**ETHICS AND ANTI- CORRUPTION COMMISSION**



**REQUEST FOR PROPOSAL**

**FOR**

**PROVISION OF CONSULTANCY SERVICES ON ENTERPRISE RISK MANAGEMENT**

**TENDER NO. EACC/12/2020-2021**

 **IFMIS NO: 830660**

**DEADLINE FOR SUBMISSION: 30th November 2020 at 10.00am**

***INTEGRITY CENTRE***

***Valley Rd/Milimani Rd Junction***

***P.O Box 61130-00200, Nairobi, Kenya***

***Tel: 2717318/310722 fax 254 (020) 2719757***

***Email:*** ***eacc@integrity.go.ke***

***SERIAL NO. ………….***

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**SECTION I: INVITATION TO TENDER**

1. **The Ethics and Anti-Corruption Commission** invites bidders to submit proposals through IFMIS from eligible firms for provision of Consultancy Services On Enterprise Risk Management.
2. Further information as pertains to this request for proposal may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: Deputy Director, Supply Chain Management, Tel: +254 20 4997000, 0709781000, 0730997000. Integrity Centre, Jakaya Kikwete/ Valley Road Junction P.O Box 61130-00200 Nairobi. Email. supply-chain@integrity.go.ke
3. A complete set of Request for Proposal documents containing detailed information may be obtained from Integrity Centre, Jakaya Kikwete/ Valley Road Junction. Supply Chain Management Department, Ground Floor for free.
4. The Technical Proposal and Financial proposal are to be attached in IFMIS from supplier technical site. Attach the document as a continuous scan. The proposal is to be received on or before 30th November, 2020 at 10:00 am.
5. The Technical Proposals will be evaluated through IFMIS and results posted. The Financial Proposals for bidders meeting the technical requirements will be evaluated also through IFMIS and results posted too.
6. Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in
Kenya shillings and shall remain valid for a period of 120 days from the closing date of
the Request for Proposal.
7. Tender Security will be required for this tender.
8. Bidders are required to serialise all the pages of the bid document submitted including any addendum, appendixes and attachments.

**The Secretary/Chief Executive Officer**

**Ethics and Anti-Corruption Commission**

**SECTION II – INFORMATION TO CONSULTANTS (ITC)**

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**2.1 Introduction**

2.1.1 The Procuring Entity will select a firm among those invited to submit a proposal,
 in accordance with the method of selection detailed in the appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial
 Proposal, as specified in the Appendix “ITC” for consulting services required for
 the assignment named in the said Appendix. The proposal will be the basis for
 contract negotiations and ultimately for a signed contract with the selected firm.

2.1.3 The consultants must familiarise themselves with local conditions and take them
 into account in preparing their proposals. To obtain first-hand information on the
 assignment and on the local conditions, consultants are encouraged to liaise with
 the Client regarding any information that they may require before submitting a
 proposal and to attend a pre-proposal conference where applicable. Consultants
 should contact the officials named in the Appendix “ITC” to arrange for any visit
 or to obtain additional information on the pre-proposal conference. Consultants
 should ensure that these officials are advised of the visit in adequate time to
 allow them to make appropriate arrangements.

2.1.4 The Procuring Entity will provide the inputs specified in the Appendix “ITC”,
 assist the firm in obtaining licenses and permits needed to carry out the services
 and make available relevant project data and reports.

2.1.5 Please note that:

1. The costs of preparing the proposal and of negotiating the
 Contract, including any visit to Procuring Entity are not reimbursable as a direct cost of the assignment; and
2. The Client is not bound to accept any of the
 proposals submitted.

2.1.6 The Procuring Entity’s employees, committee members, board members and
 their relatives (spouse and children) are not eligible to participate.

2.1.7 The Procuring Entity shall allow the tenderer to review the tender document free
 of charge before purchase.

**2.2 Clarification and Amendment of RFP Documents**

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

2.2.2 At any time before the submission of proposals, The Procuring Entity may for
 any reason, whether at its own initiative or in response to a clarification
 requested by an invited consultant(s), 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
 Procuring Entity may at its discretion extend the deadline for the submission of
 proposals.

**2.3 Preparation of Technical Proposal**

2.3.1 The Consultant’s proposal shall be written in English language

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

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

1. 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.
2. 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.
3. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
4. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
5. 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:

1. A brief description of the firm’s organisation 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.
2. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by The Procuring Entity.
3. A description of the methodology and work plan for performing the assignment.
4. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
5. CVs recently signed by the proposed professional staff and the authorised 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 five (5) years.
6. 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.
7. Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

**2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account
 the requirements and conditions outlined in the RFP documents. The Financial
 Proposal should follow Standard Forms (Section V). It lists all costs associated
 with the assignment including; (a) Setup costs, Transport Costs,

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

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

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

2.4.5 The Proposal must remain valid for 120 days after the submission date. During
 this period, the consultant is expected to keep available, at his own cost, the
 professional staff proposed for the assignment. The Procuring Entity will make
 its best effort to complete negotiations within this period.

**2.5 Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and the Financial Proposal; see Paragraph 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 initialled by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated
 in Appendix “A”. Each Technical Proposal and Financial Proposal shall be
 marked **“ORIGINAL”** as appropriate.

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

 **All submissions MUST be done through IFMIS**

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

2.5.5 After the deadline for submission of proposals, the outer envelope and the
 Technical Proposal shall be opened immediately by the opening committee. The
 Financial Proposal shall be marked with the consultant’s number allocated at the
 time of opening of the outer envelope and the Technical proposals but shall
 remain sealed and in the custody of a responsible officer of the procuring entity
 up to the time set for opening it.

**2.6 Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any
 consultant wishes to contact the procuring entity 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 procuring entity in the proposal
 evaluation, proposal comparison or Contract award decisions may result in the
 rejection of the consultant’s proposal.

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

**2.7 Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the procuring entity shall evaluate the
 proposals on the basis of their responsiveness to the Terms of Reference,
 applying the evaluation criteria:

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”.

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, meet the mandatory requirements or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”. The consultant may be asked as part of their evaluation to demonstrate their proposal or arrange a visit to an institution where similar services have been provided. This will be at the discretion of the procuring entity. A tenderer must score a minimum of 75% to qualify.

**2.8 Public Opening and Evaluation of Financial Proposal**

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

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

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

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

Sf = 100 X 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 = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - S = St x T % + Sf x P %. **The firm achieving the highest combined technical and financial score will be invited for negotiations.**

2.8.5 The tender evaluation committee shall evaluate the tender within 15 days from
 the date of opening the tender.

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

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

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

**2.9 Negotiations**

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

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

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

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

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

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

**2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the procuring entity 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:

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

**2.11 Confidentiality**

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

**2.12 Corrupt or fraudulent practices**

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

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

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

**Appendix to Information to Consultants (ITC)**

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

|  |  |
| --- | --- |
| **INFORMATION****TO****CONSULTANTS****REFERENCE** | **PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS** |
| 2.1.1 | The name of the Client is: **Ethics and Anti-Corruption Commission;** The method of selection is: **Quality and Cost Based Selection** |
| 2.1.2 | Technical and Financial Proposals will be required and Submitted in IFMIS as continuous scan.All proposal documents must attach on Supplier technical site in IFMIS for evaluation purposes |
| 2.1.3 | The name, address and telephone numbers of the Client’s official(s) is:**Deputy Director, Supply Chain Management Services (Tel: +0709781181),**Integrity Centre, Ground Floor between 9:00 am and 5:00 pm during working days. |
| 2.1.4 | The bidder will work in consultation with the client when implementing |
| 2.1.6 | The Procuring Entity employees, committee members, board members and their relatives (spouse and children) are not eligible to participate. Further former employees, committee members and board members who have left the EACC within the last one year are not eligible to participate in this request for proposal. |
|  | Tender Security will be required for this tender. |
| 2.3.3 | 1. The minimum required experience of proposed professional staff is: three (3) years
2. Training is not a specific component of this assignment
 |
| 2.3.4(vii) | Appendix A is not applicable |
| 2.4.5 | The Proposal must remain valid for **120 days** after the submissiondate. |
| 2.5.3 | Proposal Must be submitted through IFMIS on or before 30 **November 2020,** **at 10.00am. Any clarification may be sought through email :** **supply-chain@integrity.go.ke.**  |
| 2.5.4 | Proposals must be submitted no later than 30 **November, 2020 at 10.00** am. |
| 2.6.1 | The address to send information to the Client is: **Ethics and Anti-Corruption Commission, P.O. Box 61130 - 00200, Nairobi, Kenya, Tel. 0709781000or 0730997000 Email:** **supply-chain@integrity.go.ke.** |
| 2.8.1 | The opening of Financial proposals will be done through IFMIS after meeting the minimum technical qualifying mark.  |

**2.7.1 EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSALS**

The received RFP will be evaluated in stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;

2. Stage 2: Compliance with Technical requirements

3. Stage 3: The Financial Evaluation

**Stage 1: Compliance with the Mandatory Requirements (MR)**

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request to proposals that will include:

|  |  |  |
| --- | --- | --- |
| **No** | **Requirements** | **YES/NO** |
| MR 1 |  Must Provide a company’s certificate of incorporation/Registration |  |
| MR 2 | Duly filled Confidential Business Questionnaire as provided in theTender Document |  |
| MR 3 | Must submit a valid and current CR12 |  |
| MR 4 | Upload Tender Security of Kes.20,000/= in the format provided in IFIMIS and the original submitted to EACC valid for 150 days from the tender closing date. The original tender security MUST be dropped in the tender box at Integrity Centre, Ground Floor while a scanned copy MUST be attached to the bid documents and submitted through IFMIS. |  |
| MR 5 | Must submit a valid and current registration from ICPAK for all proposed staff for the project. |  |
| MR 6 | Must submit a valid and current registration from Institute of Internal Auditors for all proposed staff for the project. |  |
| MR 7 | Must submit a dully filled up self-declaration form in format provided |  |
| MR 8 | Must Provide a valid Tax Compliance Certificate |  |
| MR 9 | Must submit the proposal through the IFMIS system |  |
| MR 10 | Provide two dedicated staff and phone Numbers who will be in contact with the client. (*Should be senior and authorized to make decisions*)  |  |
| MR 11 | Must provide signed and stamped form of tender in the format provided |  |
| MR 12 | Duly signed and stamped price schedule in the format provided.  |  |
|  Note that all requirement above and those in the technical evaluation **MUST** be attached in the **IFMIS** as ‘**form supplier technical’** |

**Stage 2: Compliance with the Technical Requirements**

Proposals meeting all the mandatory requirements will be subjected to technical evaluation based on the criteria given below:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Criteria** | **Score** | **Weight** |
| **1.** | **Experience of the firm related to assignment** |  |  |
| 2.1 | Demonstrate experience in the provision of at least three (3) Consultancy services in enterprise risk management.The firm to provide a proven track record of having done consultancy Services. (Provide evidence, LPOs, Contracts done in the last five (5) years; ). | 3 assignments and above -20 pointsLess than 3 prorated  | 20 |
| **2.2** | **Approach and Methodology** – To Provide methodology of Implementation in conformation with TORs including proposed program indicating duration of each activity and completion dates and draft work plan. | Provided 20 mksNot provided 0 marks | 20 |
| 2.3 | At least 5 years in Consultancy of similar nature to be based the first Consultancy services in enterprise risk management. (Provide contract as proof). |  5 years and above:15Less than 5 prorated | 15 |
| 2.4 | Provide Evidence of Physical location. Provide lease, Utility bills, rent payment receipts, title deed etc | Evidence Provided.5 mksNot Provided (Zero Marks) | 5 |
| **3.** | **Qualifications and experience of key staff** | **Scores** |  |
| 3.1 | Relevant academic qualifications and background of the lead employees: At least a Degree in a business related discipline and CPA(K) - provide signed CV and copies of certificates of two employees. | Bachelor’s Degree and CPA(k) and above -10 mks for each Diploma holderswith CPA(k) – 5 for each  Others -Nil | 20 |
| **4.** | **Capacity** |  |  |
| 4.1 | Financial reportAudited financial report (last two (2) years, ,2019 and 2018)* + 1. **Average Annual Turn-over**

Average Annual Turn-over of Kes 2,000,000 ---5 marks for each yearAverage Annual Turn-over of Kes 1,000,00 - 2,000,000---3 marks for each yearAverage Annual Turn-over of Kes less than 1,000,000---1 marks for each year* 1. ***Current ratio:***

*Current ratio:* Current Assets/Current Liabilities ratio of 2:1 - 5 marks for each *Current ratio:* Current Assets/Current Liabilities ratio of 1:1 - 2 marks for each Otherwise 0 | 20 |
| **Total** | **100** |

Those who will score 75% and above for both the Technical Evaluation and Presentation
will have their financial proposals opened and evaluated. The others will be returned
un-opened.

**Stage 3: Financial Evaluation**

Bidders scoring 75% and above in the technical evaluation will be subjected to financial evaluation.

3.8.1 The Evaluation Committee will determine whether the financial proposals are
complete. 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.

3.8.2 The formulae for determining the financial score (SF) shall be as follows:

Sf = 100 x fm/f,

**where;** fm = the lowest fees quoted, and f = the fees of the proposal

under consideration.

**The lowest fees quoted will be allocated maximum score of 100.**

3.8.3 The formulae for determining the Financial Score (Sf) shall be as follows: -

Sf = 100 X 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 = I). The combined technical and financial score, S, is calculated as follows: - S = St x T % + Sf x P %. The firm achieving the highest combined technical and financial score will be awarded or invited for negotiations.

T - Weighting for technical score - 80

P - Weighting for Financial Score - 20

# **SECTION III: TERMS OF REFERENCE**

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**ETHICS AND ANTI-CORRUPTION COMMISSION (EACC)**

**REQUEST FOR PROPOSALS FOR** **PROVISION OF CONSULTANCY SERVICES ON ENTERPRISE RISK MANAGEMENT**

The Ethics & Anti-Corruption Commission (EACC) is a public body established under Section 3 (1) of the Ethics and Anti-Corruption Commission Act, 2011.

The Commission intends to procure consultancy services on Enterprise Risk Management to assist in the development of an Enterprise Risk Management Framework and other related policies, procedures and guidelines which will be used in the risk management activities of the Commission.

**Main objectives of the Consultancy include the following;**

The assignment will cover but not limited to the following:

1. Development and Documentation of Risk Management Policy Framework.
2. Development of risk registers for all directorates, departments and regional offices.
3. Facilitate development of suitable corporate risk management tools, techniques, practices and processes that would be applied across the entire Commission.
4. Develop business continuity policy and plans
5. Undertake capacity building within the Commission on Enterprise Risk Management through training.

**Deliverables**

1. Preparation of an inception report
2. Sensitization and training of Commissioners and Senior Management (Report)
3. Delivery of Enterprise Risk Management Framework (document)
4. Capacity building through training of Risk Champions drawn from Commission’s departments and regional offices (Report)
5. Risk registers for each department and regional office (documents)
6. Business Continuity plans for each functional unit in the Commission (document)

# IV: TECHNICAL PROPOSAL

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**4.1: TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date]

To: Secretary/CEO
Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **for PROVISION OF CONSULTANCY SERVICES ON ENTERPRISE RISK MANAGEMENT** In accordance with your Request for Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal attached differently in IFMIS.

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]*

### 4.2: FIRM’S REFERENCES

**Relevant Services Carried Out in the Last Three 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 YourFirm/Entity(profiles): |
| Name of Client: Clients contact person for the assignment. |
| Address:No of Staff-Months; Duration ofAssignment: |
| Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs)(Month/Year): |
| Name of Associated Consultants. If any:No of Months of ProfessionalStaff provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and FunctionsPerformed: |
| 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)*

**4.3: COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE
PROVIDED BY THE EACC**

On the Terms of Reference:

1.

2.
3.
4.
5.

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

### 4.4: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR

### PERFORMING THE ASSIGNMENT

### 4.5 TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/Managerial Staff

|  |  |  |
| --- | --- | --- |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

2. Support Staff

|  |  |  |
| --- | --- | --- |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

4.6: 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:

[Summarise college/university and other specialised 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 organisations, titles of positions held, and locations of
assignments.]

Certification:

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

 [Signature of staff member]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Signature of authorised representative of the firm]

Date:

Full name of staff member:
Full name of authorised representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# SECTION V: 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, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
2. The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
3. The financial proposal should be prepared using the Standard forms provided in this part

# SECTION V: FINANCIAL PROPOSAL STANDARD FORMS

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5.1 Financial proposal submission Form 28

5.2 Summary of costs 29

5.3 Reimbursable expenses 30

### 5.1: FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date]

To: Secretary/Chief Executive Officer,

Ethics and Anti-corruption Commission

P.O. Box 61130 - 00200 Nairobi, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **PROVISION OF CONSULTANCY SERVICES ON ENTERPRISE RISK MANAGEMENT** in accordance with your Request for Proposal dated ………………….and our Proposal. Our attached Financial Proposal is for the sum of Kenya shillings \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

 [Authorised Signature]

 [Name and Title of Signatory]

 [Name of Firm]

 [Address]

### 5.2: SUMMARY OF COSTS

|  |  |  |
| --- | --- | --- |
| Costs | Taxes | Total Amount(s) |
|  |  |  |

### 5.3: BREAKDOWN OF PRICE PER ACTIVITY

Break Down the above stated total costs.

|  |  |
| --- | --- |
| Activity NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Price Component | Amount(s) |
| Subtotal | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# FORM OF TENDER

TENDER NO. EACC/12/2020-2021 Date: ……………………..

**To:** THE SECRETARY/CEO

 Ethics and Anti-Corruption Commission,

 P. O. Box 61130 - 00200

 NAIROBI

**Gentlemen and/or Ladies:**

1. Having examined the tender documents including Addenda Nos. ………………………………. [Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the **PROVISION OF CONSULTANCY SERVICES ON ENTERPRISE RISK MANAGEMENT**

 in conformity with the said tender documents for the sum of…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..(total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by EACC.

4. We agree to a bid by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 20

 [Signature] [In the capacity of]

Duly authorized to sign tender for an on behalf of

**SECTION VI: SAMPLE CONTRACT FOR CONSULTING SERVICES - SMALL ASSIGNMENTS - LUMPSUM PAYMENTS**

# CONTRACT FORM

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_[
by and between Ethics and Anti-corruption Commission whose registered office is situated at Integrity Centre Valley Road of the one part AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of [or whose registered office is situated at]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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:

|  |  |  |
| --- | --- | --- |
|  | Services | * + 1. The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
		2. The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
		3. 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.”
 |
|  | Term | The Consultant shall perform the Services during the period commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_ and continuing through to\_\_\_\_\_\_\_\_\_\_\_\_\_, or any other period(s) as may be subsequently agreed by the parties in writing. |
|  | Payment | A. CeilingFor Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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 PaymentsThe schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.) Kshs………..………….upon the Client’s receipt of a copy of this Contract signed by the Consultant; Kshs………..…………. upon the Client’s receipt of the draft report, acceptable to the Client; and Kshs………..………….upon the Client’s receipt of the final report, acceptable to the Client. Kshs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total C. Payment ConditionsPayment 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. |
|  | Project Administration | A. CoordinatorThe Client designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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. ReportsThe 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. |
|  | 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. |
|  | 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.  |
|  | 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.  |
|  | 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. |
|  | Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
|  | Assignment | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent. |
|  | Law Governing Contract and Language | The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English. |
|  | 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 CONSULTANTFull name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | FOR THE CLIENTFull name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

|  |
| --- |
| Part 1 – GeneralBusiness Name ………………………………………………………………………………............Location of Business Premises …………………………………………………………………………Plot No. ………………………………………………………………………………………….Street/Road ………………………………………………………………………………………….Postal address ………………………………………….. Tel. No. ………………………………. Fax ……………………………………………………… Email ………………………………….Nature of Business ……………………………………………………………………………………….Registration Certificate No. ………………………………………………………………………………Maximum value of business which you can handle at any one time – KShs ……………………………………………………………………………………………………………………….Name of your bankers …………………………………………………………………………………….Branch …………………………………………………………………………………………………………. |
| Part 2 (a) - Sole ProprietorYour name in full: ………………………………………………. Age: ………………………………Nationality: ……………………………………… Country of origin: ………………………………Citizenship details: …………………………………………………….. |
| Part 2 (b) – PartnershipGiven details of partners as follows:Name Nationality Citizenship details Shares1. ……………………………………………………………………………………………………………….
2. ……………………………………………………………………………………………………………….
3. ……………………………………………………………………………………………………………….
4. ……………………………………………………………………………………………………………….
 |
| Part 2 (c) - Registered CompanyPrivate or PublicState the nominal and issued capital of companyNominal Kshs.Issued Kshs.Give details of all directors as follows:Name Nationality Citizenship details Shares1. ………………………………………………………………………………………………………………..2. ………………………………………………………………………………………………………………..3. ………………………………………………………………………………………………………………..4. ……………………………………………………………………………………………………............ |
| Date………………………………………. Signature of Candidate…………………………………… |

### LETTER OF NOTIFICATION OF AWARD

Ethics and Anti-Corruption Commission

P.O. Box 61130 - 00200 Nairobi, Kenya

To:

RE: Tender No.:

Tender Name:

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

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

2. The contract/contracts shall be signed by the parties within 30 days of the date of
 this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*

SIGNED FOR ACCOUNTING OFFICER

### SELF-DECLARATION FORM

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ………....………………………… (insert name of the Company) who is a Bidder in respect of Tender No. ………………….. for ……………………..(insert tender title/description) for ………………( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………..( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………..(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

|  |  |  |
| --- | --- | --- |
| ………………………………… | ………………………… | ……………………… |
| (Title) | (Signature) | (Date) |

Bidder’s Official Stamp