



CENTRAL BANK OF KENYA

**TENDER FOR PROPOSAL FOR
PROVISION OF THE AUDIT SERVICES FOR 2012-2015 FOR
CENTRAL BANK OF KENYA**

TENDER NO. CBK/12/2012-2013

**CLOSING DATE: 18TH FEBRUARY, 2013
TIME : 10.00 AM**

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SECTION I. INVITATION TO TENDER

Date: 25/01/2013

TENDER REF NO: CBK/12/2012-2013

1. The Central Bank of Kenya invites tenders for Provision of Audit Services. Complete Tender documents may be obtained from the Director, Department of Estates, Supplies & Transport, 5th floor Central Bank of Kenya Head Office, Nairobi from Monday to Friday, between 9.00 a.m. and 2.00 pm upon payment of a non-refundable fee of KShs 3,000/= in cash or Banker's cheque OR be downloaded from the CBK website; www.centralbank.go.ke and a payment of Kshs 2,000.00 for those who choose to download from the website.
2. Tender documents duly completed in sealed envelopes clearly marked **Tender No CBK/12/2012/2013** should be deposited in the **Green Tender Box No.3** on the Ground Floor of the Main Entrance of the CBK Building on Haile Selassie Avenue Nairobi on or before **18th February 2013 at 10.00 am**. Late bids will not be accepted and will be returned unopened. All tenders must be accompanied by a **Bid Bond of Kshs 50,000.00**. Failure to attach the bid bond will lead to automatic rejection of the tender.
3. Prices quoted should be net inclusive of all taxes and shall remain valid for 120 days from the closing date of the tender.
4. Tenders will be opened publicly on **18th February, 2013 at 10.00am** in the DEST Conference Room 5th Floor Central Bank of Kenya Head Office in Nairobi. Interested tenderers or their representatives may attend the tender opening ceremony.
5. Further information as pertains to this tender may be obtained from the Office of the Director, Department of Estates, Supplies & Transport (Tel: +254 20 2861000/2860000 Fax: +254 20 2863497, +254 20 310604), Fifth Floor, Central Bank of Kenya, Haile Selassie Avenue Nairobi during working hours from Monday to Friday, comms@centralbank.go.ke

**DIRECTOR,
ESTATES, SUPPLIES & TRANSPORT DEPARTMENT**

SECTION II. GENERAL INFORMATION

Introduction

1. Eligible Tenderers

1.1 This invitation to tender is through open tender advertisement in the media and competent firms are invited to bid.

1.2 Tenderers shall be declared ineligible for corrupt and fraudulent practices. For purposes of this clause “corrupt and fraudulent practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of CBK officials in the selection process or in contract execution.

2.0 Cost of Tendering

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

The Tender Document

3.0 Contents

3.1 The tender document comprises the documents listed below and addendum issued in accordance with clause 5 of these instructions to tenderers.

- (i) Invitation to Tenders
- (ii) General information

3.2 The tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

4.0 Clarification of Documents

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify the Bank in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the address indicated in the Invitation for tenders. The Bank will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Bank. Written copies of the Bank response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender document.

5.0 Amendment of Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Bank, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6.0 Tender Form

- 6.1 The tenderer shall complete the Tender Form indicating the services to be performed.

7.0 Tender Prices

- 7.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 7.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including VAT and other taxes payable.
- 7.3 Prices quoted by the tenderer shall be fixed during the term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

8.0 Tender Currencies

8.1 Prices shall be quoted in Kenya shillings.

9.0 Validity of Tenders

9.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Bank. A tender valid for a shorter period shall be rejected by the Bank as non-responsive.

9.2 In exceptional circumstances, the Bank may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

10.0 Format and Signing of Tender

10.1 The tenderer shall prepare the tender in two (2) parts: one showing the Technical Proposal and another to show the Financial Proposal.

10.2 The tenderer shall prepare two copies of the tender, clearly marking each "TECHNICAL ORIGINAL TENDER" and "COPY OF TECHNICAL TENDER," as appropriate similarly there will be – "FINANCIAL ORIGINAL TENDER" and "COPY FINANCIAL TENDER". In the event of any discrepancy between them, the original shall govern.

10.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

10.4 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

11.0 Sealing and Marking of Tenders

11.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

11.2 The inner and outer envelopes shall:

- (a) be addressed to the Bank at the following address:

**Director, Department of Estates, Supplies and Transport
Central Bank of Kenya
P.O. Box 60000-00200
NAIROBI**

- (b) Bear inscriptions **“Tender No CBK/ 12/2012-2013 for the Provision of Audit Services”** and the words: **“DO NOT OPEN BEFORE,” February 18, 2013 at 10.00 am.**

- 11.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is disqualified for any reason before opening.
- 11.4 If the outer envelope is not sealed and marked as required by paragraph 11.2, the Bank will assume no responsibility for the tender’s misplacement or premature opening.

12.0 Modification and Withdrawal of Tenders

- 12.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Bank prior to the deadline prescribed for submission of tenders.
- 12.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 11. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 12.3 No tender may be modified after the deadline for submission of tenders.
- 13 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

Opening and Evaluation of Tenders

14.0 Opening of Tenders

- 14.1 The Bank will open all tenders in the presence of tenderers’ representatives who choose to attend, at **10.00 am on February 18, 2013 at Central Bank of Kenya**

Head Office Building 5th Floor, Conference Room.

15.1. The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or or absence of requisite tender security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the opening.

15.2 The Bank will prepare minutes of the tender opening.

16.0 Clarification of Tenders

16.1 To assist in the examination, evaluation and comparison of tenders the Bank may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered or permitted.

16.2 Any effort by the tenderers to influence the Bank in the Bank's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

17.0 Preliminary Examination

17.1 The Bank will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

17.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the tenderer does not accept the correction of the errors, its tender will be rejected.

17.3 The Bank may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any tenderer.

17.4 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Bank determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

18.0 Evaluation and Comparison of Tenders

The contract shall be awarded to the tenderer who has submitted the most technically proficient and economically advantageous tender among those found to be responsive.

The evaluation shall be carried out as follows:

- 18.1 Examination of the admissibility and administrative conformity of tenders.
- 18.2 Examination of technical conformity in particular compliance with the conditions laid down in Section IV (Terms of Reference). Tenders found not to conform following this examination shall be rejected and excluded from further consideration.
- 18.3 Evaluation of the technical quality of the tender; the evaluation shall be carried out on the basis of the Evaluation Criteria provided hereafter. In order to arrive at the best and most accurate technical evaluation as possible, the Bank reserves the right to invite the most technically qualified tenderer for an interview at a place and time to be communicated by the Bank.
- 18.4 Classification of responsive tenders into the following categories on the basis of the points awarded:

Category 1: Excellent	> or equal to 80 points
Category 2: Good	> or equal to 70 up to 79 points
Category 3: Adequate	> or equal to 65 up to 69 points
Category 4: Inadequate	less than 64 points

Tenders classified as inadequate shall be excluded from further consideration.

- 18.5 The “Tender Price” envelopes shall be opened only for those tenders classified in the highest category. The lowest offer from the highest category shall be chosen on the condition that it is within the financial resources available for the project. If this condition is not satisfied, the same procedure shall be followed for the next best category. However, Category 4 (Inadequate) shall be excluded from consideration.

19.0 Contacting the Bank.

- 19.1 Subject to paragraph 21, No tenderer shall contact the Bank on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 19.2 Any effort by a tenderer to influence the Bank in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the tenderer’s

tender.

Award of Contract

20.0 Post-qualification

- 20.1 In the absence of pre-qualification, the Bank will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest price evaluated responsive tender is qualified to perform the contract satisfactorily.
- 20.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the Bank deems necessary and appropriate.
- 20.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Bank will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

21.0 Award Criteria

- 21.1 The Bank will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

22. The Bank Right to Accept or Reject Any or All Tenders

- 22.1 The Bank reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Bank action.

23.0 Notification of Award

- 23.1 Prior to the expiration of the period of tender validity, the Bank will notify the successful tenderer in writing that its tender has been accepted.
- 23.2 The notification of award will constitute the formation of the contract.

- 233 At the same time as the Bank notifies the successful tenderer that its tender

has been accepted, the Bank will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

- 23.4 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Bank.
- 23.5 Prior to expiration of the tender validity, the Bank shall also notify each unsuccessful tenderer in writing the fate of their tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means the agreement entered into between the Auditor General /Bank and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the tenderer under the contract for the full and proper performance of its contractual obligations.
- (c) **“The Services”** means provision of audit services for three years.
- (d) **“The Tenderers”** means the individual or firm providing the services under this contract.
- (e) **“The Bank”** means The Central Bank of Kenya.

2.0 Application

2.1 These general conditions shall apply in all contracts made by the Bank for the procurement of services.

3.0 Use of Contract Documents and Information

- 3.1 The tenderer shall not, without the Bank prior written consent, disclose the contract, or any provision thereof or information furnished by or on behalf of the Bank to any person other than a person employed by the tenderer in the performance of the contract.
- 3.2 The tenderer shall not, without the Bank’s prior written consent, make use of any document.
- 3.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the tenderer’s performance under the contract if so required by the Bank.

4.0 Payment

4.1 The method and conditions of payment to be made to the successful tenderer under this contract

shall be as specified in the letter of engagement to be entered into between the Bank and the successful tenderer by the Bank conditions of Contract.

5.0 Prices

5.1 Prices charged by the tenderer for services performed under the contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices quoted by the tenderer in its tender.

6.0 Assignment

6.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Bank prior written consent.

7.0 Termination for Default

7.1 The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate this contract in whole or in part:

- (a) if the tenderer fails to provide any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Bank.
- (b) if the tenderer fails to perform any other obligation(s) under the contract.
- (c) If the tenderer, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.2 In the event the Bank terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Bank for any excess costs for such similar services.

8.0 Resolution of Disputes

8.1 The Bank and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

8.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provision of the Arbitration Act of Kenya shall apply.

9.0 Language and Law

9.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 1. The appointing authority is the Auditor General; this is in line with the Provisions of the Public Audit Act, 2003 Section 39.**
- 2. The Contract will be signed between the successful bidder and the Auditor General on behalf of the Bank.**

SECTION V: TERMS OF REFERENCE FOR EXTERNAL AUDIT SERVICES

The Bank intends to procure Audit services from competent/qualifying audit firms for the next three financial years 2012-2013, 2013-2014 and 2014-2015. Each financial year starts from the first day of July and ends on the last day of June. The external auditor will be required to comply with the following terms and conditions:

Terms of reference for Appointed Auditor

1. The appointment will be for the next three year period: 2012-2013, 2013-2014 and 2014-2015 in accordance with Section 39 (1) of the Public Audit Act, 2003. Any re-appointment will be subject to satisfactory performance by the appointed firm as well as certain criteria and specific circumstances including conforming with the terms of the appointment. Such appointments are made at the discretion of Auditor-General
- 2 Under the appointment, the appointed auditor will perform his/her duties in accordance with Section 39 (3) to (6) of the Act. The assignment will require the firm to perform the audit in accordance with the International Standards on Auditing with a view to obtaining reasonable assurance that the financial statements are a fair representation of the financial affairs of the bank and that compliance with laws and regulations exists.
- 3 On completion of the audit, your firm will provide the Auditor-General with the following:-
 - 3.1 A letter of representation confirming that no work other than auditing was performed and that no circumstances or events have arisen since the appointment which would impair the independence of your firm;
 - 3.2 Copies of both systems and final audit management letters;

- 3.3 Copies of responses of the Board of Directors to the management letters;
- 3.4. Your comments on the responses by the Board of Directors to the management letters;
- 3.5 There must be an indication as to whether all issues highlighted in the previous management letters have been resolved.
- 3.6. A brief on any post-balance sheet events; and
- 3.7. A draft statutory audit report on the financial statements including an audit opinion. In accordance with Section 38 (2) and 39 (6) of the Public Audit Act, it will be the responsibility of the Auditor General to sign and issue the statutory audit report.
- 4 It is essential that the audit is handled in strict confidentiality. The appointed firm and or persons involved in the audit should refrain from divulging any information regarding the audit to third parties. Any breach in this regard will be treated in terms of the accepted professional codes and directives of the Office.
- 5 The terms and conditions of the appointment are subject to compliance with the guidelines on audit conducted on behalf of the Auditor-General.
6. In particular, the winning bidder is drawn to Section 39 (6) of the Public Audit Act, 2003 which provides that an authorized auditor appointed under this Section may not certify the results of the examination and audit and may not submit any report required under this Act other than the report under Subsection 4.
7. The Auditor-General shall certify himself that sufficient appropriate audit evidence was obtained to fully support the over-all audit opinion given on the financial statements. The appointed auditor therefore will without limitations avail the audit working paper files to the Auditor-General for review.

SECTION VI: EVALUATION

TENDER EVALUATION CRITERIA

The client will carry out evaluation on the tenders on the basis of the following factors:

1. The criteria for evaluation shall be sub-divided into three phases, namely: Mandatory, Technical and Financial criteria. Only firms meeting all the mandatory requirements will proceed for Technical evaluation;
2. Technical criterion will carry a total weight of 100% with a pass mark of 75%. All firms achieving the 75% mark will be evaluated financially. The firms will be ranked with the lowest being first and the highest last. The firm that scores the minimum mark of 75% and whose price is the lowest may be awarded the tender. If there is a tie on price, the firm with the highest marks among the tying firms may be awarded the tender.

A. MANDATORY REQUIREMENTS.

	Requirements	Responsive or not responsive
MR1	Must submit a copy of Certificate of Registration/Incorporation	
MR2	Must submit a copy of Tax Compliance Certificate issued by KRA, valid up to and including the tender closing date.	
MR3	Provide signed Copies of Audited Accounts for the latest two years (the most current and the preceding year)	
MR4	Provide duly completed Confidential Business Profile in the format provided.	
MR5	Tenderers must submit with the tender a Bid Security Bond (Tender Security) in the amount of Kshs 50,000.00.	
MR6	Provide evidence of registration and current practicing License from a professional body.	
MR7	Provide evidence of valid professional indemnity insurance (certificate/policy of Professional Indemnity insurance cover)	

TECHNICAL CRITERIA

Number	Criteria item	Rankings of marks	Maximum Marks to be awarded
1	<p>Previous audit experience of Government institutions or State Corporations. Provide a list.</p> <p>i. 5 and over Government institution/State Corporations</p> <p>ii. 4 Government institutions/ State Corporations</p> <p>iii. 3 Government institutions/ State Corporations</p> <p>iv. 2 Government institutions/ State Corporations</p> <p>v. 1 Government institution/ State Corporations</p>	<p>10</p> <p>8</p> <p>6</p> <p>4</p> <p>2</p>	10
2	<p>Audit experience of organizations with an average operating annual income of KShs. 5 billion and above. Provide a list</p> <p>i. 5 and more Organizations</p> <p>ii. 4 Organizations</p> <p>iii. 3 Organizations</p> <p>iv. 2 Organizations</p> <p>v. 1 Organization</p>	<p>10</p> <p>8</p> <p>6</p> <p>4</p> <p>2</p>	10
3	<p>Experience in auditing commercial banks – Provide a list of the banks</p> <p>I. 10 and over commercial banks</p> <p>II. 5-9 commercial banks</p> <p>III. Below 5 commercial banks</p>	<p>10</p> <p>8</p> <p>6</p>	10
4	<p>Range of services offered:</p> <p>i. Audit services</p> <p>ii. Tax advisory /consultancy services,,</p> <p>iii. Business advisory</p> <p>iv. IT consultancy services to financial institution,</p> <p>v. Project implementation advisory services</p>	<p>2</p> <p>2</p> <p>1</p> <p>1</p> <p>1</p>	7
5	<p>Arrangements for Peer Review and Quality Assurance. Provide list and time</p> <p>i. Had peer review arrangements within the last one year</p> <p>ii. Had peer review arrangements within the last 2-3 years ago</p>	<p>8</p> <p>5</p> <p>3</p> <p>0</p>	8

	<ul style="list-style-type: none"> iii. Had peer review which is 4-5 years old iv. Over 5 years or no peer review 		
6	<p>Number of employees</p> <ul style="list-style-type: none"> i. 100 and over employees ii. Between 50-99 employees iii. Below 50 employees 	<p>10 8 6</p>	10
7	<p>Team Leader's relevant professional experience, seniority and qualifications: Provide C.Vs</p> <ul style="list-style-type: none"> i. CPA or equivalent and Masters level and above with 15 years' and above experience ii. CPA or equivalent and Masters level and above with less than 15 years' experience iii. CPA or equivalent and Bachelors level with 15 years' and above experience iv. CPA or equivalent and Bachelors level with less than 15 years' experience 	<p>10 8 6 4</p>	10
8	<p>Team Capacity/Strength to be assigned: Number of technical and qualified people in the team (CPA or equivalent):Provide resumes</p> <ul style="list-style-type: none"> i. 10 and over ii. 5 to 9 iii. Below 5 	<p>10 7 3</p>	10
9	<p>Well defined and co-ordinated audit plan with clear time frames: Attach proposed plan</p> <ul style="list-style-type: none"> i. Shortest time frame and well-defined ii. Second shortest time frame and well-defined iii. Third shortest time frame well-defined iv. Fourth shortest time frame and well-defined v. Fifth shortest time frame and well defined 	<p>10 8 6 4 2</p>	10
10	<p>Audited institutions with an integrated information system for Banking and Accounting. (Indicate the systems)</p>		15

	i. Audited or provided consultancy services to an institution with both systems within the last immediate 1-5 years ii. Audited/provided consultancy services to an institution with either of the systems >5-9 years ago iii. Audited/provided consultancy services to an institution with both systems over 10 years ago iv. Have not audited/provided consultancy services to an institution with any of the systems	15 10 8 4	
	Total Marks for the Technical Evaluation		100 %

SECTION VII PRICE SCHEDULE OF SERVICES

Name of Tenderer _____

Tender Number _____

All prices should be in Kenya Shillings and inclusive of VAT.

1	2	3	4	6
Item	Description	Contract duration-	Price per year	Price of other incidental services payable
External Audit Services	External Audit Services for the years 2012-2013 up to 2014-2015	Year 2012/13	
		Year 2013/14	
		Year 2014/15	
Total		3 years	

Signature _____ of Tenderer _____
Note: In case of discrepancy between price per year and total price, the price per year shall prevail.

SECTION VIII STANDARD FORMS

Notes on the sample Forms

Form of Tender

The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

Confidential Business Questionnaire Form -

This form must be completed by the tenderer and submitted with the tender documents.

Contract Form

The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

(name and address of Bank)

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the audit services in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Bank).
4. 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.

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

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

Dated this _____ day of _____ 20 _____

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form.

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address Tel No. Fax E mail

.....

Nature of Business

.....

Registration Certificate No.

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

.....

Name of your bankers Branch

.....

	Part 2 (a) – Sole Proprietor																																
	Your name in full Age Nationality Country of origin • Citizenship details •																																
	Part 2 (b) Partnership																																
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.								
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- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Bank) of the one part and [*name of tenderer*] of
..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Bank invited tenders for certain goods]and has accepted a tender by the tenderer
for the supply of those goods in the sum of [*contract price in words
and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Bank’s Notification of Award
3. In consideration of the payments to be made by the Bank to the tenderer as hereinafter mentioned, the tender hereby covenants with the Bank to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Bank hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Bank

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

8.4 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for provision of Audit services.....[name and/or description of the services] (hereinafter called "the Tender")
..... KNOW ALL PEOPLE by these presents that
WE of having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____