



**PROCUREMENT OF CONSULTANCY  
SERVICES FOR KENYA ROADS BOARD  
INSURANCE RISK ASSESSMENT**

**KRB/1033/2020-2021**

**(OCTOBER 2020)**

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## **SECTION I - LETTER OF INVITATION**

- 1.1 Kenya Roads Board invites proposals for consultancy services for Insurance Risk Assessment.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of *Invitation*
  - Section II - Information to Consultants
  - Section III - Technical Proposal
  - Section IV - Financial Proposal
  - Section V - Terms Of Reference
  - Section VI - Sample Contract Form
  - Section V11 - Confidential Business Questionnaire
  - Section V111- Anti-corruption Pledge
  - Section 1X - Self-Declaration for Debarment
- 1.3 Please confirm whether or not you will submit a proposal for the assignment.

Yours sincerely,

Rashid Mohamed, MBS  
**Ag: EXECUTIVE DIRECTOR**

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

**Tenderers are informed that the information under Section II is standard. It is important to refer to Appendix to Instructions to Consultants which amends and complements the provisions of Section II**

### **2.1 Introduction**

2.1.1 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.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

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

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

- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

### ***RFP Documents for Insurance Risk Assessment***

- (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 majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

**2.3.5** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

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

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

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

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

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

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

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

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

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

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a

responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 **Proposal Evaluation General**

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

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

## 2.7 **Evaluation of Technical Proposal**

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

- |                                                                                                   | <b>Points</b> |
|---------------------------------------------------------------------------------------------------|---------------|
| (i) General and Specific experience of the consultant related to the assignment –                 | 15 points     |
| (ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference - | 35 points     |
| (iii) Qualifications and competence of the key staff for the assignment -                         | 50            |

### **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"

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

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying

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

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

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

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms will have exclusive preference in procurements below Kshs.50 million as follows:

- i) 6% of the evaluated price of the tender where the percentage of shareholding of the locals is less than twenty per cent
- ii) 8% of the evaluated price of the tender where the percentage of shareholding of the locals is less than fifty one per cent and above twenty per cent
- iii) Proof of local ownership shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

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

$Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under

consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

## **2.9 Negotiations**

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

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

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

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

will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

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

## **2.10 Award of Contract**

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

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

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

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

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

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

## **Appendix to Instructions to Consultants - Section 11**

### **Clause Reference**

2.1.1 The name of the Client is: KENYA ROADS BOARD

2.1.1 The method of selection is: Quality and Cost Based Selection (QCBS)

2.1.2 Technical and Financial Proposals are requested: **YES**

The name, objectives, and description of the assignment are:

PROCUREMENT OF CONSULTANCY SERVICES FOR INSURANCE RISK ASSESSMENT.

2.1.3 A pre-proposal conference will be held: **NO**.

The name(s), address(es) and telephone numbers of the Client's official(s) are:

Hamoud Mguza,  
Manager, Human Resources & Administration,  
Kenya Roads Board,  
3<sup>rd</sup> Floor, Kenya Re-Towers off Ragati Road,  
box 73718-00200, Nairobi, TEL: 2722865/6/8, FAX: 2723161 , E-MAIL  
[hmguza@krb.go.ke](mailto:hmguza@krb.go.ke) or [info@krb.go.ke](mailto:info@krb.go.ke)

2.1.4 The Client will provide the following inputs:

1. The client will be available to clarify any matters that may arise.
2. Provide information required for the assignment within reasonable time of request
3. Provide timely comments to documents prepared by the Consultant for the assignment.

2.1.7 The price to be charged for the tender documents is **NIL**

2.3.3 (iii) The team leaders should preferably be permanent employees of the consultant.

(iv) The staff months of the key personnel will correspond with

the activity work schedule during the three (3) months consultancy period.

2.3.4 (vii) Training is not a specific component of this assignment: -  
**No**

**Additional information in the Technical Proposal includes:**

- i. Bidders to provide a list of **three** references that they have been engaged in similar assignment over the **last ten years** using the format attached in **Section 111**.
- ii. Bidders to attach signed letters of recommendations from three references that they have been engaged in similar assignment over the last ten years as in **(a) above**.
- iii. Firms should submit detailed company profile including information on physical address, age, size, total technical and administrative staff complement, list of directors and shareholding, branch offices in Kenya in case of a foreign company, firm's membership in professional organizations and any other information relevant to this assignment.
- iv. Bidders should also provide proof of membership in Professional organizations.
- v. Bidders to submit copies of audited accounts for the last two years certified by a certified public accountant.
- vi. Bidders to submit copies of certificates of current business trade licenses from the Nairobi County or any other county.
- vii. Duly signed Anti-Corruption declaration pledge as attached in **SECTION V111**
- viii. Duly signed confidential business questionnaire in the provided format in **SECTION V11**.

**In addition, Bidders must satisfy the following Mandatory requirements failure to which their proposals shall be rejected.**

- (i) Bidders **must** submit a copy of valid tax compliance certificate from Kenya Revenue Authority.

- (ii) Bidders **must** be registered under the relevant law. Proof of registration and incorporation to be indicated by attaching a copy of the certificate.
- (iii) The tender **must** remain valid for 120 days from the date of submission of tender.
- (iv) Bidders to complete declaration form for bankruptcy or insolvency and debarment as attached in **SECTION IX**

2.4.2 Taxes: The proposal must specify and include all taxes.

2.5.2 Consultants must submit “**ONE**” original and “**ONE**” additional copy of technical and financial proposal.

2.5.3 The proposal submission address is:

EXECUTIVE DIRECTOR,  
 KENYA ROADS BOARD, BOX 73718-00200, OFF RAGATI ROAD, UPPER HILL AREA-NAIROBI, TEL: 2722865/6/8, FAX: 2723161.  
 Information on the outer envelope should also include: TENDER NO KRB/1033/2020/21 (PROCUREMENT FOR INSURANCE RISK ASSESSMENT)

2.5.4 Proposals must be submitted on or before 4<sup>th</sup> November, 2020 at 12.00 noon.

2.5.4 The address to send information to the Client is:

EXECUTIVE DIRECTOR, KENYA ROADS BOARD, BOX 73718-00200, OFF RAGATI ROAD, UPPER HILL AREA-NAIROBI, TEL: 2722865/6/8.

2.7.1 The minimum technical score required to pass *is at least 70%.*  
*Bidders who do not score at least 70% in the technical evaluation shall be rejected. The broad criteria for technical evaluation are as the table below:*

<b>Item</b>	<b>Description</b>	<b>Points%</b>
1	General and Specific experience of the consultant related to the assignment	20
2	Adequacy of the proposed work plan and methodology in responding to the Terms Of Reference	30

3	Qualifications and competence of the key staff for the assignment	50
	<b>Total</b>	<b>100</b>

## TECHINAL EVALUATION CRITERIA

The technical evaluation will be guided by the following steps that we intend to go through. As indicated in the document only Firms that score at least 70% or more in the technical evaluation will proceed to the next stage of financial evaluation.

### Technical evaluation process and rating

The technical evaluation will be carried out in accordance with the criteria as indicated in the RFP. The evaluation will be done in panel form by an evaluation committee so that the members will carry out the evaluation preferably in the same room to enable clarification of issues that may arise and also to ease coordination.

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KRB may be able to hire the services of the most highly rated bidder to carry out the assignment.

### Scoring/rating Procedure

Each evaluator will review each and every proposal and score/rate independently. Following these individual evaluations, the committee shall reconvene for moderation.

The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However, individual evaluators have the right to stick to their scores without changing them if they strongly feel so.

### Unforeseen issues

Each evaluator should record any unique issues not captured in the evaluation process that may have a bearing in the total evaluation. If the evaluators feel

strongly that those issues may affect the responsiveness of the tender, the committee will discuss and agree on the next course of action. Material deviation from the TOR, Information that may negate performance of the services etc

### Comments on each firm

Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

### Detailed Technical Evaluation Criteria

<b>A. General and Specific experience of the consultant related to the assignment</b>	
<b>Firms organization and establishment</b>	<b>5</b>
<ul style="list-style-type: none"> <li>- Age of Firm (1 mks)</li> <li>- Office facilities (1 mks)</li> <li>- Staff complement (1 mk)</li> <li>- Firm's turnover for the last two years (2 mks)</li> </ul>	
<b>Sub-total 1</b>	<b>5</b>
<b>General and specific experience of the firm to the assignment</b>	<b>15</b>
<ul style="list-style-type: none"> <li>- Three references that the firm has been engaged in similar assignment over the last ten years (6 mks)</li> <li>- Signed letters of recommendations from three references over the last ten years (9 mks)</li> </ul>	
<b>Sub-total 2</b>	<b>15</b>
<b>Total for the Criteria</b>	<b>20</b>
<b>B. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</b>	
Adequacy of Methodology	22
Time schedule for activity (work plan /time scale)	3
Time Schedule for Key Personnel	3
Completion and Submission of Reports	2
<b>Total for criteria</b>	<b>30</b>
<b>C. Qualifications and competence of the key staff for the assignment</b>	
<b>Team Leader (No 1)</b>	<b>28</b>
<ul style="list-style-type: none"> <li>- Qualifications (Education, registration with relevant professional body)</li> </ul>	10
<ul style="list-style-type: none"> <li>- Experience (post registration experience and</li> </ul>	18

specific experience to the assignment)	
<b>Sub-total for Team Leader</b>	<b>28</b>
<b>Assistant Team Leader/Project Manager (No 1)</b>	<b>18</b>
– Qualifications (Education and membership in relevant professional body)	6
– Experience (post qualification-working experience and specific experience to the assignment)	12
<b>Sub-total for Assistant Team Leader</b>	<b>18</b>
Other support staff (office and technical support staff to assist in undertaking the Consultancy.)	<b>4</b>
<b>Total for the Criteria</b>	<b>50</b>
<b>Grand Total</b>	<b>100</b>

2..8.5 The weights given to the Technical and Financial Proposals are:

$$T = \underline{\hspace{2cm}} (0.70)$$

$$F = \underline{\hspace{2cm}} (0.30)$$

2.8.7 There will be no contract variation.

2.10.2 The assignment which will last a period of twelve (12) months is expected to commence on a date as agreed during negotiations and written in the contract.

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

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

# 1. TECHNICAL PROPOSAL SUBMISSION FORM

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

Our Ref:

Your Ref:

To: Executive Director,  
Kenya Roads Board,  
P.o Box 73718-00200,  
Nairobi

Dear Sir,

**RE: Provision of Consultancy Services for Insurance Risk Assessment.**

We, the undersigned, offer to provide the consulting services for Insurance Risk Assessment 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.

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 Ten Years That Best Illustrate Qualifications

Using the format below, provide information on **THREE** assignments for which your firm either individually, as a corporate entity or in association, was legally contracted in the last **TEN** years. The nature of these assignments should be similar to the present assignments.

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):	Completion Date (Month/Year):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

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

---

On the Terms of Reference:

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

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

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

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

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

<b>Name</b>	<b>Position</b>	<b>Task</b>
	Team Leader	
	Assistant Team Leader/Project Manager	

**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:

\_\_\_\_\_

**N.B CV'S NOT SIGNED BY SELF OR AUTHORISED REPRESENTATIVES AND NOT SUPPORTED BY COPIES OF ACADEMIC/PROFESSIONAL CERTIFICATES ATTACHED SHALL NOT BE EVALUATED**

## 7. TIME SCHEDULE FOR CONSULTANCY AND PROFESSIONAL PERSONNEL

### ACTIVITY (WORK PLAN /TIME SCALE)

Items of activities				
	Three (3) months			
	1 <sup>st</sup> month	2 <sup>nd</sup> month	..... month	3 <sup>rd</sup> Month

**TIME SCALE FOR PROFESSIONAL PERSONNEL**

Name	Position	Activities	Assignments for three months											No of man days
			Month 1	etc									Month 3	
<b>Total no of man days</b>														

**Completion and Submission of Reports**

Reports	Date

## **SECTION IV: - FINANCIAL PROPOSAL**

### **Notes on preparation of Financial Proposal**

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

# 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]*

## SECTION IV: - FINANCIAL PROPOSAL

### 1. SUMMARY OF COSTS

Item	Description	Unit Cost (Ksh)	Total cost (Ksh)
1.	Professional consulting fees		
2.	Miscellaneous Expenses		
3.	Reimbursable costs if any		
4	Other costs		
5	14% VAT		
	<b>Grand summary</b>		

### 2. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s) in Kshs
Remuneration	
Reimbursable if any	
Miscellaneous Expenses	
14% VAT	_____
Subtotal	

### 3. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No:.....		Name.....		
Names	Position	Input (staff months, days or hours as appropriate)	Remuneration rate	Amount
Staff				
(ii)				
(ii)				
14% VAT				
Grand total				

### 4. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel if any				
2.	Road travel if any				
3.	Rail travel if any				
4.	Subsistence Allowance if any				
	14% VAT				
	Grand Total				

## 5. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name:

\_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software  14% VAT  Grand Total				_____

## **SECTION V: TERMS OF REFERENCE**

### **CONSULTANCY FOR KENYA ROADS BOARD INSURANCE RISK ASSESSMENT**

#### **1.0. BACKGROUND**

##### **1.1 Purpose of the Board**

The Kenya Roads Board (KRB) is a statutory body established by the Kenya Roads Board Act No. 7 of 1999. The object and purpose for which the Board is established is to oversee the road network in Kenya and coordinate the maintenance, rehabilitation and development funded by the fund and to advise the Minister on all matters related thereto.”

##### **1.2 KRB Mandates**

*The mandates of KRB are detailed in the Kenya Roads Board Act, 1999 as to:*

- (a) co-ordinate the optimal utilization of the Fund in implementation of programmes relating to the maintenance, rehabilitation and development of the road network;
- (b) Seek to achieve optimal efficiency and cost effectiveness in road works funded by the Fund;
- (c) manage the Fund;
- (d) based on five-year road investment programme approved by the Minister and the Minister for Finance, determine the allocation of financial resources from any other source available to the Board required by road agencies for the maintenance, rehabilitation and development of the road network to ensure that the allocation of funds is pegged to specific categories of roads and that not less than
  - (i) twenty-two percent (22%) of monies from the Fund is allocated equally to all Constituencies in the country to be administered by the Rural Roads Authority;

- (ii) ten percent (10%) of the monies from the Fund is allocated equitably to districts in respect of Rural roads administered by the Rural Roads Authority;
  - (iii) forty percent (40%) of the monies from the Fund is allocated in respect of the national roads to be administered by the National Highways Authority;
  - (iv) fifteen percent (15%) of the monies from the Fund is allocated in respect of the Urban Roads Authority;
  - (v) one percent (1%) of the monies from the Fund is allocated in respect of roads in national parks and reserves to be administered by the Kenya Wildlife Service, and
  - (vi) a maximum of two percent (2%) of the monies from the Fund is allocated in respect of a recurrent expenditure of the Board under section 31(5).
- (e) ensure that the remainder of the monies from the Fund (10%) described in paragraph (d) shall be allocated annually by the Board with the approval of the Minister to road investment programme derived from the five-year road investment programme approved by the Minister responsible for roads and the Minister for Finance.
  - (f) ensure that a maximum of ten percent (10%) of all monies allocated to each road agency is utilized for development purposes by the said agency
  - (g) monitor and evaluate, by means of technical, financial and performance audits, the delivery of goods, works and services funded by the Fund;
  - (h) in implementing paragraph (g), pay due regard to public procurement and disposal regulations and additional guidelines issued or approved by the Minister;
  - (i) recommend to the minister appropriate levels of road user charges, fines, penalties, levies or any sums required to be collected under the Road Maintenance Levy Fund Act, 1993 and paid into the Fund;
  - (j) recommend to the Minister such periodic reviews of the Fuel Levy as are necessary for the purposes of the Fund, and

- (k) Identify, quantify and recommend to the Minister such other potential sources of revenue as may be available to the Fund for the development, rehabilitation and maintenance of roads.

### 1.3 **KRB Board of Directors**

The Board consists of -

- (a) a chairman appointed by the President from among the members from the private sector;
- (b) the Executive Director who was recruited through public advertisement;
- (c) the Permanent Secretary Ministry of Roads;
- (d) the Permanent Secretary Ministry of Finance;
- (e) the Permanent Secretary Ministry of Local Government;
- (f) the Permanent Secretary Ministry of matters related to regional co-operation;
- (g) the Permanent Secretary in the Ministry of Transport and Communications;
- (h) Eight other members comprising, representatives of each of the following organizations: -
  - 1. The Institution of Engineers of Kenya.
  - 2. The Automobile Association of Kenya.
  - 3. The League of Kenya Women Voters.
  - 4. The Institute of Surveyors of Kenya.
  - 5. The Kenya Association of Manufacturers.
  - 6. The Kenya Association of Tour Operators.
  - 7. The Institute of Certified Public Accountants of Kenya.
  - 8. The Kenya Transport Association.

### 1.4 **Organization Structure**

Kenya Roads Board is managed by a Board of Directors. The day to day management of the Organization is carried out by the Executive Director (Chief Executive Officer). The organization has three Departments and

Five Sections.

### **Departments**

- i. Planning and Programming
- ii. Finance and Administration
- iii. Technical Compliance
- iv. Legal and Corporate Affairs

### **Divisions**

- i. Human Resources and Administration
- ii. Information Communication Technology
- iii. Procurement

The Board has 90 members of staff of made up as hereunder:-

<b>Job Title</b>	<b>Impost</b>
Executive Director	1
General Managers	4
Managers	11
Deputy Managers	18
Other Technical Staff	22
Support Staff	34
<b>TOTAL</b>	<b>90</b>

KRB's Offices are situated on 3<sup>rd</sup> Floor of Kenya Re-Towers off Ragati Road. Those are the only premises of the Board. It has no regional or district office or branch.

#### **1.0 Vision of KRB**

An efficient road network for a prosperous nation

#### **2.0 Mission of KRB**

To fund, oversee and coordinate road maintenance, rehabilitation and development through optimal utilization of resources for a sustainable road network.

#### **3.0 Objectives of KRB**

The main objectives of Kenya Roads Board for the Contract Period 2019/2020 are as follows:

- 1) To mobilize resources to meet the current and future demand for road maintenance, rehabilitation and development
- 2) To ensure prudent and sustainable utilization of the Fund
- 3) To facilitate maintenance of 161,456km National trunk and County roads
- 4) To promote cost effectiveness in delivery of road works
- 5) To promote good Corporate Governance
- 6) To attract, develop and retain human capital
- 7) To Institutionalize use of ICT in KRB operations

#### **4.0 Core Values**

- Professionalism
- Passion for quality
- Customer Service Excellence
- Integrity
- Inclusiveness
- Innovation

#### **6.0 Objectives of the Consultancy**

Kenya Roads Board aims to be the employer of choice by enhancing employee motivation and retention. To achieve this, KRB is desirous of procuring a competent firm to come up with a comprehensive Insurance Risk Assessment for all insured risks. Based on the report, a programme of actions will be recommended for implementation.

#### **7.0 Tasks to be undertaken by the Consultant**

The Consultant shall be required to carry out the following tasks: -

- i. Review Insurance Policies with regard to Terms, Warrants, Conditions and Exclusions and give recommendations;
- ii. Review uninsured risk held by KRB and give a list of uninsured risk, with clear risk matrix;
- iii. Advise KRB on Risk mitigation and the resulting impact;
- iv. Calculate Probable Maximum Loss for General Insurance Policies;
- v. Analysis of emerging risks such as Cyber Crime Insurance
- vi. Review compliance with Risk Management Policy of KRB with regard to Risk Transfer mechanisms;

- vii. Advise on employee benefit approaches with respect to medical insurance/Group life/GPA/WIBA/EL clearly indicating what can be self-insured and what can be transferred;
- viii. Provide estimated costs for part (X) above with Market Rates and advise if KRB is overpaying or underpaying for insurance;
- ix. Undertake a staff awareness survey on insurance and give a report on the general understanding of claims process and risk mitigation set out in the insurance policies;
- x. Review asset values insured compared to actual balance sheet exposure;
- xi. Analyze claims history and develop a claim status report
- xii. Recommend improvement areas for the implementation of KRB Insurances.

### 1. Personnel required for the assignment

The minimum qualification for the key staff shall be as follows; -

Personnel	No.	Minimum Qualification	Minimum experience
Team leader	1	<ul style="list-style-type: none"> <li>• Degree in relevant field</li> <li>• Professional qualification Advanced Diploma in Insurance (ACII) or Associate of Insurance Institute of Kenya (AIK)</li> <li>• Registered member of Institute of Risk Management (IRM)/Registered Member of Actuarial Society of Kenya</li> </ul>	<p>General Experience of 10 years in Risk management/ Actuarial Analysis</p> <p>Specific Experience Minimum of 5 years in Insurance Auditing</p>
Assistant Team Leader/Project Manager	1	<ul style="list-style-type: none"> <li>• Degree in relevant field</li> <li>• Professional qualification Advanced Diploma in Insurance (ACII) or Associate of Insurance Institute of Kenya (AIK)</li> <li>• Registered member of Institute of Risk Management (IRM)/Registered Member of Actuarial Society of Kenya</li> </ul>	<p>General Experience of 5 years in a Risk management/ Actuarial analysis</p> <p>Specific experience of 3 years specific experience in Risk management</p>
Technical Support	2	<ul style="list-style-type: none"> <li>• Diploma in Insurance (ACII) or Associate of Insurance Institute of Kenya (AIK)</li> </ul>	<p>General Experience of 3 years in a Risk management/ Actuarial analysis</p> <p>Specific experience of 1 years specific experience in Risk management</p>

## **9.0 Responsibilities of the Consultant**

The Consultant will be responsible for all his office and living accommodation, transportation, equipment, secretarial services, investigation, telephones, postage and everything else necessary for the satisfactory execution and completion of the services. However, the costs under reimbursable items must be clearly shown separately from professional fees.

### **2. Facilities to be provided by KRB**

KRB shall provide the Consultant with all the data and reports that the Bidders may need to assist them in carrying out his duties. The Executive Director through the Head, Human Resources and Administration will coordinate the consultancy.

### **3. Duration and conduct of the Assignment**

The Consultancy is for a period of **three months** from the date of issuance of the order to commence the services.

### **4. Reporting Requirements**

The bidder shall submit the following reports:

- (i) Inception Report - Fourteen (14) days from the commencement date
- (ii) Progress reports
- (iii) Draft report
- (iv) Final Report – Three (3) months from the commencement date

SECTION VI: SAMPLE CONTRACT FOR CONSULTING SERVICES

**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 Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."
- 2. Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [Insert starting date] and continuing through to \_\_\_\_\_ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

- (i)
- 3. Payment** A. Ceiling  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. Schedule of Payments

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

Kshs \_\_\_\_\_ 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 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 herebelow. 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 \_\_\_\_\_ [insert name] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

(ii)

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.

(iii)

FOR THE CLIENT	CONSULTANT	FOR THE
Full name; _____	Full name; _____	
Title: _____	Title: _____	
Signature; _____	Signature; _____	
Date; _____	Date; _____	

**SECTION VII  
CONFIDENTIAL BUSINESS QUESTIONARE**

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

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

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.....

Postal Address.....Tel No.....

Nature of business.....

Current Trade License No.....Expiring date.....

Maximum value of business which you can handle at any one time: Kshs.....

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

Part 2 (a) – Sole Proprietors

Your name in full.....Age.....

Nationality.....Country of origin.....

\*Citizenship details.....

Part 2 (b) – Partnership

Give details of partners as follows:

Name Shares	Nationality	Citizenship details	
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

Part 2 (c) – Registered Company

Private or Public.....

State the nominal and issued capital of the company:

Nominal Kshs.....

Issued Kshs.....

Give details of all Directors as follows:

Name Shares	Nationality	Citizenship details	
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

Date.....Signature of  
Tenderer.....

\* If Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

**SECTION VIII: ANTI CORRUPTION DECLARATION PLEDGE**

I/We (Name of Firm and Address) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any Public Officer , their relations or business associates, in connection with tender No.....for or in the subsequent performance of the contract if I/We are successful.

Signed by.....Authorized Representative

Name.....Designation.....Signature.....Date

**SECTION 1X.**

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

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

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

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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