certified Public Accountants of Kenya (ICPAK)
 - ✓ Institute of Certified Secretaries of Kenya (ICSK)
 - ✓ Institute of Certified Investment and Financial Analysts (ICIFA)
 - ✓ Institute of Credit Management, Kenya (ICMK)
 - ✓ Kenya Institute of Supplies Management (KISM)
- Regional professional bodies:
 - (i) East African Community Institutes of Accountancy (EACIA)
 - (ii) Pan African Federation of Accountants (PAFA)
 - (iii) Association of Professional Societies in East Africa (APSEA)
- International professional bodies:
 - ✓ International Federation of Accountants (IFAC)
 - ✓ Corporate Secretaries International Association (CSIA)
 - ✓ Association of Certified International Investment Analysts (ACIIA)
- National Government: The National Treasury; Ministry of Devolution and Planning; Ministry of Foreign Affairs and International Trade; Ministry of Education, Science and Technology, Ministry of Public Service, Youth and Gender Affairs and Ministry of Industrialization and Enterprise Development amongst other Ministries and departments.
- County Governments.
- Regulatory bodies:
 - ✓ Central Bank of Kenya (CBK)
 - ✓ Capital Markets Authority (CMA)
 - ✓ Retirement Benefits Authority (RBA)
 - ✓ Insurance Regulatory Authority (IRA)
 - ✓ Sacco Societies Regulatory Authority (SASRA)
 - ✓ Technical Vocational Education and Training Authority (TVETA)
 - ✓ Commission for University Education (CUE)
 - ✓ Kenya Universities and Colleges Central Placement Service (KUCCPS)
 - ✓ Kenya National Qualifications Authority (KNQA)

- Employer organisations such as Federation of Kenya Employers (FKE), Kenya Association of Manufacturers (KAM) and Kenya Private Sector Alliance (KEPSA); private sector, public sector, not for profit organisations, other professional bodies, regulatory authorities, micro finance institutions and savings and credit co-operative societies (SACCOS).
- Training and educational institutions.
- Publishers and authors.

1.7 Examinations

kasneb currently offers five (5) professional, three (3) diploma and one (1) certificate examinations leading to the following qualifications:

- (a) Professional qualifications
 - (i) Certified Public Accountants (CPA)
 - (ii) Certified Secretaries (CS)
 - (iii) Certified Information Communication Technologists (CICT)
 - (iv) Certified Investment and Financial Analysts (CIFA)
 - (v) Certified Credit Professionals (CCP)

- (b) Diploma qualifications
 - (i) Accounting Technicians Diploma (ATD)
 - (ii) Diploma in Information Communication Technology (DICT)
 - (iii) Diploma in Credit Management (DCM)

- (c) Certificate Examination
 - Certificate in Accounting and Management Skills (CAMS)

The examinations are administered throughout the Republic of Kenya and in foreign countries through the Kenya High Commissions, Embassies and Consulates.

The examinations are offered twice a year in May and November.

1.8 Organisation Structure

The organisation structure of kasneb is contained in the Corporate Strategic Plan (2017-2022), and which was reviewed through a mid-term review in the current year. The authority of each division and unit is assigned by the Secretary/Chief Executive Officer.

kasneb is divided into three divisions and six units namely:

- Examinations Division
- Finance Division
- Human Capital and Administration Division
- Information Communication Technology Unit
- Planning and Strategy Unit
- Marketing and Corporate Affairs Unit
- Supply Chain Management Unit
- Internal Audit and Risk Unit
- Legal and Compliance Unit

kasneb has one hundred and seven (107) members of staff. Ninety-eight (98) members of staff are based at kasneb Towers, Upper Hill, Nairobi, eight (8) members of staff at Huduma centres across the country and one (1) member of staff is based in Kigali, Rwanda.

2. CONSULTANCY

2.1 Introduction

kasneb recognizes that compliance with the existing laws is good governance practice and a critical component of its business strategy. Non-compliance could result in exposure to fines and litigation. kasneb purposes to seek the services of a firm to undertake a legal, compliance and Governance audit.

2.2 Overall Objective

The overall objective of the consultancy is to carry out a legal, compliance and Governance audit in order to assess the level of compliance with the Constitution of Kenya 2010, existing applicable laws, regulations, government circulars, administrative guidelines, judicial decisions, kasneb policies and industry best practices as required under the Code of Governance of State corporations (Mwongozo).

2.3 Legal Audit

The specific objectives are to:

- (a) Identify and report on the key Constitutional, Statutory obligations, regulations, government policies and circulars, directives, internal policies and procedures and contracts that impact kasneb as a State Corporation.
- (b) Identify gaps in compliance with the laws, policies and guidelines and processes and propose mechanisms of enhancing compliance in order to address the identified compliance gaps.
- (c) Review the extent of kasneb's compliance with the constitutional and statutory obligations.
- (d) Evaluate the extent to which kasneb has delivered on its statutory functions.
- (e) Review kasneb 's compliance with its policies and procedures and industry best practice.
- (f) Review kasneb 's compliance with judicial decisions.
- (g) Evaluation of future legal claims in light of the organisation's needs mandate and sector of operation.
- (h) Review of the legal and compliance structures within the organization
- (i) Review of titles property owned/used by the organization
- (j) Review of any aspects of intellectual property affecting the organization
- (k) Review of legal case management and processes

2.4 Specific Tasks

- (a) Liaise with key personnel to familiarize with Kasneb's operations.
- (b) Peruse all relevant legislation to identify and analyze the current framework of laws, statutes, regulations and policies that Kasneb is required to comply and document a schedule of the same.
- (c) For the identified statutes, assess the sections that Kasneb should review in order to achieve compliance.
- (d) Research on various government regulations that kasneb needs to comply with.
- (e) Identify any gaps or areas of weakness in the internal and external compliance that comprise potential legal risk and liability.
- (f) Develop an inventory of compliance requirements relevant to kasneb and complete a detailed compliance risk assessment to identify all the risks, supporting controls and any potential gaps for mitigation.
- (g) Evaluate all contracts and agreements entered into by kasneb and advice on remedial measures where necessary in order to remain compliant and reduce exposure of kasneb to potential legal risks and liability
- (h) Preliminary discussions on audit report with relevant board committee
- (i) Preparation of a legal and compliance audit reports on:
 - i. Level of compliance of Kasneb with the existing laws.
 - ii. Interim report of the legal audit findings and recommendations
 - iii. Final legal audit report and with recommendations.
- (j) Preparation of a proposal on appropriate remedial measures to address any non-compliance issues arising from the audit.
- (k) Assist Management to design and develop additional compliance policies and procedures as may be necessary;
- (l) Develop a compliance check matrix and implementation framework that will ensure all regulatory and reporting requirements are met and that is in line with best practices and in agreement with Kasneb's strategic plan and overall mandate;

2.5 Governance Audit.

- (a) Identify and analyse governance parameters, which Kasneb is required to operate under the Constitution of Kenya, 2010, attendant Statutes and best practices. These parameters shall include:
 - i. Ethical Leadership and strategic management;
 - ii. Transparency and Disclosure;
 - iii. Compliance with Laws and Regulations;
 - iv. Communication with stakeholders;
 - v. Board independence and governance;
 - vi. Board policies, systems, practices and procedures;
 - vii. Consistent shareholder and stakeholders' value enhancement
 - viii. Corporate social responsibility and investment.
 - ix. Sustainability
- (b) Evaluate Kasneb's existing governance structures, policies and procedures and assess the extent of their compliance with these governance parameters;
- (c) Review the existing Board Charter
- (d) Prepare and present to the Board an interim Governance Audit report of the audit findings and Draft reviewed Board Charter.
- (e) Generate a Governance Audit report of the compliance findings (actual performance, recommendations on improvement areas and best practice).

2.6 Scope of Services

The Consultant shall carry out legal audit and statutory compliance audit on the operations of kasneb and provide an assessment of kasneb's compliance with all relevant legislation, pertinent legal risks and propose solutions of the risks and recommend best practice.

The Consultant will undertake the following activities:

- (a) Prepare the methodology and work plan for the consultancy.
- (b) Literature review and preparation of audit plan
- (c) Develop an appropriate interview methodology in consultation with senior management of kasneb.
- (d) Develop appropriate instrument(s) for data collection and information gathering.
- (e) Conduct legal analysis
- (f) Conduct interviews and discussions with the Secretary/Chief Executive Officer and members of staff.
- (g) Prepare and submit the draft report to the Secretary/Chief Executive Officer for review and consensus building.
- (h) Revise and submit the final report including relevant indices, strategies and recommendations to the Chief Executive Officer for approval.

2.7 Involvement of kasneb members of staff

The Consultant will be required to involve kasneb members of staff where applicable to ensure skills transfer and buy-in into the process.

2.8 Deliverables

- (a) Appropriate survey instruments.
- (b) Audit plan
- (c) Interim legal and governance audit report detailing the audit findings and recommendations.
- (d) Final Legal Audit and governance report of the audit findings and recommendations in hard and soft copies in MS Word format.
- (e) Legal compliance matrix on the identified obligations to facilitate future self-evaluations.

2.9 Portfolio of Expertise and Qualifications

(a) The Firm

The Consultant will be required to demonstrate legal knowledge and Governance skills, expertise, competence and analytical skills and prior experience in undertaking a consultancy of similar nature by providing evidence of similar projects undertaken in the public sector in the last three (3) years.

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 3 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.

(b) Academic Qualifications

Members of the consulting team will be required to demonstrate that they hold individually a minimum of a bachelor's degree in law from a recognised university and a diploma from the Kenya School of Law. Members in the team should also have a certificate in Governance Audits from the Institute of Certified Secretaries of Kenya.

(c) Individual Team Member's Portfolio of Experience

The team leader should have Master's degree and a minimum of five (5) years' experience in undertaking similar consultancies with a demonstrable level of acceptance of the results. Associates and support Consultants should have a minimum of a degree in relevant disciplines and a minimum of three (3) years' experience in undertaking similar consultancies in either the private or public sector.

2.10 Duration of the Consultancy

kasneb expects the assignment to be carried out and completed within thirty (30) days after award of the tender.

2.11 Proposal Evaluation and Award

Proposal evaluation and award will be based on two criteria as follows:

- | | |
|--|--------------------|
| (a) Technical evaluation on the deliverables – | 70% |
| (b) Financial evaluation on the price quoted – | <u>30%</u> |
| Total | <u>100%</u> |

2.12 Terms of Payment

The terms of payment for the consultancy will be as follows:

- | | |
|--|--------------------|
| (a) Upon submission and acceptance of the draft report by the client | 40% |
| (b) Upon submission and approval of the final report by the client | <u>60%</u> |
| Total | <u>100%</u> |

2.13 Mandatory requirements

No.	Requirements	Yes/ No.
1.	Copy of Certificate of Incorporation/Registration including a valid practicing certificate for the firm	
2.	Copy of Valid Tax compliance Certificate	
3.	Attach Audited Accounts for the latest three years (2017, 2018 and 2019)	
4.	List of at least three current and/or past clients to whom similar services have been provided in the last three years.	
5.	Must provide one original and one copy of the Tender which MUST be sequentially Paginated/serialized/numbered on all pages including all attachments	
6.	Copy of PIN certificate	

Failure to submit copies of any of the above listed mandatory requirements shall lead to the consultant being declared as non-responsive, and hence shall not qualify to proceed to the Technical Evaluation stage.

2.14 Technical evaluation criteria

The proposals submitted by the firms will be evaluated on the basis of the following technical

evaluation criteria.

No.	Item Description	Scores
1.	SPECIFIC EXPERIENCE OF THE FIRM IN THE LAST FIVE (5) YEARS NOTE: FIRM MEMBERSHIP TO REQUISITE PROFESSIONAL BODY CAPTURED UNDER MANDATORY REQUIREMENTS	[30]
2.	RELEVANT EXPERIENCE OF THE CONSULTANCY AND TECHNICAL CAPABILITIES TO CARRY OUT THE ASSIGNMENT	
(a)	Brief description of the following: <ul style="list-style-type: none"> Description of consultancy – (2.5 marks) Description of technical capabilities and resources to carry out this specific assignment – (2.5 marks) 	5
(b)	Number of actual Legal and Governance Audits undertaken in the last five years. List the names of the organizations where the relevant assignment(s) were carried out and provide contact persons to be contacted in case there's need. (1 mark for each up to a maximum of 5). Attach copies of contracts/LSO	5
3.	PROOF THAT THE CONSULTANCY FIRM IS IN COMPLIANCE WITH RELEVANT REGULATORY FRAMEWORK.	5
4.	PROFESSIONAL QUALIFICATION AND EXPERIENCE OF THE CONTACT OFFICER/TEAM LEADER	
	Professional Qualifications: <ul style="list-style-type: none"> a) Advocate of the High Court of Kenya with current valid practicing certificate (2 Marks) b) At least a Master degree in Law (LL.M). (2 Marks) c) A Certified Public Secretary in good standing (0.5 Mark) d) Governance Audit Accreditation Certificate from ICS (0.5 Marks) Relevant Experience: <ul style="list-style-type: none"> a) Have at least 10 years post admission experience. (3 Marks) b) Demonstrable experience in undertaking Legal and Governance Audit [provide reference letter (s) (2 Marks). c) Membership/registration to Professional bodies-(2.5 Marks) <p>Attach copies of relevant Certificates and Curriculum Vitae.</p>	12.5
5.	PROFESSIONAL QUALIFICATION AND RELEVANT EXPERIENCE OF TWO (2) OTHER TECHNICAL PERSONNEL AS OUTLINED BELOW (KEY: TEAM COMPRISING VARIED LEVEL OF EXPERTISE IN THE UNDER LISTED AREAS)	
	Two other Key staff to undertake the audit: <ul style="list-style-type: none"> (a) Should also be Advocates of the High Court of Kenya with current valid Practicing certificates (2.5 marks for each) 	17.5

	<p>(b) (Attach certificates)</p> <p>(c) Post qualification Experience of at least three (3) years (1 mark for each year) (Attach PC)</p> <p>(d) Successfully completed assignments on legal and Governance audits. (0.5 mark per assignment up to 3) (attach documentary evidence i.e. LSO, contract) provide detailed CVs</p> <p>(e) Membership/registration to Professional bodies- (2.5 marks for each)</p>	
6.	<p>Methodology and work plan:</p> <p>(a) Understanding and conformity to the TOR – (2 marks)</p> <p>(b) Consultant’s additional suggestions and proposals on the TORs - (2 marks)</p> <p>(c) Proposed work plan and methodology and survey schedule and the completeness of the description of the same in relation to the ToRs, particularly with respect to the outlined objectives – (10 marks)</p> <p>(d) Proposed data collection approach and data analysis methodology – (6 marks)</p> <ul style="list-style-type: none"> • Demonstration of modern approaches and techniques to carry out assignment • Demonstration of flexible processes that can be tailored to the assignment • A System management information system to provide requisite data analysis and reports • Work plan 	20
7.	<p>Equipment: Adequacy of equipment e.g. vehicles, tools and other relevant facilities. Tenderers shall be required to: - Provide proof of ownership. Provide list of appropriate equipment-</p>	5
Total Scores		100

Note: A tender shall be rejected at this stage if it fails to achieve the above minimum technical score/ pass mark of **70%**.

2.15 Financial Evaluation

The evaluation of the proposals will be carried out as follows:

- Evaluation of the Technical proposal based on the criteria set out in Table above.
- Evaluation of the financial proposal.

The weight for the financial proposal is 30% while the weight for the technical proposal is 70%. The lowest proposal will be awarded 30 points. Other proposals will be awarded proportionate points as per the following formula:

$$\frac{\text{Lowest cost} \times 30}{\text{Proposal Cost}}$$

2.16 Overall Evaluation

The overall score will be computed as follows: 0.7 X points scored on technical evaluation + points scored on financial evaluation.

The will be ranked according to their combined technical score and financial score using the weights as follows:

- **Technical score weight(T)=70%**
- **Financial score weight(P)=30%**

APPENDIX A
CONSULTANTS INFORMATION

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

- (a) The name of the Client is: **kasneb**
- (b) The method of selection is: **Quality Cost Based Selection(QCBS)**
- (c) Technical and Financial Proposals are required: **Yes**
- (d) The name, objectives, and description of the assignment are:
KAS/RFP/CA/022/2016-2017: Provision of Consultancy Services for Undertaking Competitor Analysis.
- (e) A pre-proposal conference will be held: **No**
- (f) Site visit before submission of Bid Documents: **Optional**
- (g) The name, address and telephone number of the Client's official contacts:

Secretary/Chief Executive Officer
Kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362, 00100
Nairobi Tel: +254 (020)
4923000, 2712640
Fax: (020)2712915
Cellphone: 0722-201214/0734-600624
Email:ceo@kasneb.or.ke
Website:
www.kasneb.or.ke

- (h) kasneb will assign an Officer to co-ordinate the activities of the Consultants during the period of the assignment. **Yes**
- (i) The estimated number of professional staff days required for the assignment is: **thirty (30) days.**
- (j) The minimum required experience of proposed professional staff is **as indicated in the Terms of Reference**
- (k) Additional information in the Technical Proposal is **as indicated in the Terms of Reference.**
- (l) Taxes: **The total financial proposal should be inclusive of all applicable taxes.**
- (m) Consultants must submit an **original and one (1) additional copy of each proposal.**
- (n) **Mandatory requirements**
 - Certificate of Registration/Incorporation.
 - Valid Tax Compliance Certificate from Kenya Revenue Authority.
 - Audited Accounts for the last two financial years.
 - List of at least three current and/or past clients to whom similar services have been provided in the last three years
 - Proof that the consulting firm is recognised by an accredited professional membership body.

Failure to submit copies of any of the above listed mandatory requirements shall lead to a firm being declared as non-responsive hence shall not qualify to proceed to the Technical Evaluation stage.

- (o) The proposal submission address:

**Secretary and Chief Executive
Kasneb
Kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362, 00100 Nairobi Tel:
+254 (020) 4923000, 2712640 Fax:
(020) 2712915
Cellphone: 0722-201214/0734-600624
E-mail:
ceo@kasneb.or.ke Website:
www.kasneb.or.ke**

- (p) Proposals must be submitted not later than the following date and time **Tuesday, 15 May 2017 at 11.00a.m.**

- (q) The address to send information to kasneb is:

**Secretary and Chief Executive
KASNEB Towers, Hospital Road, Upper Hill
P.O. Box 41362, 00100 Nairobi
Tel: +254 (020) 4923000, 2712640
Fax: (020) 2712915
Cellphone: 0722-201214/0734-600624
E-mail:
ceo@kasneb.or.ke Website:
www.kasneb.or.ke**

- (r) The minimum technical score required to pass: **70%**

- (s) The assignment is expected to commence immediately after signing of the Contract with the winning firm.

- (t) All pages of the technical proposal documents submitted must be serialised.

APPENDIX B

TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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 Consultant's own risk and may result in the rejection of the consultant's proposal.
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. The Technical proposal **shall not** include any financial information.
4. All pages of the technical proposal documents submitted must be serialised/numbered.
5. A valid certification from the National Treasury shall be required for the entities owned by youth, women and persons with disabilities.

TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form.
2. Firm's references.
3. Comments and suggestions of Consultants on the Terms of reference and a list of services and facilities to be provided by kasneb.
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 and a brief of any recent experience of assignment of a similar nature.
7. Time schedule for professional personnel.
8. Standard Forms

Please note that:

- All the pages of the Technical Proposal documents submitted **MUST** be serialised/numbered.
- A valid certification from the National Treasury **SHALL** be required for the entities owned by youth, women and persons with disabilities.

1. TECHNICAL PROPOSAL SUBMISSIONFORM

_____ *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]*

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

We remain, Yours
sincerely,

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

2. FIRM'S REFERENCES

Relevant services carried out in the last five years that best illustrate the competence of the firm

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:
Name of Client: assignment:		Client's contact person for the
Address:		Duration of Assignment:
Start Date(Month/Year):	Completion Date: (Month/Year):	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Brief Narrative Description of Project:		

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

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

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

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position in this consultancy:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and 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 firm, titles of positions held, and locations of assignments.]

Certification:

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

Full name of staff member: _____

_____ Date: _____
[Signature of staff member]

Full name of authorised representative: _____

_____ Date: _____
[Signature of authorised representative of the firm]

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Week (in the Form of a Gantt Chart)

Name	Position	Reports Due/ Activities	1	2	Number of weeks

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorised representative)

Full Name: _____

Title: _____

Address: _____

APPENDIX C
FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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, printing of documents, surveys, development, annual maintenance and transaction costs as may be applicable. The costs should be broken down to be clearly understood by kasneb.
2. The financial proposal shall be in Kenya Shillings and shall include the payable taxes.
3. The financial proposal should be prepared using the Standard forms provided in this part.
4. The financial proposal must comply with the law governing the profession of the consultant.
5. Items for which no rate or price is entered by the Tenderer will NOT be paid for by kasneb when executed and shall be deemed covered by the other rates and prices.
6. All pages of the financial proposal documents submitted must be seralised/numbered.

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form.
2. Summary of costs.
3. Breakdown of price/per activity.
4. Schedule of payment.

1. FINANCIAL PROPOSAL SUBMISSIONFORM

_____ [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,

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

2. SUMMARY OF COSTS

Activity	Costs	Currency (Ksh.)	Amount (s) Ksh.
	Subtotal		
	Taxes		
	Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PERACTIVITY

Activity No: _____	Description: _____
Price Component	Amount(s) in Ksh.
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	

4. SCHEDULE OF PAYMENT

The terms of payment for the Consultant will be as follows:

(a) Upon submission and acceptance of the draft report by kasneb	40%
(b) Upon submission and acceptance of the draft report by kasneb	<u>60%</u>
Total	<u>100%</u>

APPENDIX D
CONFIDENTIAL
BUSINESSQUESTIONNAIRE

KASNEB

Telephone:2712640/2712828
E-mail:info@kasneb.or.ke
Fax: 2712915

Kasneb Towers
Hospital Road, Upper Hill
P O Box 41362 -00100
Nairobi

Confidential Business Questionnaire

You are required to give the particulars indicated in part 1 and either 2(a), 2(b) or 2(c) whichever applies to your type of business. A tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name.....
(Attach copy of Certificate of Incorporation or Registration Certificate)

Location of Business.....

Plot No.....Street/Road.....

Postal Address:.....Tel No.

Nature of Business.....

Current Trade License No.....Expiry date
.....

PIN No.....VAT No.
(Attach copies of PIN and VAT certificates)

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers.....Branch.....

Part 2 (a) – Sole Proprietor:

Your name in full.....PIN No.....
(Attach copy of Certificate) Nationality: (State whether Kenyan or Non Kenyan).....

Part 2(b) – Partnership:

Give names of partners as follows:

1.....

2.....

3.....

4

Part 2(c) – Registered Company - Private or Public

Give Details of all Directors as follows:

No.	Name	PIN No (Attach certificates)	Nationality: (State whether Kenyan or Non-Kenyan).
1			
2			
3			
4			
5			

Signature of Tenderer: -----Date -----

APPENDIX E

SAMPLE CONTRACT AGREEMENT

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 situate date] _____ *[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 Consultant's 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 Section III, "Terms of Reference" which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in item 5 of **Appendix B**, "Team composition and task assignments," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in item 7 of **Appendix B**, "Time schedule for professional personnel".

2. Term

The Consultant shall perform the Services during the period commencing on _____ *[Insert starting date]* and continuing 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 of 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 required as described in **Appendix C**.)

Kshs _____ (40%) upon submission and acceptance of draft report by kasneb.

Kshs. _____ (60%) upon submission and approval of the final report by kasneb.

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, and subject to the acceptance of the reports as tabulated in paragraph 3B above.

4. **Project administration**

A. Coordinator

The Clientde signates _____
[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 Item 7 of **Appendix B**, "Time schedule for professional personnel", shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph3.

5. **Performance**

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 Materials**

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 the Consultant 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.

9. **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 chairperson of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

13. Force Majeure

A. 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.

B. No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract shall not be considered to be 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.

14. Termination

A. 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 judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this clause;

"Corrupt practice" means the offering, giving, receiving or soliciting of anything 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 included collusive practice among consultants (prior to 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.

B. 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 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.

15. Obligations

A. By the Consultant

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 dealings with sub- Consultants or third parties subject to item 10 of this contract.

B. By the Client

The Client shall use his best efforts to ensure that he provides the Consultant such assistance, services and facilities as may be necessary for due performance of this contract.

Signed:

FORTHE CLIENT

FOR THE CONSULTANT

Fullname: _____

Fullname: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX F

ANTI-CORRUPTION DECLARATION FORM

Date.....

To.....
.....
.....

I, on behalf of..... (Tenderer name and address)

declare the following:

That I:

- (a) Have not been debarred from participating in public procurement.
- (b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
- (c) Have completed this form accurately and that the information provided is true and can be substantiated if required to do so.
- (d) Understand that any inaccuracy in the information filled herein may be used as ground for disqualification of this tender.

.....
Title

.....
Signature

.....
Date

(To be signed by authorized representative and officially stamped)

APPENDIX G

DRAFT LETTER OF NOTIFICATION OF AWARD

Address of KASNEB

M/s
P. O. Box_
Nairobi

Dear Sir/Madam

RFP NO.KAS/RFP/CA/02/2020/2021: PROVISION OF CONSULTANCY SERVICES FOR UNDERTAKING COMPETITOR ANALYSIS.

This has reference to your proposal dated _____ for **Provision of Consultancy Services for Undertaking Competitor Analysis.**

The duration of this contract will not last more than **thirty (30) working days** and will commence immediately following the acceptance of the contract award and signing of the negotiated contract.

You may contact the officer(s) whose particulars appear below in connection with your contract for the provision of the above services.

(Full particulars)_____

The Contract documents are in the course of preparation and you will be invited to sign them after expiry of fourteen (14) days from the date of this letter.

Please acknowledge receipt of this letter of notification signifying your acceptance. Yours

faithfully

SECRETARY/CHIEF EXECUTIVE