

**KIMISITU SACCO SOCIETY LTD**

**TENDER FOR THE PROPOSED PROVISION OF LEGAL, COMPLIANCE AND GOVERNANCE AUDIT.**

**TENDER NO. KSSL/GOVACS/04/24**

**Chief Executive Officer**

**KIMISITU SACCO SOCIETY LTD**

**1ST FLOOR, AEA PLAZA VALLEY ROAD**

**P. O. Box 10454 -00100**

**NAIROBI**

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# SECTION I - LETTER OF INVITATION

Date: **17TH APRIL 2024.**

Dear Sir/Madam,

1.0 KIMISITU SACCO SOCIETY LTD invites sealed tenders from interested and eligible bidders to submit proposals as per the particulars below.

|  |  |  |
| --- | --- | --- |
| **Tender No.**   | **Tender Name**   | **Closing Date**   |
| KSSL/PSDPS/04/2021  | Tender for theProvision of Consultancy Services for Products Survey and Development of Product Promotional Strategy.  | 30th May , 2024, **2.30 pm**  |

1. Tender document with detailed information and instructions may be viewed and downloaded from KIMISITU SACCO SOCIETY LTD. [www. kimisitusacco.or.ke.](http://www.afa.go.ke/) or [www.srm](http://www.srm)hub

1. The original and a copy of the technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and copy of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed.

1. The completed Technical and Financial proposals must be submitted via SRM on or before 2.30 pm Friday May 3Rd , 2024, 30th May 2024  **2.30 pm .** Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened.
2. Technical proposals will be **opened virtually immediately** after the submission deadline at **Sacco’s Board Room located on 1ST Floor**  in the presence of bidders who may choose to attend.

1. Bidders are required to serialize all the pages of their documents.

Yours sincerely.

 **Chief Executive Officer**

# SECTION II - INFORMATION TO CONSULTANTS

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17 **SECTION II - INFORMATION TO CONSULTANTS**

#### 2.1 Introduction

2.1.1 The **KIMISITU SACCO SOCIETY LTD** will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.

2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)

2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.

2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liase with the procuring entity regarding any information that they may require before submitting a proposal.

2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.

2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

2.1.7 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

#### 2.2 Clarification and amendment to the RFP documents

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity’s address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 individual consultants invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### 2.3 Preparation of proposals

2.3.1 The individual consultant’s proposal shall be written in English language.

2.3.2 In preparing the technical proposal, the individual consultants are expected to examine the documents consisting of the 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, the individual consultant must give particulars attention to the following:

1. If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment, but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
2. For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
3. The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information.

1. the individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant’s involvement.
2. Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
3. A description of the methodology and work plan for performing the proposed assignment.
4. Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any Financial information.

#### 2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents.

The financial proposal will therefore be quoted in fees per day or month.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

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

#### 2.5 Submission, Receipt and opening of proposals.

2.5.1The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before 2.30 pm 30th May , 2024.

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened virtually immediately by the opening committee. The financial proposals shall be marked with the individual consultant’s number allocated at the time of opening 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 them.

#### 2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

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

2.6.4 Evaluators of Technical Proposals shall have no access to the

 Financial Proposals until the technical evaluation is concluded.

###  3.13 Mandatory requirements

### Stage 1: Mandatory & Preliminary Requirements (MR)

The following Mandatory Requirements must be met notwithstanding other requirements in the document.

|  |  |  |
| --- | --- | --- |
| **No.**  | **CRITERIA**  | **YES/NO**  |
| **No**   |  **Requirements**   |   |
| **MR 1**   | Provide a copy of the company’s Certificate of Incorporation/ Registration  |   |
| **MR 2**   | Provide copy of the company’s current Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening  |   |
| **MR 3**   | Submit a valid copy of company CR12 or CR13 issued by Registrar of companies  |   |
| **MR 4**   | Provide a fully filled Confidential Business Questionnaire as provided in the Tender Document  |   |
| **MR 5**   |  Audited financial statements for the last three (3) years of 2020, 2021 2022. Copies of audited financial reports incorporating audit opinions issued in accordance with ICPAK regulations.  |     |
| **MR 6**   | Must fill the Anti-corruption in the format provided  |   |
| **MR 7**   | Must fill the Debarment in the format provided  |   |
| **MR 8**   | Professional Membership and Practising certificates |   |

 Any bid that does not meet any of the above criterion will be declared non-responsive and thus disqualified from further evaluation. Failure to submit copies of any of the above listed mandatory requirements shall lead to the consultant being declared as non-responsive, and hence shall not qualify to proceed to the Technical Evaluation stage.

##### 2.14 Technical evaluation criteria

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

|  |  |  |
| --- | --- | --- |
| **No.**  | **Item Description**  | **Scores**  |
| 1.  | **SPECIFIC EXPERIENCE OF THE FIRM IN THE LAST FIVE (5) YEARS** **NOTE: FIRM MEMBERSHIP TO REQUISITE PROFESSIONAL BODY** **CAPTURED UNDER MANDATORY REQUIREMENTS**  (Attach copies of contracts/Purchase Orders) | **[25]**  |
| 2.  | **RELEVANT EXPERIENCE OF THE CONSULTANCY AND TECHNICAL CAPABILITIES TO CARRY OUT THE ASSIGNMENT**  |   |
| (a)  | Brief description of the following: * Description of consultancy – **(2.5 marks)**
* Description of technical capabilities and resources to carry out this specific assignment – **(2.5 marks)**
 | 5  |
| (b)  | References on actual Legal and Governance Audits undertaken in the last five years. List the names of the organizations where the relevant assignment(s) were carried out and provide contact persons to be contacted in case there’s need. (2 mark for each trade reference up to a maximum of 5).  | 10  |
| 3.  | **PROOF THAT THE CONSULTANCY FIRM IS IN COMPLIANCE WITH RELEVANT REGULATORY FRAMEWORK.**  | 5  |
| 4.  | **PROFESSIONAL QUALIFICATION AND EXPERIENCE OF THE CONTACT OFFICER/TEAM LEADER**  |   |
|   | Professional Qualifications: 1. Advocate of the High Court of Kenya with current valid practicing certificate **(2 Marks)**
2. At least a master’s degree in law (LL.M). **(2 Marks)**
3. A Certified Public Secretary in good standing **(0.5 Mark)**
4. Governance Audit Accreditation Certificate from ICS (**0.5 Marks)** Relevant Experience:
5. Have at least 10 years post admission experience. **(3 Marks)**
6. Demonstrable experience in undertaking Legal and Governance Audit [provide reference letter (s) **(2 Marks)**.
7. Membership/registration to Professional bodies-**(2.5 Marks)**

***Attach copies of relevant Certificates and Curriculum Vitae*** | 12  |
| 5.  | **PROFESSIONAL QUALIFICATION AND RELEVANT EXPERIENCE OF TWO (2) OTHER TECHNICAL PERSONNEL AS OUTLINED BELOW (KEY: TEAM COMPRISING VARIED LEVEL OF EXPERTISE IN THE** **UNDER LISTED AREAS)** |   |
|    | Two other Key staff to undertake the audit: (a) Should also be Advocates of the High Court of Kenya with current valid Practicing certificates **(2.5 marks for each)**  | 18  |

|  |  |  |
| --- | --- | --- |
|  | 1. (Attach certificates)
2. Post qualification Experience of at least three (3) years **(1 mark for each year)** (Attach PC)
3. Successfully completed assignments on legal and Governance audits.

**(0.5 mark per assignment up to 3** (attach documentary evidence i.e. LSO, contract) provide detailed CVs 1. Membership/registration to Professional bodies- **(2.5 marks for each)**
 |  |
| 6.  | **Methodology and work plan:** 1. Understanding and conformity to the TOR– **(2 marks)**
2. Consultant’s additional suggestions and proposals on the TORs - **(2 marks)**
3. Proposed work plan and methodology and survey schedule and the completeness of the description of the same in relation to the ToRs, particularly with respect to the outlined objectives – (**10 marks)**
4. Proposed data collection approach and data analysis methodology – (10 **marks)**
* Demonstration of modern approaches and techniques to carry out assignment
* Demonstration of flexible processes that can be tailored to the assignment
* A System management information system to provide requisite data analysis and reports
* Work plan
 | 25  |
| 7.  | **Equipment: Adequacy of equipment e.g. vehicles, tools and other relevant facilities. Tenderers shall be required to: - Provide proof of ownership. Provide list of appropriate equipment-**   | 5  |
|  **Total Scores**  | **100**  |

**Note:** A tender shall be rejected at this stage if it fails to achieve the above minimum technical score/ pass mark of **85%**.

##### 2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria.

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared nonresponsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.

2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

##### 2.8 Opening and Evaluation of Financial Proposals

2.8.1After completion of the evaluation of technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non-responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

 Sf = 100 x fm/f where

 Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants’ proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formule for the combined scores shall be as follows;

1. = ST xT% + SF x P%

Where

S, is the total combined scores of technical and financial scores

St is the technical score Sf is the financial score

1. is the weight given to the technical proposal and P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

##### 2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

##### 2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

##### 2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

### APPENDIX A - INFORMATION TO CONSULTANTS

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

#### Clause Reference

2.1 The name of the Client is: **KIMISITU SACCO SOCIETY LTD**

##### 2.1.1 The method of selection is: QCBS - Technical 0.8 and Financial 0.2

2.1.2 Technical and Financial Proposals are requested in different envelopes but in one outer cover envelope: Yes, The name, objectives, and description of the assignment:

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: KIMISITU SACCO SOCIETY LTD

1ST FLOOR, AEA PLAZA VALLEY ROAD P.O. BOX 10454 00100 Nairobi.

Emails: procurement@kimisitusacco.or.ke

Telephone nos.0709136000

2.1.6 Your quote should include all relevant statutory obligations e.g. VAT.

2.1.7 Consultants must submit one original proposal and a copy. Both Technical and Financial Proposals

2.1.8 The proposal submission address is: Electronically via SRM on Friday May 3rd, 2024, 2.30 Pm

1.1.9 Proposals must be submitted not later than the following date and time**:**  2.30 pm Friday May 3Rd , 2024

2.1.10 The minimum technical score required to pass is **85%.**

2.1.11 The weights given to the Technical and Financial Proposals are T=80% (Technical)

P=20 %( Financial

2.1.12 Your proposal must indicate your delivery period. The Organization expects that the assignment can cover a period of 3 months.

**2.8.5 Evaluation of Financial Proposals**

The formula for determining the financial score (SF) shall be as follows.

### SF = 100 x FM/Ff

Where:

SF: Financial Score

Fm: Lowest quoted fee

Ff: Fees of the proposal under consideration

## COMBINED TECHNICAL AND FINANCIAL SCORE

The individual Consultant’s proposals will be ranked according to their combined Technical Score (ST) and Financial Score (SF). The Formulae for the combined scores shall be as follows:

### S = ST x T% + SF x P%

Where:

S: Total Combined Scores of Technical and Financial Scores

ST: Technical Score

SF: Financial Score

T: Weight given to the Technical

Proposal P: Weight given to the

Financial Proposal **Note: P + T**  = 1

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

The weight given to the Technical and Financial Proposals are:

**T = 0.8**

**P = 0.2**

KIMISITU SACCO SOCIETY LTD

#  SECTION III - TERMS OF REFERENCE (TOR)

### 2.1.1 Background

2.1.1 Kimisitu Savings and Credit Cooperative (Kimisitu SACCO) Limited was formed in March 1985 by a group of staff from ICRAF (International Centre for Research in Agroforestry). It was formed mainly to promote thrift among members and accumulate savings. Kimisitu Sacco, subject to the Cooperative Societies Act, has continued to extend loans for provident and productive purposes, doing so at fair and reasonable rates of interest. To achieve a solid base for growth, Kimisitu has since opened membership to other NGOs and international organizations. Kimisitu Sacco is guided by the vision of being the personal financial solutions provider of choice. The Mission is to empower members economically by providing quality financial services through prudent mobilization of resources and excellent customer care. The Motto is ‘Your partner to prosperity’. In all our services to members and customers, Kimisitu Sacco is bound by the following values: Professionalism, Respect, Equality, Commitment, Transparency and accountability, Integrity, Customer focus and Equity.

2.1.2 The consultants are invited to submit both **Technical** and **Financial Proposal in separate sealed envelopes**, as specified by the Sacco for consulting services required for the Strategic Planning. The proposals will be the basis for Contract evaluation 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.

2.1.4 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.

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

**2.2.0 Preparation of Technical Proposal**

**2.2.1** The Consultants proposal shall be written in English language

**2.2.2** 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.

**2.2.3** 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 have an extended and stable working relationship with it.
		4. Proposed professional staff must as a minimum, have the experience indicated in Appendix 2.6.1, 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.

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

* 1. 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 among other thingsthe 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 Client.
	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 authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last 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. A detailed description of the proposed methodology, staffing and monitoring of training, if specified training as a major component of the assignment.

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

* + 1. Submission, Receipt, and Opening of Proposals
		2. The original proposal (Technical and financial) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself.

Any such corrections must be initialed by the persons or person authorized to sign the proposals.

* + 1. The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date of the stated deadline. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
		2. After the deadline for submission of proposals, the documents shall be opened virtually immediately by the Tender Opening Committee

**Terms of Reference (TOR): Product Research, Review, Development, and Marketing Strategy**

**3.0 CONSULTANCY**

### 3.1 Introduction

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

### 3.2 Overall Objective

The overall objective of the consultancy is to carry out a legal, compliance and Governance audit in order to assess the level of compliance with the Constitution of Kenya 2010, existing applicable laws, regulations, government circulars, administrative guidelines, judicial decisions, Kimisitu Sacco Ltd policies and industry best practices as required under the Code of Governance of Cooperative Societies in Kenya

### 3.3 Legal Audit

The specific objectives are to:

1. Identify and report on the key Constitutional, Statutory obligations, regulations, government policies and circulars, directives, internal policies and procedures and contracts that impact Kimisitu Sacco Ltd as a State Corporation.
2. Identify gaps in compliance with the laws, policies and guidelines and processes and propose mechanisms of enhancing compliance in order to address the identified compliance gaps.
3. Review the extent of Kimisitu Sacco Ltd’ compliance with the constitutional and statutory obligations.
4. Evaluate the extent to which Kimisitu Sacco Ltd has delivered on its statutory functions.
5. Review Kimisitu Sacco Ltd 's compliance with its policies and procedures and industry best practice.
6. Review Kimisitu Sacco Ltd 's compliance with judicial decisions.
7. Evaluation of future legal claims in light of the organization’s needs mandate and sector of operation.
8. Review of the legal and compliance structures within the organization
9. Review of titles property owned/used by the organization.
10. Review of any aspects of intellectual property affecting the organization (k) Review of legal case management and processes

### 3.4 Specific Tasks

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

### 3.5 Governance Audit.

1. Identify and analyse governance parameters, which Kimisitu Sacco Ltd is required to operate under the Constitution of Kenya, 2010, attendant Statutes and best practices. These parameters shall include:
2. Ethical Leadership and strategic management.
3. Transparency and Disclosure.
4. Compliance with Laws and Regulations.
5. Communication with stakeholders.
6. Board independence and governance.
7. Board policies, systems, practices and procedures.
8. Consistent shareholder and stakeholders’ value enhancement
9. Corporate social responsibility and investment.
10. Sustainability
11. Evaluate Kimisitu Sacco Ltd’ existing governance structures, policies and procedures and assess the extent of their compliance with these governance parameters.
12. Review the existing Board Charter
13. Prepare and present to the Board an interim Governance Audit report of the audit findings and Draft reviewed Board Charter.
14. Generate a Governance Audit report of the compliance findings (actual performance, recommendations on improvement areas and best practice).

### 3.6 Scope of Services

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

The Consultant will undertake the following activities:

1. Prepare the methodology and work plan for the consultancy.
2. Literature review and preparation of audit plan
3. Develop an appropriate interview methodology in consultation with senior management of Kimisitu Sacco Ltd.
4. Develop appropriate instrument(s) for data collection and information gathering.
5. Conduct legal analysis.
6. Conduct interviews and discussions with the Secretary/Chief Executive Officer and members of staff.
7. Prepare and submit the draft report to the Secretary/Chief Executive Officer for review and consensus building.
8. Revise and submit the final report including relevant indices, strategies, and recommendations to the Chief Executive Officer for approval.

### 3.7 Involvement of Kimisitu Sacco Ltd members of staff

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

### 3.8 Deliverables

1. Appropriate survey instruments.
2. Audit plan
3. Interim legal and governance audit report detailing the audit findings and recommendations.
4. Final Legal Audit and governance report of the audit findings and recommendations in hard and soft copies in MS Word format.
5. Legal compliance matrix on the identified obligations to facilitate future self-evaluations.

### 3.9 Portfolio of Expertise and Qualifications

### (a) The Firm

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

If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating 3 with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate.

Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

### (b) Academic Qualifications

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

### (c) Individual Team Member’s Portfolio of Experience

The team leader should have master’s degree and a minimum of five (5) years’ experience in undertaking similar consultancies with a demonstrable level of acceptance of the results.

Associates and support Consultants should have a minimum of a degree in relevant disciplines and a minimum of three (3) years’ experience in undertaking similar consultancies in either the private or public sector.

### 3.10 Duration of the Consultancy

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

### 3.11 Proposal Evaluation and Award

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

1. Technical evaluation on the deliverables – 80%
2. Financial evaluation on the price quoted – 30%

### Total 100%

#  SECTION IV - TECHNICAL PROPOSAL (TP)

### Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following: -

1. Submission letter
2. Particulars of the consultants including Curriculum vitae (CV)
3. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
4. Description of the methodology and work plan for performing the assignment
5. Any proposed staff to assist in the assignment (f) Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

# SECTION V- FINANCIAL PROPOSAL (FP)

### Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

1. Submission letter indicating total fees
2. Summary of costs
3. Breakdown of fees per activity
4. Breakdown of reimbursable costs/expenses per activity
5. Miscellaneous expenses (to be prepared by the consultant as appropriate)

#  SECTION VI - STANDARD CONTRACT FORM

## 1. TECHNICAL PROPOSAL SUBMISSION FORM

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

To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Title of consulting services] in accordance with your Request for Proposal dated

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Authorized Signature]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name and Title of Signatory] :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Firm] :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Address:]

##  2. FIRM’S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

|  |  |
| --- | --- |
| Assignment Name:  |  Country  |
| Location within Country:  |  Professional Staff provided by  |
| Your    |   Firm/Entity(profiles):  |
| Name of Client: assignment.    |  Clients contact person for the  |
| Address:  No of Staff-Months; Duration of Assignment:  |
| Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs)  (Month/Year):  |
| Name of Associated Consultants. If an  | y:  |
|  No of Months of Professional  Staff provided by Associated Consultants:  |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:    |
| Narrative Description of project:   |
| Description of Actual Services Provided by Your Staff:   |

 Firm’s Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name and title of signatory;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (May be amended as necessary)

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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

##  TEAM COMPOSITION AND TASK ASSIGNMENTS

###  1. Technical/Managerial Staff

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

###  2. Support Staff

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

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

Proposed Position:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Staff:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Profession:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years with Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nationality: \_\_

 Membership in Professional Societies:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Detailed Tasks Assigned:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

**Certification:**

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

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

[Signature of staff member]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_ Date; \_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of authorized representative of the firm]

 Full name of staff member:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Full name of authorized representative:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

 Months (in the Form of a Bar

Chart)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Na me  | Position  | Report s Due/ Activiti es  |  1  |  2  |  3  |  4  |  5  |  6  |  7  |  8  |  9  |   |  10  |  1 1   |  1 2  | Number of months  |
|   |            |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

Reports Due: \_\_\_\_\_\_\_\_\_

Activities Duration: \_\_\_\_\_\_\_\_\_

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized representative)

 Title: Full Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

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

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

**(b). Completion and Submission of Reports**

|  |  |
| --- | --- |
| Reports  | Date   |
|  1. Inception Report  |   |
|  4. Interim Progress Report 1. First Status Report
2. Second Status Report
 |   |
|  3. Draft Report  |   |
|  4. Final Report  |   |

###  5.0 FORM OF TENDER

 Date

Tender No.









 To:

[name and address of procuring entity] Gentlemen and/or Ladies:

Having examined the tender documents including Addenda

Nos. ………………………………. *[insert numbers].*the receipt of which is hereby duly

acknowledged, we, the undersigned, offer to supply deliver, install and maintain (

…………………………………………… (*insert equipment description*) 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. 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.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed by ........................ ( *Procuring entity).*

We agree to abide by this Tender for a period of …… [*number]* 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.

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.

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

 Dated this day of 20

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of

INTEGRITY DECLARATION

I/We/Messrs.… ............................................................................... of

Street/avenue, .............. Building, P. O. Box …………Code , of

(Town),................ (Nationality), Phone .................. E-mail .....................…. declare 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, pursuant to Section 62 of the Public Procurement & Asset Disposal Act, 2015, in connection with

Tender name: ……………………………………………………………..

Tender No. ………………………..……………………………………………….

For/or in the subsequent performance of the contract if I/We am/are

successful. Dated this............................... day of....................... 20...........

Authorized Signature…………………………Official Stamp....................

Name and Title of Signatory………………………………………………………

NON-DEBARMENT STATEMENT

I/We/Messrs.………………………………………..of........... Street/avenue, ..............

Building, P. O. Box …………Code ...…, of ..................................(town),

................ (Nationality), Phone .................. E-mail .................. declare that I/We /Messrs.

................................................................. are not debarred from

participating in public procurement by the Public Procurement Oversight Authority pursuant to

pursuant to Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this ...................................... day of ................... 20.........

**Authorized Signature.................................................. Official Stamp .................**

Name and Title of Signatory………………………………………………………

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***LETTER OF NOTIFICATION OF AWARD (For Information)***

Address of Procuring Entity

 To:

 RE: Tender No.

 Tender Name

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

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

1. 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.

1. 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