



KenGen

KENYA ELECTRICITY GENERATING COMPANY PLC

KGN- LEG- 01-2018

**REQUEST FOR PROPOSALS (RFP)
FOR
CONSULTANCY SERVICES FOR INSURANCE RISK ASSESSMENT AND ADVISORY
SERVICES IN KENGEN
(CITIZEN CONTRACTORS)**

**Kenya Electricity Generating Company Plc
Stima Plaza, Kolobot Road, Parklands
P.O. Box 47936, 00100
NAIROBI
Website: www.kengen.co.ke**

November 2018

**SECTION I
LETTER OF INVITATION**

Kenya Electricity Generating Company PLC invites proposals for the provision of Consultancy Services from consultants for **Insurance Risk Assessment and advisory services**. On receipt of this RFP please inform us that you have received the letter of invitation; and whether or not you will submit a proposal for the assignment.

A firm will be selected under **Quality and Cost Based Selection** and the procedures described in this RFP. You will attach a declaration in the proposal, that you are not debarred from participating in procurement proceedings and that they will not engage in any corrupt practice as per the **attached confidential business questionnaire**.

The **original** and **two copies** of the tender must be delivered to:

**The Company Secretary & Legal Affairs Director
Kenya Electricity Generating Co. plc.
10th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA**

On or before **3rd December 2018 at 10.00 a.m.** clearly marked **“KGN-LEG-01-2018-REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES FOR INSURANCE RISK ASSESSMENT AND ADVISORY SERVICES IN KENGEN**. The envelopes **MUST** be sealed.

Technical proposal will be opened on **3rd December 2018 at 10.30 a.m.** in the presence of the candidates' representatives who choose to attend at Stima Plaza III,

KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately.

KenGen Call Tip-offs Anonymous system Toll Free: 0800722626
FreeFax: 00800 007788
Email: kengen@tip-offs.com
Visit our web : [www.tip- offs.com](http://www.tip-offs.com)

SUPPLY CHAIN DIRECTOR

SECTION II

INFORMATION TO CONSULTANTS (ITC)

1.1.0 Introduction

- 1.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 1.1.2 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.
- 1.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.1.5 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.
- 1.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 1.1.7 The price to be charged for the tender document shall not exceed Kshs.5 000/=
- 1.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

1.2.0 Clarification and Amendment of RFP Documents

Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or

electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

1.3.0 Preparation of Technical Proposal

1.3.1 The Consultants proposal shall be written in English language

1.3.2 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.

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

1.3.5 The Technical Proposal shall not include any financial information.

1.4.0 Preparation of Financial Proposal

- 1.4.1 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.
- 1.4.2 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.
- 1.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 1.4.4 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.
- 1.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations

within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

1.5.0 Submission, Receipt, and Opening of Proposals

- 1.5.1 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.
- 1.5.2 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.
- 1.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 1.5.4 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.
- 1.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

1.6.0 Proposal Evaluation General

- 1.6.1 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.
- 1.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

1.7.0 Evaluation of Technical Proposal

- 1.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

Points

- (i) Specific experience in Insurance Risks Assessment Services of the firm. (30 marks)
- (ii) Experience and qualifications of the proposed staff for the assignment. (25marks)
- (iii) Adequacy of the proposed work plan and methodology. (30marks)
- (iv) Financial Capability (10marks)
- (iv) Ability to transfer Knowledge (5 marks)

Total Points 100

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

1.8.0 Public Opening and Evaluation of Financial Proposal

- 1.8.1 After Technical Proposal evaluation , the Client shall notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 1.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 1.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced 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.
- 1.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be

required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

- 1.8.5 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.

- 1.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 1.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 1.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
- 1.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

1.9.0 Negotiations

- 1.9.1 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.
- 1.9.2 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.
- 1.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 1.9.4 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.

1.9.5 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.

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

2.10.0 Award of Contract

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

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

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

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

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

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

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

2.11.0 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.

2.12.0 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the

assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

APPENDIX TO INFORMATION TO CONSULTANTS

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.

Appendix Ref. No	ITC Clause No	Amendments of, and Supplements to, Clauses in the Information to Consultants
A. Introduction		
1.	2.1.1	The name of the client is The Kenya Electricity Generating Company PLC (KenGen) .
2.	2.1.1	The Method of Selection is Quality and Cost Based Selection , where the highest technically compliant consultant shall be invited for negotiations and be recommended for award. The guideline is Public Procurement and Asset Disposal Act, 2015
3.	2.1.2	Technical and Financial Proposal Requested - YES
4.	2.1.2	Name, Objectives and Description of the assignment are Name : INSURANCE RISK ASSESMENT AND ADVISORY SERVICES . The objectives and description of the works are listed in Section VI- Terms of Reference
5.	2.1.2	Is the Assignment Phased - NO
6.	2.1.3	The name(s), address(es) and telephone numbers of the Client's official(s) The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company PLC KenGen Pension Plaza III, 10th Floor. Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya Email addresses ; tenders@kengen.co.ke,
7.	2.1.7	This RFP document is free of charge and can be downloaded from the KenGen website
8.	2.1.2	The duration of implementation from commencement date of the service to the date Three (3) Months .
B. Clarification and Amendment of RFP document		
9.	2.2.1	Period to respond to request for clarification by the client: at most five (5) days prior to tender closure. Period Prior to deadline for submission of Tenders for Tenderers to request clarification shall be at least 5days prior to deadline
10.	2.2.2	Potential bidders are advised to regularly check KenGen website for any uploaded

		information on this tender. Any issued Addenda/Clarification shall be uploaded by Procuring entity on the website.
C. Preparation of Technical Proposal		
11.	2.3.1	The estimated number of professional staff months required for the assignment is : Three (3) Months
12.	2.3.1	Training is a specific component of this assignment? YES
13.	2.3.1	Additional information in the technical proposal? PROVIDE INDIVIDUAL CONSULTANT'S C.V.
14.		Sequential pagination of all pages of the bid document, i.e. from the beginning to the end of the bid document including those already paginated by KenGen.
D. Preparation of Financial Proposal		
15.	2.4.2	<p>a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.</p> <p>b) Local Taxation</p> <p>i). Nothing in the Contract shall relieve the CONSULTANT and/or his Sub-CONSULTANTS from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.</p> <p>ii). The CONSULTANT shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.</p> <p>iii.) In instances where discussions are held between the Employer and the CONSULTANT regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the CONSULTANT of their responsibility in relation to due diligence on the tax issue as per 3.2 1.2 above.</p> <p>c) Tax Deduction</p> <p>i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the CONSULTANT and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the CONSULTANT with the relevant tax deduction certificates.</p> <p>ii). Where the CONSULTANT is paid directly by the Financiers and the Employer is not able to deduct tax, then the CONSULTANT will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original</p>

		<p>receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the CONSULTANT.</p> <p>d) Tax Indemnity</p> <p>i). The CONSULTANT shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the CONSULTANT to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.</p> <p>ii) The CONSULTANT warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the CONSULTANT's Tax liability arising from the Contract.</p> <p>iii). Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.</p> <p>The rates and prices quoted by the Tenderer shall be fixed during the performance of the Contract.</p>
E. Submission, Receipt and Opening of Proposals		
16.	2.5.2	In addition to the original of the Tender, the CONSULTANT shall submit Two (2) copies of the Tender.
17.	2.5.3	<p>Tenders shall be submitted to :</p> <p>The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company PLC KenGen Pension Plaza III, 10th Floor. Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya</p>
18.	2.5.4	<p>The name and identification of the project is: CONSULTANCY SERVICES FOR INSURANCE RISK ASSESMENT AND ADVISORY SERVICES</p> <p>The tender number is KGN-LEG-01-2018</p> <p>Date and Time for submission is: 3rd December 2018 at 10.00am</p>
19.	2.5.4	The deadline for Tender submission is: 3rd December 2018 at 10.00 a.m. Hours Eastern Africa Time (EAT)
F. Evaluation		
20.	2.7.1	The minimum technical score required to pass is: 60% . The consultants who will score this or above these marks will be invited to witness open of their financial proposals. This will be Quality and Cost Based Selection method , See Evaluation "Schedule 1" for the evaluation criteria.
G. Negotiations, Award & Confidentiality		
21.	2.10.2	The assignment is expected to commence on Contract Signature

22.	2.12	<p>Corruption and ethical standards</p> <p>The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/CONSULTANTS under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and CONSULTANTS and their sub-CONSULTANTS observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:</p> <p>For the purpose of this provision, the following definitions are provided:</p> <ul style="list-style-type: none"> (i). “Corruption” has the meaning assigned to it in the Anti-Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution; (ii). “Fraudulent Practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and deprive the Procuring Entity of the benefits of free and open competition; (iii). “Collusive Practice” means an arrangement between two or more suppliers, CONSULTANTS and sub-CONSULTANTS designed to achieve an improper purpose, including to influence improperly the actions of the Procuring Entity prior to or after Tender submission , designed to establish Tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefit of free and open competition; (iv). “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or sub-CONSULTANT or the property of any of them to influence improperly the actions of a Procuring Entity; (v). “Obstructive Practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation. <p>A Procuring Entity has the right to require that Tenderers, suppliers, and CONSULTANTS and their sub-CONSULTANTS permit persons duly appointed by EACC/PPOA/KNAO to inspect their accounts and records and other documents relating to the Tender submission and contract performance;</p> <p>The Procuring Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract;</p> <p>In pursuit of the policy defined in sub-Clause 44.1,the Procuring Entity will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or Approving Authority or of a beneficiary of</p>
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		<p>the funds during the procurement or the execution of that contract; In the event that the Procuring Entity or Approving Authority does not take timely and appropriate action satisfactory to the Government of Kenya to remedy the situation, then the Director-General may order an investigation of procurement proceedings for the purpose of determining whether there has been a breach of the Public Procurement and Disposal Act, 2015.</p>
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2.7.2: Detailed Evaluation criteria:

No	CRITERIA	mandatory
EXECUTIVE ORDER NO.2	<p>As per executive order no 2. Effective 1st July 2018 all Public Procuring Entities shall maintain and continuously update and publicize through the website of the Public procuring Entity ,e-Citizen ,Public Procurement Regulatory Authority platforms, public notice boards and /official Government publications.</p> <p>In compliance to the above the following list shall form part of the mandatory requirement :</p> <ol style="list-style-type: none"> i. Name of supplier ii. Registration details (ID/Registration/Incorporation Number) iii. PIN Number iv. List of directors, shareholders and beneficial owners(in case of a company) v. Name of proprietor (for sole proprietor and business name) vi. Name of partners (for partnerships) vii. Business contact information (Telephone and Email Address) viii. Postal Address ix. Physical address x. Tax compliance status xi. Business permit /License number xii. County of operations <p>PLELIMINARY MANADATORY EVALUATION CRITERIA</p> <ol style="list-style-type: none"> i. Duly filled mandatory confidential business questionnaire as provided. ii. Submission of the signed and stamped technical proposal submission form. iii. Submission of signed and stamped financial form iv. Submission of one original and <u>two</u> copies of the technical proposal. v. Submission of a sealed financial proposal envelope, clearly labelled, which should contain <u>two</u> financial proposal copies, with filled and signed financial proposal submission form(s). vi. Insurance Regulatory Authority (IRA) Current license for Insurance Brokers, Insurance Loss Adjusters and Insurance Surveyors (Attach a certified copy of current license) vii. Proof of Current Membership from recognized Risk Management, actuarial or Insurance professional body (Attach a certified copy). viii. Must submit three (3) major client letters/references whom Insurance Risk Assessment Consultancy services have been conducted in the last 5 years. Must attach completed reference letter signed, stamped with an email of contact person <p>Bidders <u>must</u> meet the qualification criteria and submit the mandatory requirements stipulated above to qualify to be considered for further Evaluation. Bids received without the above documents will not be evaluated further.</p>	

A. Specific experience in Insurance Risks Assessment Services of the firm:	Points
<ol style="list-style-type: none"> 1. Similar assignment in large organization executing comparable job/ (minimum of 3 assignments including risk assessment including adequacy of covers, warranties and Alternative risk transfer measures.-attached reference letters on client letter head with contact person and should be signed and stamped (10 Marks) 2. Experience of the consulting firm ability to handle Power Generation Risks or Large Corporate risks (attach evidence on client letter head, signed, and stamped, together with telephone number of the contact person or certificate of completion (5 marks)). 3. The period the firm has been in operation:- (10 marks) <ol style="list-style-type: none"> i.10 years and above ----- 10 ii.7 years to 9 years-----7 iii.6 years and below -----5 4. Rating or award by a reputable organization /Agency in respect of providing Insurance or Risk Assessment /Management services (attach evidence (5 marks)) 5. Financial capability minimum turnover Kes.10M Million. (5 mks) 	30

APPENDIX A

B. Experience and qualifications of the proposed staff for the assignment:

1. Minimum qualification of the lead consultant:-

- a. Degree in Insurance, Risk Management, Engineering or Business related discipline.
(Attach certified certificates) **(5 marks)**
- b. Professional qualification in: Diploma from Chartered Institute of Loss Adjusting (ACILA) or Diploma in Risk Management (UK) or Diploma from Chartered Institute of Insurance (ACII) or Associate of Insurance Institute of Kenya (AIIK) or any other recognized Risk Management professional course
(Attach Copies of certified certificate(s)) **(5 marks)**
- c. Experience of the lead consultant in Insurance Risk Assessment and Advisory services/profession. **(5 marks)**
 - i. 10 years and above -----10 (5 marks)
 - ii. 7 years to 9 years-----7 (3 marks)
 - iii. 6 years and below -----5 (2 marks)

2. Any other three (3) staff :-

- a. Degree in Insurance, Risk Management, Engineering or Business related discipline.
(Attached certified certificates) **(5 marks)**
- b. Professional qualification in : Diploma from Chartered Institute of Loss Adjusting (ACILA) or Diploma in Risk Management (UK) or Diploma from Chartered Institute of Insurance (ACII) or Associate of Insurance Institute of Kenya (AIIK) or any other recognized Risk Management professional course
(Attach copies certified certificates) **(5 marks)**

25

<p>C. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference description of the methodology and work plan for performing the assignment.</p> <p>1. a) Under the work plan, Consultant should indicate the Scope of works and estimated duration The assignment is expected to take. Information on the company may be obtained from the website www.kengen.co.ke . The Bidder should provide a reasonable draft schedule of performing the work within the stipulated timeframe. The schedule should include tracking of milestones of the assignments like desktop assessment, site visits, Interim report & final report presentation.(15 marks)</p> <p>b) Proposed methodology of Desktop and sites visits assessments (10 Marks)</p> <p>c) Data analysis methodology (5 marks)</p>	30
<p>D) Financial Capability</p> <p>1. The bidder should provide a proof of a having a minimum turnover of kshs.20M for the last two years. Attach a copy of certified audited accounts for year 2016 & 2017 (5 marks)</p> <p>2. Evidence of having completed at least one insurance risk assessment and advisory services assignment of an organization with Assets valued over kshs.500 Million.(Attach certified completion certificate or copy of Contract or Award Letter) (5 marks)</p>	10
<p>E) Ability to transfer knowledge. Indicate clearly the resources available and the mode of knowledge transfer(5 Marks)</p>	5
<p>Total Points</p>	100

The minimum technical score required to pass: 60%

2.8.5. Technical proposal weight – 60

Financial proposal weight – 40.

Formula for the financial proposals evaluation: see 2.8.5.

SECTION III
TECHNICAL PROPOSAL

Table of Contents

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

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

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

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. FIRM'S REFERENCES
Relevant Services Carried Out in the Last 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 of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Approx. Value of Services (Kshs)
Completion Date (Month/Year):	
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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: _____

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 organizations, titles of positions held, and locations of assignments.]

Certification:

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

_____ Date:

[Signature of staff member]

_____ Date;

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV
FINANCIAL PROPOSALS

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

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

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
 :
 _____ *[Name and Title of Signatory]:*
 _____ *[Name of Firm]*
 _____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	<div style="border-bottom: 1px solid black; height: 10px; width: 80%; margin-bottom: 5px;"></div>
Reimbursable	
Miscellaneous Expenses	
Subtotal	

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

5. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ <hr style="width: 20%; margin-left: 0;"/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

**SECTION VI:
STANDARD FORMS OF CONTRACT**

a. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. SMALL ASSIGNMENT _____ Not exceeding Ksh. 5,000,000

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ *[Insert starting date of assignment]*, by and between

_____ *[Insert Client’s name]* of [or whose registered office is situated at/ _____ *[insert Client’s address]*/(hereinafter called “the Client”) of the one part AND

_____ *[Insert Consultant’s name]* of [or whose registered office is situated at] _____ *[insert 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
The Consultant shall provide the personnel listed in Appendix A, “Consultant’s Personnel,” to perform the Services.
 - (ii) Appendix B, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract
 - (iii) The Consultant shall submit to the Client the reports in the form and Within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”
2. **Term**

The Consultant shall perform the Services during the period three months after signing the contract.
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.)

- Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the inception report methodology, and schedule of the terms of reference with clear timelines
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report which captured clients terms of reference
- Thirty five (35) percent of the lump-sum amount shall be paid upon approval of the final report.

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date 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.

4. Project Administration

A. Coordinator.

The Client designates **Chief Insurance Officer** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

- | | |
|--|--|
| 5. Performance Standards | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. |
| 6. Confidentiality | The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 7. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. |
| 8. Consultant Not to be Engaged in certain Activities | The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with 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 chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party. |

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix B: Terms of Reference and Scope of Services- as below.

SECTION V:

TERMS OF REFERENCE

5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

(a) Background

Kenya Electricity Generating Company PLC (KenGen) is a publicly listed Company on the Nairobi Stock Exchange (NSE), with the Government of Kenya (GoK) owning 70%, and 30% by the public. It was incorporated in 1954 under the Companies Act (Cap 486) as Kenya Power Company (KPC) and re-launched as KenGen in 1998 following the implementation of the reforms in the electric power sub-sector. Its core business is generation of electric power.

KenGen has an installed capacity (name-plate rating) 1617.8 Megawatts (MW) made up of hydropower, geothermal, thermal and wind. It controls about 75% of the electric energy sales market in Kenya with the Independent Power Producers (IPPs), mainly thermal and geothermal, accounting for the supply of the balance. Kenya Power (KP), formerly Kenya Power & Lighting Company (KPLC) is the sole buyer of electricity generated by KenGen and the IPPs, under separate power purchase agreements. The Energy Regulatory Commission (ERC) undertakes the regulatory functions in the sub-sector, with the Ministry of Energy (MoE) being responsible for policy matters.

KenGen Operational Facilities

KenGen's generation system comprises of Hydroelectric, Geothermal, Thermal and Wind power generation sources. Table 1 below details the installed capacity per generation mode;

Generation Mode	Installed Capacity (MW)
Hydro:	819.9MW
Diesel & Gas:	253.0MW
Geothermal	518.8MW
Wind:	25.5MW
Total	1,617.2MW

(b) Objectives of the assignment:

The overall objective of this consultancy service is to contract for Insurance Risk assessment and Advisory services. A consultant(s) shall review the existing Insurance programs and come up with effective Insurance programs to optimize Insurance cost without compromising risk protection.

The selected consultant shall conduct a thorough review of the existing Insurance programs and risk reduction/mitigation measures to minimize risk exposure, in view of reducing insurance premium cost, likelihood of insured peril occurring and advise on other suitable alternative risk transfers that KenGen can apply.

The consultant will further walk with the Insurance team and on guide the development of relevant documentation, procedures, Insurance Policy Framework, risk notes of engagement with the Insurance Brokers, and Insurance Companies. The consultants should demonstrate ability to handle these requirements.

(c) Scope of the Services,

- I. Analyze insurable and emerging risks exposure to KenGen
- II. Advice which risk KenGen can retain
- III. Analyze risks retained and transferred through insurance
- IV. Review our mitigation measures and recommend ways of minimizing risks in discussion with the risk owners with a view to obtaining better rating from the Insurance Regulatory Authority.
- V. Assess the scope of policies currently held by KenGen and advice on adequacy.
- VI. Review the existing Insurance policies and give guidance on the policy wordings, the best terms, extensive clauses, endorsement, warranties, terms and conditions.
- VII. Recommend suitable insurance policies locally and internationally to cover KenGen's insurable risks.
- VIII. Recommend how KenGen can reduce Insurance cost without compromising the coverage.
- IX. Recommend best reinsurance programs suited for KenGen's Risks.
- X. Review the Capacity of local underwriters in handling KenGen's risks and offer advice on offshore insurance services permitted by the Insurance Regulatory Authority.
- XI. Review adequacy of reinsurance arrangements and Maximum Event Retention held by KenGen's current and potential local Underwriters.

- XII. Advise KenGen on the current changes in the Insurance underwriting markets
- XIII. Develop Insurance Policy framework for KenGen
- XIV. Advise on any regulatory compliance expected from KenGen
- XV. Appraise the mode of handling insurance services and claims management against industry's best practices and make recommendations.
- XVI. Establish probability of self-insurance based on the exposure to risk (captive management)
- XVII. Determine the Maximum Probable Loss (MPL) for KenGen
- XVIII. Recommend on Cyber risk Insurance covers available in the local market industry

(d) Assignment duration should be a maximum of three months

(e) Data Services, Personnel and Facilities to be provided by the Client:

The client will provide the consultant with counterpart and liaison staff.

The consultant must inform KenGen of any change in the composition of team members for the consultancy and training. In case of failure to inform about changes in the composition of team members, KenGen retains the right to cancel or modify the original contract

(g) Terms of Payment.

The Client shall make payments to the Consultant in accordance with the provisions of the Contract. The following is a guide for payment:

- I.* Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the inception report methodology, and schedule of the terms of reference with clear timelines
- II.* Twenty five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- III.* Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report which captured clients terms of reference
- IV.* Thirty five (35) percent of the lump-sum amount shall be paid upon approval of the final report.

Appendix C: Consultant's report

The consultant is expected to give report based on the terms of reference and objectives.

The report should be provided in the following manner;

- I. Inception Report
- II. Interim report
- III. Draft report with client comments
- IV. Final Report incorporating the client's comments

The consultant shall submit two (2) hard copies and one soft copy.

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation /
Registration No.Location of business premises:
Country.....
Physical address
Town.....Building.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (*Full Names*) Direct / Mobile No's.....
Title Power of Attorney (**Yes / No**)
If **yes**, attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
Value Added Tax No.....
Value of the largest single assignment you have undertaken to date (**US D/KShs**)
Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)
Name (s) of your banker (s)
Branches..... Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names
Nationality..... Country of Origin.....
.....
Company Profile (*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.
Company Profile (*Attach brochures*)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public
Company Profile (Attach brochures or annual reports in case of public companies)
State the nominal and issued capital of the Company
Nominal KShs
Issued KShs
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....
2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.
Full Names
Signature
Dated thisday of20.....
In the capacity ofDuly authorized to sign
Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:
Full Names
Signature
Dated thisday of20.....
In the capacity ofDuly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-
a)
b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.
Signed
For and on behalf of M/s
In the capacity of
Dated thisday of20.....
Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)

For and on behalf of M/s

In the capacity of

Dated thisday of20.....

Suppliers' / Company's Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the

Firm? Yes/No*Delete as necessary*) Institution

(Title)..... (Signature)..... (Date).....

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the years prescribed.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail Address	Cell phone No.
1							
2							

Part 2 (i) declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2018.

Suppliers' / Company's Official Rubber Stamp.....