RE-TENDER FOR REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES

(QMS/ISO RE-CERTIFICATION)

TENDER REF.NO.CAK/TEND/RFP/006/2024-2025

Closing Date: Friday, 7th March 2025
Time: 12.00 Pm

SERIAL NO…….

LETTER OF INVITATION

Dear Sir/Madam:

RE: **Tender No.CAK/RFP/006/2024-2025:**

Competition Authority of Kenya (Authority) wishes to invite you to submit a detailed Technical and Financial proposal to provide consultancy services for the ISO Re-Certification.

Kindly submit your formal application in accordance with the requirements set forth in the attached **Request for Proposal** (RFP). Suitable consultants will be identified on the basis of their responsiveness to the requirements for the scope of the tasks and contract conditions. The Authority will award the tender in accordance with procedures set out in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006.

Eligible firms may obtain the RFP document from the procurement office, Competition Authority of Kenya, between 8.00am and 5. 00pm.Further information may also be obtained from the procurement office, Tel 020-2628233, email; info@cak.go.ke.

Completed proposal made in plain English language, packaged in plain sealed envelopes and clearly marked "**Tender No.CAK/TEND/RFP/006/2024-2025:CONSULTANCY SERVICES FOR ISO RE-CERTIFICATION** and addressed to **Director-General, Competition Authority of Kenya, P.O Box 36265-00200 Nairobi** should be returned and deposited in the tender box at the entrance, reception area so as to be received NOT later than **Friday, 7th March 2025.**
Bidders and/or their appointed representatives who chose to attend will be allowed to witness the tender opening take place at **CAK, conference room on the 15th floor, CBK Pension Towers, along Harambee Avenue** immediately after submission deadline.
RFP's submitted later than this date and time shall be disqualified automatically. Opening of the bids will take place immediately thereafter in the presence of representatives of interested firm who wish to attend.
Proposals should be submitted in separate envelopes with completed technical and financial proposals;

- **Technical Proposal** for the provision of consultancy services for ISO Re-Certification.
- **Financial Proposal** for the provision of consultancy services to for ISO Re-Certification.

- Proposals shall remain valid for 90 days after date of proposal opening

The Request for Proposal (RFP) includes the following content:

- Letter of Invitation
- Terms of Referencee
- Instruction to Bidders
- Data Sheet
- Basis of Bidder Evaluation
- Technical Proposal-Standard forms
- Financial Proposal-Standard forms
- Standard form of Contract.
- Self declaration-Debarment
- Self-declaration-Corruption.

1.0 Background Information

The Competition Authority of Kenya (the Authority) is established under the Competition Act, No. 12 of 2010 (the Act). The Authority's mandate is generally to enforce the Act with the object of enhancing the welfare of the people of Kenya by promoting and protecting effective competition in markets and preventing misleading market conduct throughout Kenya, in order to: -

a) Increase efficiency in the production, distribution and supply of goods and services;

b) Promote innovation;

c) Maximize the efficient allocation of resources;

d) Protect consumers;

e) Create an environment conducive for investment, both foreign and local;

f) Capture national obligations in competition matters with respect to regional integration initiatives;

g) Bring national competition law, policy and practice in line with the best international practices, and;

h) Promote the competitiveness of national undertakings in world markets.

The Authority endeavors to achieve the above outcome through control of mergers; unwarranted concentration of economic power; prohibition of Abuse of Dominance; regulation of concerted practices and prohibition of unfair and misleading market conduct.

Vision Statement

"A Kenyan economy with globally efficient markets and enhanced consumer welfare for shared prosperity"

Mission Statement

"To enhance competition and consumer welfare in the Kenyan economy by regulating market structure and conduct in order to ensure efficient markets "

TERMS OF REFERENCE FOR THE ENGAGEMENT OF SERVICES OF A CERTIFICATION BODY TO CONDUCT RE-CERTIFICATION AND SURVEILLANCE AUDITS OF THE ISO 9001:2015 QUALITY MANAGEMENT STANDARD REQUIREMENTS

A. Introduction

The Competition Authority of Kenya (CAK) is currently certified to ISO 9001:2015 Standard. The Standard emphasizes on Risk based thinking and continual improvement and there is need to conduct periodic review of the system to ensure continuous improvement as well as maintain conformity. This is likely to further enhance CAK Stakeholders trust of receiving internationally acceptable service standards which is the commitment of the Authority under the Quality Management System.

The current certification will expire in March 2025. In this regard, the Authority shall be subject to a Re-Audit at the end of the three-year Certification cycle. A Re-Audit shall be required prior to the expiry date of the existing Registration Certificate, in accordance with Accreditation Body requirements.

B. SCOPE OF WORK

The Authority would like to appoint a suitably qualified certifying agency to recertify its Quality Management System in accordance with the requirements of ISO 9001:2015 Standard.

The Certification and Surveillance Audits shall cover the Authority's entire QMS, limited to procedures conducted and within the control of the Authority. The said Third Party Certification Audit shall involve the following activities:

1. Conduct ISO 9001:2015 Re- Certification Audits of the Authority's QMS as follows:
    a. Stage 1 Audit – ISO 9001:2015 QMS adequacy and readiness review; and
    b. Stage 2 Audit – ISO 9001:2015 QMS implementation audit.

2. Issue ISO 9001:2015 Certificate to CAK upon satisfactory compliance to the Standard and Re-Certification requirements;
3. Conduct at least one surveillance audit every year for two consecutive years after the issuance of Certificate to maintain the Authority's QMS Certification.

	Activity	Details
1.	Readiness Assessment	• Determine possible gaps of the CAK QMS
2.	Re-certification Audit (February 2025)	• Prepare and submit certification audit plan
3.	Issuance of ISO 9001:2015 Certificates valid for three (3) years	• Conduct re-certification audit; and • Prepare and submit audit report detailing observations, opportunities for improvement and any non-conformity to ISO 9001:2015 standards or documented procedures, and suggestions on addressing the same not later than ten (10) working days after the conduct of an on-site audit • Issue a valid ISO 9001:2015 compliance certificate
4.	Surveillance Audit for the 2nd year (Year 2027) – One (1) day	
5.	Surveillance Audit for the 3rd year (Year 2028) – One (1) day	

C. REPORTING REQUIREMENTS

CAK shall submit to the Certifying Body all the documents needed for the desk top Re-certification readiness review within one week after contract negotiation. The certifying Body shall submit the readiness reports and Recertification audit report . The reports for ISO 9001 shall detail the findings and recommendation per area where precertification audit was done.

The progress report shall be submitted to the Management Representative and shall also highlight any issues that may require guidance from CAK.

The Certifying Body will also be required to submit three (3) copies of the audit report(s), including the executive summary, the main report and other auxiliary reports, to the CAK Management for review and action. The Certifying Body's report shall include detailed audit criteria and assumptions made as well as all justifications for the findings made.

RESPONSIBILITIES OF THE CERTIFICATION BODY

1. At least one (1) auditor of the initial team should participate in all audits of the three-year audit cycle.

2. The certification body shall provide CAK with its company profile highlighting related projects, scope of work and implementation methodology. Curriculum vitae of the proposed certification team shall also be submitted.
3. The certification body audit team shall abide with the auditing principles, terminologies and guidelines as specified in the ISO 19011:2018 – Guidelines for Quality Management Systems Auditing.

2.4 QUALIFICATION AND EXPERIENCE

To achieve the above objectives, the consultant will have the following core competences:

- Company incorporated within Kenya and Proven relevant experience of at least 5 years
- Tax registration and compliance
- Evidence of at least 5 key competent staff to be dedicated to this assignment
- The lead consultant must have a Master's degree in relevant field with at least 10 years of relevant experience
- Recommendation from at least 5 firms where the consultant has provided similar services. This also calls for practical hands-on experience in similar assignments preferably in public sector.
- Licensed by (recognized organizations) an international qualified body licensing ISO 9001:2015 training entities. (Proof required.)

2.5 RESPONSIBILITY AND CONTRACT SUPERVISION

The consultant will be responsible to the Director General, CAK or his designate for the performance of this assignment.

2.6 EXPENSES TO BE PAID

The Authority will meet the following expenses as relates directly to this consultancy:

- Consultant's fee
- Cost associated with scheduled trainings and workshops as per the approved work plan(NB:The cost of accommodation & transport will be catered by the consultant for its own staff).
- Purchase of at least 20 copies of the ISO 9001:2015 (QMS Standard

INSTRUCTION TO BIDDERS

2.0 General Terms and Conditions

2.1 Scope

The Invitation to Bid (RFP) document is for the procurement of consultancy services for "**ISO Certification** "as specified in the data sheet. Consultants must comply fully with the requirements set out in this document.

2.2 Eligibility

Participation in this tender process is through public bidding to organizations/institutions/firms and individuals from Kenya (Citizen Contractors) on equal terms, subject to restrictions and conditions outlined below.

4.2.1 Restrictions

Organizations or individuals who are prohibited from participation or who may have been suspended by CAK, on grounds of incompetence or non-delivery of services will not be considered.

If the information provided by the bidder to support an application, especially regarding past performance and references is falsified, such application will be disqualified from consideration.

Any organization in which CAK or any of its employees is involved or have ownership, directorship or vested interests, shall not be allowed to propose, submit bids or participate in any way.

Organizations or individuals may be excluded from the evaluation and award of contract if they;

a. Are bankrupt, or are being wound up, or whose affairs are being administered by court, or who have entered into an arrangement with creditors, or who have suspended business activities or who are subject to an injunction against running business by a court of law;
b. Are subject of proceedings for declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of an arrangement with creditors, or of any other similar proceedings;
c. Have been convicted of an offence concerning their professional conduct by a court of law, or found guilty of grave professional misconduct; and

d. Have not fulfilled obligations relating to payments of taxes or statutory contributions.
e. All bidders/consultants are required to sign the bidders Declaration contained in Appendix 9

2.3 Conflict of Interest

Conflict of interest is described as;

1. Any event(s) influencing the capacity of a candidate, bidder or contractor to give an objective and impartial profession opinion or preventing him at any moment, from giving priority to interests of CAK.
2. Receipt or granting of any considerations relating to possible contracts in the future or conflict with other commitments,past,present,of a candidate, bidder or contractor, or any conflict with their own interests.

2.4 Request for Clarification

Any request for clarification must be received by CAK-Procurement Department
In writing as specified in the data sheet(clause 1.3).If CAK either on its own initiative or in or in response to a request from a bidder, provides additional information on the proposal document, such information will be sent in writing to all bidders.

2.5 Amendment of RFP Documents

At any time prior to the deadline for submission of proposal, CAK for any reason
Whether at its own initiative or in response to a clarification requested by prospective bidders may modify the RFP documents by amendment.

All prospective bidders will be notified of the amendment in writing and it will be binding on them. CAK may, at its discretion, extend the deadline, if deemed necessary to allow bidders reasonable time to take the amendment into account.

2.6 Preparation of Proposals

4.6.1 Language

The proposal and all correspondence and documents, related to the proposal and exchanged by the bidder and CAK, must be written in the English Language.

4.6.2 Technical proposal

As specified in the forms for proposals of the technical proposals shall provide the following information

a) A brief description of the bidder's organization, legal status (i.e. partnership, sole proprietorship, limited liability Company etc.)Presented in the format specified in the Bidding Entity Profile Format (Appendix 2).
b) An outline of the recent experience of a similar nature in the past three years, and in particular an indication of at least five (5) previous successful projects for leading organizations in their respective business or commitment lines that functionalities requested in the RFP, details of current work on hand and other contractual commitments Experience sheet format (Appendix 3).The bidder must submit names and contacts of persons whose such projects have been completed. The bidder will be required to demonstrate such previous undertakings by way of letters of recommendations by the contact person of such organizations.
c) Any comments or suggestions of the bidder on the Terms of Reference.
d) A description of the approach and detailed methodology proposed for undertaking the assignment including detailed research design and proposed data analysis and presentation.
e) A scheduled of the proposed staff team by specialization, the proposed assignment of tasks for each staff member and their timing;
f) Detailed CVs duly signed by the proposed professional staff, and the authorized representative submitting the proposal(in the format specified in curriculum Vitae format (Appendix 5);and
g) An activity schedule indicating detailed tasks allocated to the proposed team members in line with the approach and detailed methodology. This should also detail estimates of the total staff input (professional and support staff time) needed to carry out the assignment.

Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

The technical proposal **must not** include any financial information. Financial proposals **must be submitted in a separate sealed envelope. The envelope containing technical proposals must not contain any financial proposals or financial information.**

4.6.3 Financial Proposal

The bidder must specify the estimated total costs for the assignment specified as fees per day for each staff category. A table indicating the detailed tasks for each team member as proposed in the Technical Proposal (Section 4.6.2 (g) above, the number of estimated input days for each proposed team member and the resultant fee rate and total must be provided in the financial proposal.

Reimbursable costs must be specified and detailed separately. Other costs must be included as fees Financial Proposal Format (Appendix 8)

4.6.3.1 Currency Proposal

All proposals must be presented in **Kenya Shillings.** The applicable rate of exchange for use by the bidders must be the **CURRENT** mean rated of exchange to the Dollar as published by the Central Bank of Kenya and available from the Central Bank of Kenya or at their website at **www.centralbank.go.ke.**

Any resultant contract will be placed in the currency of the proposal and bidders will not be allowed to amend the currency of the proposal once it has been submitted.

4.6.3.2 Applicable taxes

(i) **VAT**

All fees and costs must be stated, inclusive of any taxes.

4.6.4 Proposal Validity

Bidders shall be bound their proposals for a period of 90 days from the deadline of the submission of proposal. In exceptional cases and prior to the expiry of the original proposals validity period. CAK may ask the bidders in writing to extend this period. Bidders who agree to do so will not be permitted to modify their proposals. If they refuse their participation in the proposal procedure will be terminated, the successful bidder will be bound by this proposal for further period of 60 days following receipt of the notification that he has been selected. Notification of selection does not imply any form of contracting on the part of CAK.All dealings after this notifications and prior to negotiation, final agreement and execution of contract are on subject to contract basis.

4.6.5 Format and Signature of Proposal

Bidders shall prepare one original (marked "**ORIGINAL**") and the number of copies (marked "**COPY")** specified in the Data Sheet. The original and all copies of the proposal shall be typed or written in indelible ink and signed by an authorized signatory on behalf of the bidder. Any alterations or erasures shall only be valid if initialed by the person signing the proposals, or their authorized representative.

4.6.6 Proposal Pricing

Bidders will be deemed to have satisfied themselves, before submitting their proposal, as to its correctness and completeness and to have taken account of all that is required for the full and proper performance of the contract and have included all costs in the rates and process.

4.6.7 Cost of Proposals

All costs incurred by bidders in preparing and submitting the proposals, or in any mobilization before the execution of a valid contract are not reimbursable or recoverable in any manner.

4.6.8 Submission and Opening of Proposal

4.6.8.1 Date for Submission of Proposals

Proposal **must** be received by CAK at the place, time and date specified in the Data Sheet.

Proposals or bids received after the date and time specified shall not be accepted under any circumstances.

4.6.8.2 Late Submission of Proposals

Any proposal received after the deadline for the submission of proposal will be rejected by CAK and returned unopened to the bidder or their representatives. No liability can be accepted for late delivery of tenders.

4.6.9 Submission and Sealing of Proposals

Bidders must submit their proposals by hand and deposited in the tender box at the address indicated in the Data Sheet, the number of copies required is specified in the Data sheet. The original and the copies of the proposal must be sealed in separate envelopes and marked "original" and "copy" and these envelopes enclosed in one single envelope. The inner and

outer envelopes shall be addressed to CAK and **shall bear the name and address of the bidder, the proposal reference and a warning** not to open before the date and time specified.

4.6.10 Ownership of Proposals

CAK retains ownership of all proposals received and bidders have no right to have their proposals returned, unless the proposal was received after the deadline for submission of proposals.

4.6.11 Modification and Withdrawal of Proposals

A bidder may modify or withdraw its proposal after proposal submission provided that written notice of the modification, including substitution or withdrawal of the proposal, is received by CAK prior to the required deadline for submission of proposals. A withdrawal notice may also be sent by email, but must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.

No proposal may be modified after the deadline for submission of proposals. No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the bidder on the Form of proposal.

4.6.12 Joint Venture or Consortium

If a bidder is a joint venture or consortium of two or more persons, the proposal must be single with the object of securing a single contract, each person will jointly and severally liable for the proposal and any resulting contract. A representative must be designated to act as lead patner with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing by CAK.

The proposal may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium.

Each member of such joint venture or consortium must provide the proof required under eligibility as if it, itself, were the bidder.

4.6.13 Proposal Opening

The proposal will be opened at the time and date specified in the Proposal Data Sheet (Clause 3.4), by the committee appointed for the purpose, to determine whether the proposals contain all of the required documents and have been properly signed. Any envelopes marked "Withdrawal or received after the deadline shall not be opened but shall be returned to the bidder(s)

2.7 Evaluation of Proposals

4.7.10 Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of the proposals, bidders may be required, at the sole written request of the evaluation committee through CAK, to provide clarifications within 48 hours.

4.7.11 Confidentiality

After the public opening of the proposals, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of contract can be disclosed.

4.7.12 Undue Influence or Corrupt Practice

Any attempt by a bidder to influence the evaluation committee in the process of examination,clarification,evaluation and comparison of proposals, to obtain information on how the procedure is progressing or to influence CAK in its decision concerning the award of the contract, will result in the immediate rejection of its proposal.

4.7.13 Acceptance of Any Proposal or Rejection of Any or All Proposals

CAK reserves the right to accept or reject any proposal and to annul the proposal process and reject all proposals at any time prior to contract award without incurring any liability to bidders. In this event all bidders will be notified by CAK

4.7.14 Undue Influence or Corrupt Practice

A substantially responsiveness proposal is one that confirms in all respects all the terms, conditions and specifications of the RFP documents without material deviation. If a proposal is not materially responsive it will be rejected and cannot subsequently be made responsive by correction.

For purpose of this document, a material deviation, reservation or omission shall be construed to be one.

i. That affects in a substantial way, the scope, quality or performance of the consultancy service.
ii. Which limits in any substantial way the rights and obligations under the contract, or
iii. Which the rectification of, would affect unfairly the competitive position of the other applications.

The evaluation panel may waive any minor informality, non-conformity or irregularity, provided that such waiver does not prejudice or affect the relative ranking of any application.

4.8 Examination of Proposals

The proposals will be examined to confirm that all documents and technical supporting information required has been provided and the proposal is complete.

Each proposal that has been determined as substantially responsive will be evaluated in accordance with set criterion, taking into account any price adjustments arising from corrections or discounts.

Quality and Cost Based Selection (QCBS) method shall be applied in the final analysis of the proposals. This will be weighted as follows;

- Technical 80 points
- Financial 20points

4.8.1 Technical evaluation

The proposal will be examined to determine acceptance of all terms and conditions specified in the RFP document by the bidder, without any material deviation. The technical aspects will be evaluated to determine full compliance with the requirements specified in the RFP.

4.8.2 Evaluation of Proposals

Each proposal that has been determined as substantially responsive will be evaluated in accordance with set criterion, taking into account any price adjustments arising from corrections and discounts.

4.8.2 Post-qualification of the Bidder

CAK will determine to its satisfaction whether the bidder selected is qualified to perform the contract satisfactory by examining the documentary evidence of the selected bidder's qualifications, as indicated in the Data Sheet.

4.9 Award of Contract

4.9.1 Notification of Award

Prior to the expiration of the proposal validity period, CAK shall notify the successful bidder in writing that its proposal is successful. Subject to contract and has been accepted. Unsuccessful bidders shall only be notified of the status of their bids.

4.9.2 Award of Award

The bidder with the highest total weighted score as outlined in Clause 4.2 of the Data Sheet shall be notified as being the successful bidder and invited to enter into negotiations with the aim of reaching a final agreement and execution of a contract. Prior to such execution of a contract, all dealings will be on a subject to contract basis and no binding commitment will arise on CAK part.

4.9.2 .1 Signature of the Contract

After notification of award, CAK will send the successful bidder, the draft contract and any standard/Special conditions. The bidder shall sign and return these within a specified time period**.**

4.10 Ownership and copyright

Copyright on all designs, materials, data, documents and reports produced, as part of this project will belong to CAK.

Clause Ref:	1.0 General
1.1	1 **Name of Client**: The procuring entity is CAK **2.Recipient**: The Services shall be delivered to CAK 3.**Method of Selection**: Quality of Cost Based Selection (QCBS)
1.2	The name and reference number of the Invitation to Bid is Re-Tender No.CAK/TEND/RFP/006/2024-2025, Consultancy Services for ISO Re-Certification
1.3	**Clarifications** 1. Requests for clarification quoting the tender number and title must be received by 12.00pm East African time on 31st January 2025.Clarification requests received after this date and time shall not be responded to. Response to queries are expected to have been sent out to all bidders by 4th February 2025. 2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the CAK-Procurement Unit on official letterhead only by registered mail or hand delivered to the address and contacts below. 3.The address and contact for submitting proposal and requesting clarifications is as follows: - **The Director General** **Competition Authority of Kenya** **CBK Pension Towers,15th Floor** **P.O. Box 36265-00200** **Nairobi-Kenya**
	2.0 Preparation of Proposal
2.1	The currency specified for this proposal is Kenya shillings
2.2	The proposal(s) must remain valid for 90 days from the date of submission
2.3	The bidder shall submit one (1) original and one (1) copy of its proposal
	3.0 Submission of Proposal
3.1	Proposals must be received deposited in the tender box before 12.00 noon East African Time(GMT +3) on Friday,7th February 2025 at the address indicated in 1.3
3.2	Bidders must submit the original and copy of the technical proposal as well as the original of the Financial proposal and copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked "Original" and copy marked clearly as "Copy"
3.3	Submission of proposal by electronic mail is not allowed
3.4	**Opening of technical and financial proposals** 1. Opening of technical proposal shall be undertaken immediately following the proposal submission. Bidders or their authorized representatives are allowed to attend and observe the technical proposal opening if they so choose. The bidders or their representatives shall sign a register of attendance. 2. The bidder's names and the presence or absence of Bidder's Declaration integrity pact and other such details as the CAK, at its discretion, may consider appropriate will be announced at the opening.

	3. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below. 4. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposal returned to them.
	4.0 Evaluation and comparison of Proposals
4.1	**Currency:** The currency for evaluation process will be Kenyan Shillings
4.2	**Proposal evaluation and criteria and process** In assessing the proposals submitted, the tender processing committee will carry out 4 stage (Quality and Cost Based Selection process) as follows: **1.Mandatory** Firms must provide all the mandatory requirements. Only firms that meet all mandatory requirements proceed to technical evaluation Tenderers are required to submit copies of the following **MANDATORY DOCUMENTS** which will be used during Preliminary Examination to determine responsiveness: **1) Copy of certificate of Registration/Incorporation.** **2) Copy of Valid Tax Compliance certificate.** **3) Copy of Valid Business Permit/Trade License.** **4) Audited Financial Statements 2021, 2022 & 2023.** **5) Licensed by (recognized organizations) an international qualified body licensing ISO 9001:2015 training entities. (Proof required.).** **6) Must Fill, sign and stamp the Form of Tender in the format provided** **7) Must Submit a Tender Security of Ksh. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period.** **8) Must submit a dully filled up Confidential Business Questionnaire in format provided** **9) Must provide details and reference letters of at least five (5) clients for a similar work done.** **10) Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.** **11) Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.** **12) The Bid documents must be bound & serialized.** **13) Bidders must submit an original and a copy of the bid document.** **At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.** **2.Technical evaluation**

(a) The technical evaluation will be on a scoring system marked out of a maximum of 80 marks. Only proposals that score at least 80% in this technical evaluation will be deemed to be technically responsive and eligible for Stage 2. Marks will be awarded according to the following matrix

Item	Criterion Total
1. Company Profile • Ownership- • Financial Performance: -Profitability index & Liquidity Ration	5
2. Capacity • Experience in Similar assignments at least five projects - (Proof of assignments by attachments of contracts, letter recommendation) • Qualification and experience of key staff -Team leader - -3 other Team members -	35
3. Understanding & Interpretation of TOR,s	15
5.Methodology & Approach	15
6.Work plan & work schedule	10
Total technical Score	**80**

3.Financial evaluation

The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation) with a maximum financial score of 20%. Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation.

The formula

$P_c = L_p/P \times 30$ shall be used where: P=Price, P_c=Percentage allocated, L_p = Lowest price quoted

4.Total proposal score

A total proposal score will then be ascribed to each qualifying bidder, as the sum of:

14) Technical score 80%;and

15) Financial score 20% as calculated above.

Finally, bidders will be ranked by total proposal score and the highest scoring bidder overall will be selected as the successful bidder. Where, the highest scoring bidder is unable to confirm availability of the work, the next highest combined scoring bidder will be selected as the successful bidder.

3.0 REQUIRED DOCUMENTATION

5.1 Mandatory Documents

Bidders will be required to submit copies of the following:

1. Copy of certificate of Registration/Incorporation
2. Copy of Valid Tax Compliance certificate
3. Copy of Valid Business Permit/Trade License
4. Audited Financial Statements 2021, 2022 & 2023.
5. Attach copy of certificate/letter authorizing to carry out the certification process.
6. Must Fill, sign and stamp the Form of Tender in the format provided
7. Must Submit a Tender Security of Ksh. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period.
8. Must submit a dully filled up Confidential Business Questionnaire in format provided
9. Must provide details and reference letters of at least four (4) clients for a similar work done.
10. Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
11. Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.
12. The Bid documents must be bound & serialized.
13. Bidders must submit an original and a copy of the bid document**.**

5.2 Technical Documentation

Bidders will be expected to submit information that addresses the areas contained in the below table:

Company Details
Company Profile • Ownership • Financial Performance:-Profitability & Liquidity Ratio
Capacity to provide the services **Experience** • Firms are expected to demonstrate adequate experience in providing similar services to those described. • By way of submitting recommendation letters, as a proof of performance for at least five (5) similar contracts with performed within the past five years. **Qualifications and experience of key staff** Firms should demonstrate capacity of staff to handle the project -Team leader **Other team members** • Firms are expected to have qualified and experienced team to undertake the project. Firms

should provide CVs (in the format provided in the tender documents) for the project team. Also provide copies of certificates and testimonial for the project team.
Understanding & Interpretation of TORs Firms are expected to demonstrate an understanding of the services Methodology & Approach
Work plan and work schedule Firms should provide detailed work plan outlining specific tasks, frequency of tasks, time required, and manpower and equipment requirements. The schedule so provided will indicate how the firm intends to deploy its staff and equipment throughout the contract period. While a clear identification of operational areas, nature of tasks and frequency of operation will provide an indication of how well the specifications and desirable standards of service will be attained.

4.0 PROPOSAL STANDARD FORMS

(a)Proposal Submission Form

(b)Bidding Entity Profile Format

(c)Experience sheet format

(d)A schedule of the proposed staff and Task Assignment

(e)Curriculum Vitae format

(f)Suggestion on the Terms of Reference

(g)Methodology and work plan for performing the assignment

(h)Financial Proposal Format

(i)Bidder Declaration.

(j)Contract form

PROPOSAL SUBMISSION FORM

Date…….
Tender No……

The Director-General
Competition Authority of Kenya
P.O.Box 36265-00200 Nairobi

Dear Sir,
Having examined the RFP document, which is hereby duly acknowledged, we, undersigned wish to submit our proposal for consideration for award of a contract for consultancy services for ISO Re-Certification.

We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the instructions, and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract and executed, this Tender, together with your written acceptance therefore and your notification of award, shall constitute a binding contract between us

Dated this……..Day of……2018……...

Signed……..Name…….DIRECTOR

Duly authorized to sign tender for and on behalf of……..

BIDDING ENTITY PROFILE FORMAT

Part 1 General Profile:

Business name……..

Location of Business……

Postal Address…….Tel No…….Fax…….

Email…….

Nature of Business……..

Registration Certificate No……

Part 2 a-Sole Proprietorship

Full name…….Age……..

Nationality……

Citizenship……

Part 2 b- Partnership

Name	Nationality	Citizenship	Shares (%)
1…….			
2……			
3…….			

Part 2 C – Registered Company

Private Company Public Company

Give details of all directors as follows:

Name	Nationality	Citizenship	Shares (%)
1……			
2……			

EXPERIENCE SHEET FORMAT

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

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

<table>
<tr><td>Assignment Name:</td><td colspan="2">Country</td></tr>
<tr><td>Location within Country:</td><td colspan="2">Professional Staff provided by Your

Firm/Entity(profiles):</td></tr>
<tr><td>Name of Client:</td><td colspan="2">Clients contact person for the assignment.</td></tr>
<tr><td>Address:</td><td colspan="2">No of Staff-Months; Duration of
Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Kshs)</td></tr>
<tr><td colspan="2">Name of Associated Consultants. If any:</td><td>No of Months of Professional
Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Name and title of signatory; _____

Complete one form for each consultancy undertaken in the last three years

A SCHEDULED OF THE PROPOSED STAFF AND TASK ASSIGNMENT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

CURRICULUM VITAE (CV) FORMAT FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:_____

Name of Firm:_____

Name of Staf_____

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: _____

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

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]*

SUMMARY OF COSTS

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

BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	**Description:_____**
Price Component	**Amount(s)**
Remuneration **Reimbursable** **Miscellaneous Expenses** **Subtotal**	

BREAKDOWN OF REMUNERATION PER ACTIVITY

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

BIDDERS DECLARATION TO UNDERAKE THE ASSIGNMENT

CONTRACT FORM

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 reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.**
2. Term	**The Consultant shall perform the Services during the period commencing _____*[Insert start date]* and continuing through to_____*[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.**	
3. Payment	**A.**	**<u>Ceiling</u>**

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ *[Insert ceiling amount].* This amount has been established based on the understanding that it includes all of the Consultant's costs and profits aswell as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. <u>Remuneration</u>

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. <u>Reimbursables</u>

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

(i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;

(ii) such other expenses as approved in advance by the Client's coordinator.

D. <u>Payment Conditions.</u>

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. <u>Coordinator</u>

The Client designates _____

[Insert name] **as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices**

(ii)

for payment and for acceptance of the deliverables by the Client.

B. <u>Timesheets.</u>

During the course of their work under this Contract, including field work, the Consultant's employees

Providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. <u>Records and Accounts</u>

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard — **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 or 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 Subcontract any portion thereof 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 this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.**

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

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) <u>Remuneration of Staff</u>

	Name	**Rate (per month/day/hour in currency)**	**Time spent(numberof month/day/ hour)**	**Total (currency)**
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursable

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT
2015.

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

1. THAT I am the 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 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 deposed to hereinabove is true to the best of my knowledge, information and belief.

……. ……. ……

(Title) (Signature) (Date)

Bidder Official Stamp

SELF DECLARATION FORMS REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

1. THAT I am the 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 Procuring entity) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…….. (insert name of the Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…….. (insert name of the Procuring entity).
3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

……. ……. ……

(Title) (Signature) (Date)

Bidder Official Stamp