



CHASE BANK KENYA LIMITED

REQUEST FOR PROPOSAL (RFP)

**QUALITY ASSESSEMENT REVIEW OF INTERNAL AUDIT, RISK AND
COMPLIANCE DEPARTMENTS**

Release Date: 27th January 2017

Last Date for Receipt of bids: 17th February 2017 (5:00 PM)

ISSUE OF RFP DOCUMENT TO PROSPECTIVE BIDDERS

PROVISION OF QUALITY ASSESSEMENT REVIEW OF INTERNAL AUDIT, RISK AND COMPLIANCE DEPARTMENTS

This form serves as an acknowledgement of receipt of the tender and participation.

This page is to be **completed immediately upon receiving the document** and a scan copy e-mailed to procurementdpt@chasebank.co.ke

Firms that do not register their interest immediately in this manner may not be sent the RFP addenda should any arise.

Table 1: Registration of Interest to Participate

Item	Supplier Details
Name of Person:	
Organization Name:	
Postal Address:	
Tel No:	
Fax No:	
Email Address: (this e-mail address should be clearly written as communication with bidders shall be through e-mail)	
Signature:	
Date:	
Company Stamp:	

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DEFINITIONS

For purposes of this document, the following definitions shall apply:

- The Bank:** Chase Bank (IR) Kenya Limited
- Bid:** The Quotation or Response to this RFP submitted by prospective Suppliers for fulfilment of the Contract.
- Supplier:** The Company awarded the task of supplying all the items described in this document installing and commissioning them.
- Contract:** Supply, installation and commissioning of all the works, equipment and/or services that are described in this document, which will contribute towards meeting the objective of the RFP
- Warranty:** Period from the time installation and testing is completed, during which the Contractor undertakes to replace/rectify equipment and/or installation failures at no cost to the Bank

SECTION 1 – REQUEST FOR PROPOSALS

1.1. Company Background

Chase Bank (IR) Kenya Limited is a commercial Bank in Kenya licensed to providing Banking, financial products and services to its clients. The Bank serves different customer segments such as the youth, women, diaspora clients, corporates professionals, SMEs, agribusinesses clients among its business portfolio mix. The Bank seeks to create lasting value for clients, shareholders, and communities where it serves. It focuses on providing exceptional customer service, digital Banking convenience and building strong lasting relationships for all its clients. The Bank currently has a network of over sixty (60) branches countrywide with a growth plan to open more branch outlets in the country. Kindly visit the Bank website www.chasebankkenya.co.ke for more information.

This document therefore constitutes the formal Request for Proposals (RFP) for **provision of quality assessment review of internal audit, risk and compliance departments** and is being availed on a restricted basis.

1.2. Background, Aims and Objectives

The purpose of this RFP is to identify a vendor for the Provision of quality assessment review of internal audit, risk and compliance departments on or before 17th February 2017 for a contract with Chase Bank (IR) with a branch network of over 60 branches spread across the country.

1.2.1 Current status

The Institute of Internal Auditors' auditing standards effective January 1, 2002 require the chief audit executive to develop and maintain a quality assurance and improvement program that covers all aspects of internal audit activities and that continuously monitors the effectiveness of such activities. This guidance recommends that the quality assurance and improvement program should include both internal and external assessments, with external assessments conducted once every five years by a qualified, independent reviewer or review team from outside the organization.

To comply with these standards, to help reasonably ensure that services offered by the internal audit, risk and compliance departments continue to be aligned with the strategies and objectives of the Bank and to help reasonably ensure that the departments continues to make appropriate use of best practices, Chase Bank has requested a QA of the Bank's internal audit, risk and compliance departments. The QA services being requested by Chase Bank should be performed in compliance with the attribute and performance standards set forth in the Institute of Internal Auditors' "Quality Assessment Manual" (fourth edition) ("the Standards").

1.3. Format of RFP Response and Other Information for Bidders

1.3.1. The overall summary information regarding the **Provision of quality assessment review of internal audit, risk and compliance departments** is given in section 2 – Scope of Work. The bidder shall include in their offer and any additional services considered necessary for the successful implementation of their proposal.

1.3.2. Proposals from bidders should be submitted in two distinct parts, namely **technical proposal** and **financial proposal** and these should be in two separate sealed envelopes, both of which should then be placed in a common sealed envelope marked:

(AUDIT/JANUARY 2017/ PROVISION OF QUALITY ASSESSEMENT REVIEW OF INTERNAL AUDIT, RISK AND COMPLIANCE DEPARTMENTS)

The two separate inner envelopes should be clearly marked “**Technical Proposal**”, and “**Financial Proposal**”, respectively, and should bear the name of the Bidder.

1.3.3. **The Technical Proposal** should contain the following:

Bidders, willing to be considered For **Provision of quality assessment review of internal audit, risk and compliance departments** are expected to furnish the bank with among others the following vital information, which will be treated in strict confidence by the Bank.

- Provide a company profile as per supplier questionnaire in Annex 2.
- A brief background of the firm, highlighting experience, capabilities, processes and resources
- Legal registration, and professional affiliations,
- Length of time in relevant area of work/specialization – including certifications to undertake Quality Assurance Reviews.
- Profile of the Project lead.
- At least five reference sites where similar nature of work has been successfully completed and where the Bank would obtain references as per annex 1 and section 2.6
- Availability of Resources
- This RFP document duly signed
- Audited financial statements of the company submitting the RFP bid, for the last two years.
- Demonstrate capability and capacity to provide **quality assessment review of internal audit, risk and compliance departments** as per Chase Bank requirements in section 2.
- Any other information/documents which may be considered necessary or useful for this RFP.

- 1.3.4 The Financial proposal** shall be in a separate envelope clearly indicating the total cost of providing quality assessment review of internal audit, risk and compliance departments services as follows:-
- a. The Financial Proposal should include a breakdown of the costing for carrying out the assignment.
 - b. The Supplier shall ensure that the prices are fixed during the Original Contract Period.
 - c. Reimbursable costs should be clearly indicated and included as part of the financial proposal
 - d. The cost should be inclusive of applicable taxes (VAT and withholding Tax) and these should be clearly indicated.
 - e. Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission. The Bank will make its best efforts to arrive at a decision within this period.
- 1.3.5** Assuming that the Contract will be satisfactorily concluded, the bidders shall be expected to commence the assignment after the final agreement is reached.
- 1.3.6** The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm in the case of a joint venture.
- 1.3.7** The bid documents shall be addressed to the following address and dropped at the tender box on **Ground Floor (main reception area) at our head office Riverside Mews, along Ring Road Junction off Riverside Drive.**

**“AUDIT/JANUARY 2017/ PROVISION OF QUALITY ASSESSEMENT REVIEW OF INTERNAL
AUDIT, RISK AND COMPLIANCE DEPARTMENTS”**

**The Chairperson,
Procurement Committee,
Chase Bank (Kenya) Limited,
P. O. Box 66049-00800,
Nairobi**

Please note that tenders received by facsimile or electronic mail will be rejected.

- 1.3.8** The Bank reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action.

The vendor's terms and conditions will not form part of any contract with Chase Bank in relation to this tender.

Canvassing is prohibited and will lead to automatic disqualification.

1.3.9 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.10 Clarification of Bidding Document

- i. All correspondences related to the contract shall be made in English.
- ii. Should there be any doubt or uncertainty, the Bidder shall seek clarification in writing addressed through e-mail to procurementdpt@chasebank.co.ke
- iii. Any clarification sought by the bidder in respect of the RFP should be sent by **3rd February 2017 by 12:00pm** in writing through the same mail as above indicated.
- iv. It is the responsibility of the Bidder to obtain any further information required to complete this RFP.
- v. Any clarification requests and their associated response will be circulated to all Bidders.
- vi. The RFP Clarification Template is as follows:-

<ul style="list-style-type: none">• Company Name:• Contact Person: (primary Supplier contact)• E-mail:• Phone:• Fax:• Document Number/Supplier:			
#	Date	Section / Paragraph (2)	Question
1			
2			
3			
(1) Question(s) mailing Date.			
(2) From CHASE BANK Document.			

The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders.

Enquiries for clarifications should be sent by e-mail (using the format above) to:
procurementdpt@chasebank.co.ke

1.3.11 Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders that have received the bidding documents will be notified of the amendment in writing, and it will be binding on them. It is therefore important that bidders give the correct details in the format given on page 1 at the time of collecting/receiving the RFP document.

To allow prospective bidders reasonable time to take any amendments into account in preparing their bids, the Bank may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

1.3.12 Deadline for Submission of Bids

Bids should be addressed to the Chairperson, Procurement Committee and sent for receipt on or before **17th February 2017 by 5:00pm**. Any bid received by the Bank after this deadline will be rejected.

1.3.13 Responsiveness of Proposals

The responsiveness of the proposals to the requirements of this RFP will be determined. A responsive proposal is deemed to contain all documents or information specifically mentioned in this RFP document. A bid determined not responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

1.3.14 Bid Evaluation and Comparison of Bids

1.3.14.1 Technical proposals will be evaluated based on the following general areas and bids comparison:

- Technical proposal requirements on section 1.3.3 and Section 2.
- Firm's general experience in the field of assignment.
- Relevant references from previous assignments as per Annex 1.
- Understanding of the aims and objectives.
- Proposed methodology and work plan.
- The qualifications and relevant experience of the personnel to this assignment.
- Overall value proposition.

All tender responses will be evaluated in two phases:-

- a. Preliminary and detailed technical evaluation that will determine administrative compliance and technical compliance and support responsiveness of the vendor.
- b. Financial evaluation to consider pricing competitiveness and the financial capability of the vendors, along with Professional indemnity.

Once the bids are opened, bid evaluation will commence. In the event that the Bank may need to visit client site, vendors will be notified in writing. The Bank may also make surprise unannounced visits to the vendors offices to verify any information contained in the bid document. All visits are at the discretion of the Bank. Vendors may also be called upon to make brief and short presentations and /or demos on their assignment before a panel constituted by the Bank.

1.3.16.2 Financial proposals will be evaluated on the basis of cost, lead-time and payment terms if not specified in this document.

1.3.15 Buyers Rights

Chase Bank reserves the right to reject any or all RFP without giving any reasons and Chase Bank has no obligation to accept any offer made. Chase Bank also reserves the right to keep its selection and selection criteria confidential. Chase Bank reserves the right to award the tender in part or in whole to either a single vendor or split the award to multiple vendors in the final award. Bids not strictly adhering to RFP conditions may not be considered by Chase Bank whose decision on the matter shall be final.

SECTION 2 – TERMS OF REFERENCE/SCOPE OF WORK

2.1 REQUIREMENT

The Service Provider will be required to:

1) Scope of Works

While implicit in the IIA Standards, specific areas that should be covered in the QA include but are not limited to:

- a) Structural and functional independence
- b) Objectivity
- c) Proficiency, including knowledge, skills, experience and technical proficiency for specialized operations
- d) Continuing professional development of internal audit personnel
- e) A quality assurance program
- f) Department management, including resource management, policies and procedures, department management reporting, and overall supervision quality
- g) Risk assessment methodology and documentation
- h) Planning (including annual planning and audit planning)
- i) Audit execution, including audit program design, execution and work paper documentation
- j) Reporting, including the quality and timeliness of reporting to department management, senior management and the audit committee
- k) Monitoring practices, including exception tracking and follow-up
- l) Internal audit's alignment with other risk management efforts within Chase Bank and corporate objectives
- m) A definition of the audit universe
- n) A review of the adequacy and testing for adherence to written policies and procedures

Governance, Risk and Compliance Quality Assessment Review

Risk Management and Compliance would like to undertake an independent assessment to:

- Highlight risk management and compliance areas that need further improvement.
- Recommend measures to address gaps between the current state and best practices.

Specific areas that should be covered in the QA include but are not limited to:

- a) Guidelines to manage the fundamental issues of the control environment in the first line of defence such as compliance literacy, accountability, performance incentives, and risk culture definition
- b) Standards for risk materiality (for example, of material risk, tolerance levels, and tie to risk appetite) comprehensive
- c) Risk identification and assessment process/tools (for example, inventory of risks, objective risk-assessment scorecards, and risk- measurement methodology)
- d) Standards for an effective risk-mediation process (for example, root-cause analysis and performance tracking)
- e) Standards for training programs and incentives tailored to the realities of each type of job or work environment
- f) Review of existing standardized risk, process, product, and control taxonomies
- g) Recommend a compliance and risk management-information systems providing an integrated view of risks and reflecting common risk taxonomy with internal Audit functions.

IT Environment

The assurance departments in the Bank use the following applications:

- TeamMate (Audit activity workflow application)
- Audit Command Language (Data Analytics application)
- AMLOCK (Anti Money Laundering and Fraud Detection solution)
- Acumen (Management of treasury instruments)

2) Project Deliverables

At the conclusion of the engagement, the required deliverable will be a formal report that addresses, at a minimum, the following:

- A conclusion on the independence and effectiveness of internal audit within the standards established by the IIA
- Current strengths of internal audit
- Specific observations regarding opportunities for improvement identified during the review, including the relative significance of each opportunity

- Specific implementation recommendations to improve internal audit's independence and/or effectiveness as applicable
- Internal auditing best practices for internal audit's consideration
- Recommendations for additional ways internal audit can add value to both management and the audit committee

A separate formal report that addresses and compliments the Bank's efforts to effectively and efficiently mature the risk-and-control frameworks to make them more robust and sustainable over time.

2.2 TIMELINES

The delivery timeline should be according to the dates stipulated on the contract terms.

2.3 OVERALL RESPONSIBILITY

- h) The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.
- i) The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- j) The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.
- k) The Bidder shall appoint an experienced security resource to handle the Project for the duration of the Contract. The Bank may also demand a replacement of the manager if it is not satisfied with the manager's work or for any other reason.
- l) The Bidder will not disclose the Bank's information it has access to during the course of the Project, to any other third parties without the prior written authorization of the Bank. This clause shall survive the expiry or earlier termination of the contract.

2.4 PRICING

The Costs should be in Kenya shillings inclusive of all taxes; clearly stating Monthly/Daily rates where appropriate.

All taxes and VAT amount must be clearly stipulated and separated from the base costs and should be valid for a minimum of 90 days.

2.5 DELIVERY

Delivery and performance of the services shall be made by the successful bidder in accordance with the time schedule as per proposal and subsequent agreement.

2.6 DELAYED DELIVERY BY THE CONSULTANT

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.7 BID EFFECTIVENESS

It is a condition of the Bank that the vendor guarantees the sufficiency, and effectiveness of the contract proposed to meet the Bank requirements as outlined in this document. The Bank will hold the vendor solely responsible for the accuracy and completeness of information supplied in response to this tender. The Bank will hold the vendor responsible for the completeness of the consultancy proposed and that were the vendor to be awarded the tender, they would implement the project without any additional requirements from the Bank.

2.8 PAYMENT TERMS

The Bank will NOT make any payments in advance. The Bank will issue a Contract for all the services ordered. The rendered services will be paid within 30 days credit period after successful delivery, completion and acceptance of the services being rendered.

The Bank will not accept partial deliveries and neither will the Bank make partial payments. Payment for services will only be made once the full scope of service has been successfully provided.

NB: CHASE BANK SHALL ONLY MAKE PAYMENTS THROUGH A CHASE BANK ACCOUNT AND THUS SUCCESSFUL BIDDERS ARE ENCOURAGED TO OPEN AN ACCOUNT

2.9 STAFFING

The supplier will provide the relevant project team to be engaged for offering the quality assessment review of internal audit, risk and compliance departments' services and tools to carry out all the required work under this tender. A Project Manager and a Supervisor are required to coordinate and report on the project's progress throughout the contract period.

2.10 RESPONSIBILITY AS AN INDEPENDENT CONTRACTOR

The Supplier agrees to take overall responsibility for any services rendered; regardless of whether third parties are engaged by the Supplier or the Supplier himself carries them out.

SECTION 3 – GENERAL CONDITIONS OF CONTRACT

3.1 Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not be limited to the general terms of contract as stated in the conditions indicated below:

3.2 Award of Contract

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Bank will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with his proposals.

After agreement has been reached, the successful Bidder shall be invited for signing of the Contract Agreement to be prepared by the Bank in consultation with the Bidder.

3.3 Application of General Conditions of Contract

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

3.4 Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

3.5 Performance Security

- 3.5.1 The Bank may at its discretion require the successful bidder to furnish it with Performance Security in the amount specified in the accepted Bid.
- 3.5.2 The Performance Security shall be in the form of a Bank guarantee issued by a commercial Bank operating in Kenya and shall be in a format prescribed by the Bank. The performance guarantee shall be submitted within 10 days of notification of award.
- 3.5.3 The proceeds of the Performance Security shall be payable to the Chase Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 3.5.4 The Performance Security will be discharged by the Company not later than two months following the date of completion of the Bidder's performance obligations, and the Bank's acceptance of the final report as specified in the contract.

3.6 Delays in the Bidder's Performance

- 3.6.1 Delivery and performance of the provision of quality assessment review of internal audit, risk and compliance departments' services shall be made by the successful Bidder in accordance with the time schedule as per Agreement.
- 3.6.2 If at any time during the performance of the Contract the Bidder encounters conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 3.6.3 Except in the case of "force majeure" as provided in Clause 3.13, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 3.8.

3.7 Liquidated damages for delay

The contract resulting out of this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

3.8 Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

3.9 Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

3.10 Bidder's Obligations

- 3.10.1 The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.
- 3.10.2 The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

3.10.3 The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

3.10.4 The Bidder will not disclose the Bank's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Bank. This clause shall survive the expiry or earlier termination of the contract.

3.11 The Bank's Obligations

In addition to providing Bidder with such information as may be required by the bidder the Bank shall,

- (a) Provide the Bidder with specific and detailed relevant information
- (b) In general, provide all relevant information and access to Bank's premises.

3.12 Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical

Information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause 2.15 shall survive the expiry or earlier termination of the contract.

3.13 Force Majeure

(a) Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.

(b) Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.

(c) The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.

- (d) The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- (e) The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

SECTION 4 – ANNEXURES

ANNEX 1 – REFERENCES

References of similar services for organizations similar to Chase Bank in size and complexity are preferred:-

	Prior Services Performed for:	Response
1	Company Name	
	Country	
	Listed on the NSE (Yes/No)	
	Work done and name of final document	
	Year work done	
	Staff Population as at year work done	
	Person contact at the company	
	Telephone and Email of the person contact	
2	Company Name	
	Country	
	Listed on the NSE (Yes/No)	
	Work done and name of final document	
	Year work done	
	Staff Population as at year work done	
	Person contact at the company	
	Telephone and Email of the person contact	
3	Company Name	
	Country	
	Listed on the NSE (Yes/No)	
	Work done and name of final document	
	Year work done	
	Staff Population as at year work done	
	Person contact at the company	
	Telephone and Email of the person contact	
4	Company Name	
	Country	
	Listed on the NSE (Yes/No)	
	Work done and name of final document	
	Year work done	
	Staff Population as at year work done	
	Person contact at the company	
	Telephone and Email of the person contact	
5	Company Name	
	Country	
	Listed on the NSE (Yes/No)	
	Work done and name of final document	
	Year work done	
	Staff Population as at year work done	
	Person contact at the company	
	Telephone and Email of the person contact	

ANNEX 2 – CERTIFICATE OF COMPLIANCE

All Suppliers should sign the certificate of compliance below and return it together with this tender document.

We _____ have read this tender document and agree with the terms and conditions stipulated therein.

Signature of tenderer -----

Date.....

Company Stamp/Seal.

***** END *****