



THE KENYA BANKERS

BANKING KENYANS

TENDER NO. TKB/IAD/EAS/01/24

REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF EXTERNAL AUDIT SERVICES TO THE KENYA BANKERS FOR THE PERIOD 2025, 2026 AND 2027

10TH OCTOBER 2024

ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID

**THE KENYA BANKERS
3RD NGONG AVENUE
P.O. BOX 73236-00200,
NAIROBI,
KENYA.**

**E-Mail: 1. help@kenyabankers.coop
2. fwanjala@kenyabankers.coop**

Website: www.kenyabankers.coop



TABLE OF CONTENTS

SECTION I. Letter of Invitation

SECTION II Information to Consultants
Appendix to information to Consultants

SECTION III Technical Proposal

SECTION IV Financial Proposal

SECTION V Terms of Reference

SECTION VI Standard Forms of Contract

ANNEXES:

Annex A. Confidential Business Questionnaire

Annex B. Declaration Form

Annex C. Tender Security Format

Annex D. Performance bond Format

Annex E. Sample letter of offer

Annex F. PPRAB Administrative Review Form



SECTION I

LETTER OF INVITATION

Dear Sir,

The Kenya Bankers invites sealed Request for proposals for provision of External Audit services for the period 2025, 2026 AND 2027.

A firm will be selected under Quality and Cost Based Selection and the procedures described in this RFP.

The consultant will attach a declaration in the proposal, that they are not debarred from participating in procurement proceedings and that they will not engage in any corrupt practice as per the attached declaration form.

Bidders must prepare separate proposals for Technical and Financial proposals in separate envelopes and put inside an outer envelope clearly marked **“TKB/IAD/EAS/01/24 REQUEST FOR PROPOSAL FOR PROVISION OF EXTERNAL AUDIT SERVICES TO THE KENYA BANKERS FOR THE PERIOD 2025, 2026 AND 2027**

The original and copy of the tender must be addressed to:

CHIEF EXECUTIVE OFFICER

THE KENYA BANKERS

3RD NGONG AVENUE

P.O. Box 73236-00200

NAIROBI, KENYA

Tenders must be deposited in the tender box located on the 2ND floor of **THE KENYA BANKERS CENTRE**, Nairobi on or before 30th **OCTOBER 2024** at **10.00 am**

Technical proposal will be opened on 30th October 2024 at 10.00 am in the presence of the candidates' representatives who choose to attend at the Boardroom, 1st floor, Kenya Bankers Centre.



SECTION II INFORMATION TO CONSULTANTS (ITC)

Table of Contents

- 2.1 Introduction**
- 2.2 Clarification and amendment of RFP document**
- 2.3 Preparation of Technical Proposal**
- 2.4 Financial Proposal**
- 2.5 Submission, Receipt and Opening of Proposals**
- 2.6 Proposal Evaluation General**
- 2.7 Evaluation of Technical Proposal**
- 2.8 Public Opening and Evaluation of Financial Proposal**
- 2.9 Negotiations**
- 2.10 Award of Contract**
- 2.11 Confidentiality**
- 2.12 Corrupt or Fraudulent practices**



2.1 Introduction

The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by The Kenya Bankers in the Appendix.

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

- 2.1.1 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with The Kenya Bankers regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.2 The Kenya Bankers will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.3 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to The Kenya Bankers are not reimbursable as a direct cost of the assignment; and (ii) The Kenya Bankers is not bound to accept any of the proposals submitted.
- 2.1.4 The Kenya Bankers employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.5 The price to be charged for the tender document shall not exceed Kes. 1,000/=
- 2.1.6 The Kenya Bankers shall allow the tenderer to review the tender document free of charge before purchase.



2.2 Clarification and Amendment of RFP Documents

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

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language.
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by The Kenya Bankers.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms in (Section iv). It lists all costs associated with the assignment including;

- (a) remuneration for staff (in the field and at headquarters), and;
- (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and



supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings or any other easily convertible currency recognized by the Central Bank of Kenya.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Kenya Bankers will make best effort to complete negotiations within this period. If The Kenya Bankers wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	(0-10)
Total Points	(100)

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, The Kenya Bankers shall notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and

stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Kenya Bankers shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -

$$Sf = 100 \times \frac{FM}{F}$$
 where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.



2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to The Kenya Bankers” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Kenya Bankers and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, The Kenya Bankers expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, The Kenya Bankers will require assurances that the experts will be actually available. The Kenya Bankers will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations The Kenya Bankers and the selected firm will initial the agreed Contract. If negotiations fail, The Kenya Bankers will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The Kenya Bankers shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

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

- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Kenya Bankers may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The Kenya Bankers shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The Kenya Bankers requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The Kenya Bankers will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.13 Tender security

- 2.13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

- 2.13.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.13.3 The tender security is required to protect The Kenya Bankers against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.8
- 2.13.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee.
- 2.13.5 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by The Kenya Bankers as non-responsive, pursuant to paragraph 2.13.3
- 2.13.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by The Kenya Bankers.
- 2.13.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.13.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract or
 - (ii) To furnish performance security in accordance with paragraph 2.14.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.14 Performance security

- 2.14.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to The Kenya Bankers the performance security where applicable in the amount specified in Special Conditions of Contract.
- 2.14.2 The proceeds of the performance security shall be payable to The Kenya Bankers as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 2.14.3 Performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to The Kenya Bankers and shall be in the form of a bank guarantee.
- 2.14.4 Performance security will be discharged by The Kenya Bankers and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

Appendix to Information To Consultants

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

Clause Reference

2.1 The name of the Client is: The Kenya Bankers

2.1.1 The method of selection is: Quality and cost-based selection

2.1.2 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are: **REQUEST FOR PROPOSAL FOR PROVISION OF EXTERNAL AUDIT SERVICES FOR THE PERIOD 2025, 2026 AND 2027.**

2.1.3 A pre-proposal conference will may be held upon request

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

- 1) help@kenyabankers.coop
- 2) fwanjala@kenyabankers.coop

2.1.4 The client will provide the following inputs: Technical information required by the consultants to facilitate delivery of the assignment with respect to existing The Kenya Bankers policy on provision of external audit services.

2.1.5

- (i) The estimated number of professional staff months required for the assignment is; one year or completion of the assignment whichever is later from the date of commencement.
- (ii) The minimum required experience of proposed professional staff is: As per the attached terms of reference

2.1.6 Training is a specific component of this assignment:

Additional information in the Technical Proposal includes:

- a. The Consultant should not have undertaken any assignment on behalf of The Kenya Bankers for the period between 2022 and the date of submission of this tender. In addition, the Consultant shall not undertake any assignment on behalf of The Kenya Bankers during the subsistence of this contract.



- b. The tenderer shall submit a technical proposal that must give the names and CVs of one (1) lead consultant and three (3) other associate consultants from diverse backgrounds and as specified in the Terms of Reference.
- c. The proposals shall be evaluated as per the criteria and stages specified under this Appendix to Information to Consultants and as per the attached Terms of Reference (ToRs).

The society will invite the successful firm for a negotiation meeting to discuss the terms and conditions of the contract

2.5.2 Proposals shall remain valid for 120 days from the date of tender closing

2.1.7 Taxes: The proposal by the firm should be inclusive of all taxes and duties for the provision of the whole assignment.

2.5.2 Consultants must submit an original and one additional copy of each proposal.

2.5.3 The proposal submission address is:

**Chief Executive Officer
The Kenya Bankers
3rd Ngong Avenue
P.O. Box 73236- 00200
NAIROBI- KENYA**

Information on the outer envelope should also include:

Confidential provision of External Audit Services for The Kenya Bankers for the three years period 2025-2026, 2026-2027 AND 2027-2028.

2.5.4 Proposals must be submitted no later than the following date and time: Wednesday 5th October 2025 at 10.00 am

2. The address to send information to the Client is:

1) help@kenyabankers.coop

2) fwanjala@kenyabankers.coop

1.6.3 The minimum technical score required to pass: 70 points

2.7.1 Alternative formulae for determining the financial scores:



The weights given to the Technical and Financial Proposals are:

T= _____ (0.80 to 0.90)

P= _____ (0.10 to 0.20)

2.9.2 The assignment is expected to commence on: After signing the contract document between the successful firm and Kenya Bankers Sacco Society or may be agreed during negotiations.

EVALUATION CRITERIA

A. PRELIMINARY EVALUATION - MANDATORY REQUIREMENTS.

Bidders must meet the qualification criteria and submit the mandatory requirements stipulated below to qualify to be considered for further Evaluation. Failure to submit all the documents required shall lead to rejection of the proposal

NO	CRITERIA	REMARK YES/NO
1.	Pagination/serialization of ALL pages of the submitted proposal document; i.e. paginate/serialize every page in the whole document in a sequential manner, from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated The Kenya Bankers.	
2.	Submission of tender security of Kshs 50,000 in form of a bank guarantee.	
3.	Submission of an original and 2 copies of technical proposal form dully filled, signed and stamped	
4.	Submission of a sealed financial proposal envelope, clearly labeled.	
5.	Certified CR. 12 (Confirmation of directors) - This should be the one issued within three months from the date of this tender.	
6.	Certificate of incorporation or registration	
7.	Valid Tax compliance certificate. (Expired tax compliance certificates will not be accepted)	



THE KENYA BANKERS

BANKING KENYANS

8.	Submission of Dully filled, signed and stamped declaration form as provided.	
9.	Submission of Dully filled, signed and stamped Confidential business questionnaire as provided	
10.	A list of five (5) major Clients, their location, description of the assignment, date, duration of the assignment and contact details of persons in client's organization who supervised the assignment (name of the person, telephone and email address);	
11.	Evidence in form of recommendation letters from at least three (3) large tier 1 Saccos or financial institutions of having offered audit services	
12.	Proof of registration with ICPAK as a firm.	
13.	Submission of valid Partners' Practicing Certificates;	
14.	Confirmation/evidence of having undergone a Quality Assurance Review by ICPAK;	
15.	Confirmation that neither the firm, nor any of its partners or key staff, have faced any disciplinary action by ICPAK or other professional bodies;	
16.	Professional indemnity	
17.	Certified copies of two years audited accounts (2022 & 2023).	
18.	Approval by SASRA to audit Saccos.	

B. TECHNICAL EVALUATION CRITERIA

	CRITERIA	Maximum Points	Score
A. PHASE TWO – TECHNICAL EVALUATION			
1	Firms Relevant Experience for the assignment	20	
	a) Experience in similar assignments conducted in public and private sector but preferably financial institutions. b) The firms must demonstrate experience of at least 10 years in audit assignments with companies whose asset base exceed Kes 7 billion <ul style="list-style-type: none"> ▪ Number of partners and professional staff; partner – staff ratio, ability to substitute staff at similar levels of qualifications and experience, if necessary. 5 ▪ Affiliation with worldwide firm of accountants and evidence that the firm has previously been able to draw upon experience and expertise in the network. 5 ▪ Types of clients/sectors, number of large clients, client spread (not overly reliant on a few clients). 5 ▪ Firm specialties that may be advantageous to the audit of the Society e.g. IT Audit, risk management, tax compliance, internal controls and business process improvement, etc. 5 		
2	Methodology and Approach	20	
	a) Provision of work plan with a clear delineation of the broad aspects of work to be performed and the timeliness of completion.	2	
		2	



THE KENYA BANKERS

BANKING KENYANS

	<p>b) Reasonability of the firm’s work plan, and/or such other time schedule provided in terms of meeting the requirements of the Society’s financial reporting process timetable.</p> <p>c) Discussion of the firm’s approach to engagement supervision and such other measures necessary for timely completion and reporting on the assignment.</p> <p>d) Discussion of the firm’s risk assessment methodology, in particular as it would fit into Society’s circumstances.</p> <p>e) Discussion on choice of audit procedures e.g. as regards balance between ‘test of control’ and substantive testing, sampling approach, analytical review, etc.</p> <p>f) Reporting approach – interim reports, management reports, presentations to management and the Audit and Governance Committee.</p> <p>g) Number of hours allocated to the assignment, breakdown between various phases of the assignment.</p> <p>h) Firm’s approach to review of computerized environments and manual controls surrounding financial systems.</p> <p>i) Firm’s approach to incorporating reviews of governance, controls and risks management processes and such other value-adding service into engagement.</p> <p>j) Firm’s approach to interaction with the Internal Audit Function.</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p>	
3	Human Resource Capacity: - Qualifications and experience of staff to be assigned to this audit.	25	
	a) Organization of team i.e. (lead partner, review (concurring) partner, audit manager, auditor-in-charge (AIC) and junior	5	



THE KENYA BANKERS

BANKING KENYANS

	<p>staff; whether the team includes staff qualified to review integrated information systems).</p> <p>b) The curriculum vitae of lead partner, review (concurring) partner, audit manager, auditor in charge – qualifications, years of external audit experience, recent professional development activities, individual’s experience with audit of large organizations across various sectors of the economy.</p> <ul style="list-style-type: none"> • Minimum Master’s degree in Business Administration, Commerce, Accounting, Finance or related field. • Minimum of 5 years’ experience in leading an audit engagement. • Demonstrated experience in the design and execution of audit assignments and overall provision of leadership in audits. <p>c) Other professional staff: Education, experience, position held and duration with the firm.</p> <ul style="list-style-type: none"> • At least a Bachelor’s degree in Commerce, accounting, finance or related field. • Membership to professional bodies • A minimum of 3 years’ experience working, coordination and conduct of audits or related assignments. <p>d) Firm’s commitment to staff continuity</p> <ul style="list-style-type: none"> • Assurance that the proposed engagement team will not be prone to change, except such that are completely unavoidable. • Arrangement that the firm has in place to ensure if key personnel (partners, manager, auditor in charge, specialist auditors) proposed for the audit cannot be made available, must be substituted during the course of the engagement, or 	<p>3</p> <p>2</p> <p>3</p> <p>2</p> <p>3</p> <p>2</p> <p>3</p>	
--	--	--	--



THE KENYA BANKERS

BANKING KENYANS

	<p>must rotate in accordance with the firm’s rotation policy, that similarly qualified and experienced staff can be assigned in their place in a timely fashion?</p>		
4	<p>Firm’s level of understanding of IFRSs and the ISAs and their practical application to financial reporting and auditing respectively.</p>	20	
	<ul style="list-style-type: none"> • Discussions of the firm’s approach to ensuring IFRS and ISA technical competence on its engagement teams. 	4	
	<ul style="list-style-type: none"> • Evidence of recent professional development activities undertaken by/for members of the team proposed for this assignment. 	4	
	<ul style="list-style-type: none"> • Active participation of the firm in general, and as well as members of the engagement team on both internal (firm-level) and external (profession/international network) technical forums, trainings, etc. on IFRS and ISA. 	4	
	<ul style="list-style-type: none"> • Discussions of firm’s process to ensuring the Society staffs are well informed on recent developments in the IFRS that affect the entity. 	4	
	<ul style="list-style-type: none"> • Specific thoughts and ideas that the firm may have in terms of addressing the Society’s financial reporting challenges. 	4	
5	<p>Firm’s implementation of audit quality control policies and procedures in accordance with IFAC’s Standards on Quality Control</p>	10	
	<ul style="list-style-type: none"> • Discussion of the firm’s system of quality control, check to ensure that that the firm has policies with detail on – clear leadership responsibility for quality control, independence of the firm and its personnel, acceptance and continuance of 	3	



THE KENYA BANKERS

BANKING KENYANS

	<p>audit engagements, human resources, assignment of engagement teams, engagement performance, consultations, differences of opinion, quality control at engagement level, monitoring, complaints and allegations as well as documentation (discussion of any of these 5).</p> <ul style="list-style-type: none"> • Evidence that the firm has recently undergone quality review either from ICPAK or such other competent review authority e.g. its international firm network and obtained a good report. • Evidence that the firm has engaged in such activities as may be necessary for purposes of ingraining a culture of quality control in the firm e.g. development of manuals, training of staff on quality control, etc. 	<p>4</p> <p>3</p>	
<p>TOTAL</p>		<p>100</p>	



SECTION III

TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)



1. TECHNICAL PROPOSAL SUBMISSION FORM

_____ (Date)

To: The Kenya Bankers
P. O BOX 73236- 00200
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (consultancy services on provision of external audit services for the purposes of auditing The Kenya Bankers Sacco for the three years' period **2025-2026**, **2026-2027** and **2027-2028**) in accordance with your Request for Proposal dated _____ (Date) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

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

We remain,

Yours sincerely,

_____ (Authorized Signature):

_____ (Name and Title of Signatory):

_____ (Name of Firm):

_____ (Address):



2. FIRM'S REFERENCES

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

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

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



Firm's Name: _____

Name and title of signatory; _____

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

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.



THE KENYA BANKERS

BANKING KENYANS

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



THE KENYA BANKERS

BANKING KENYANS

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task



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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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



Education:

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

Employment Record:

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

Certification:

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

Date:

(Signature of staff member)

Date;

(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____



THE KENYA BANKERS

BANKING KENYANS

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____



THE KENYA BANKERS

BANKING KENYANS

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

a) Field Investigation and Study Items

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

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



THE KENYA BANKERS

BANKING KENYANS

b) Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report a) First Status Report b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV
FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.
- 4.4 Only the following documents should be included in the financial proposal document in the prescribed/provided format: -
 - a) Financial proposal submission Form
 - b) Summary of costs
 - c) Breakdown of price/per activity
 - d) Breakdown of remuneration per activity
 - e) Reimbursable per activity
 - f) Miscellaneous expenses
 - g) Proof of local incorporation and citizenship.
 - h) Any other supporting document that enhances the firm financial proposal.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents		Page
1.	Financial proposal submission Form	35
2.	Summary of costs	36
3.	Breakdown of price/per activity	37
4.	Breakdown of remuneration per activity	38
5.	Reimbursable per activity	39
6.	Miscellaneous expenses	40



1. FINANCIAL PROPOSAL SUBMISSION FORM

Date _____

To: The Kenya Bankers

P. O BOX 75629-00200

Nairobi

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (consultancy services on provision of external audit services for the purposes of auditing Kenya Bankers Sacco for the three years' period 2025-2026, 2026-2027 and 2027-2028 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 _____



THE KENYA BANKERS

BANKING KENYANS

2. SUMMARY OF COSTS

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



THE KENYA BANKERS

BANKING KENYANS

3. BREAKDOWN OF PRICE PER ACTIVITY

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



THE KENYA BANKERS

BANKING KENYANS

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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



THE KENYA BANKERS

BANKING KENYANS

5. REIMBURSABLES PER ACTIVITY

Activity No. _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4	Subsistence Allowance	Day			
Grand Total					



THE KENYA BANKERS

BANKING KENYANS

6. MISCELLANEOUS EXPENSES

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, telegram, telex)				
2.	Drafting, reproduction of report				
3.	Equipment: computers etc.				
4.	Software				
Grand Total					



**SECTION V:
TERMS OF REFERENCE**

1. BACKGROUND

The Kenya Bankers was founded in 1975 for employees in the banking industry in the country. The Sacco is a deposit taking society and is SASRA compliant. As of December 2023, the Sacco had a total of 30,527 members.

2. OBJECTIVES OF THE ASSIGNMENT

To identify a firm that will provide external audit services to The Kenya Bankers for the period- **2025/26, 2026/27 and 2027/28.**

3. SCOPE OF WORK/SERVICES

a) KEY REQUIREMENTS FOR EXTERNAL AUDIT

The requirements for the external audit of the Society include but are not limited to the following:

- (i) Examination of the financial statements according to International Standards on Auditing and issue of an opinion thereon in relation to compliance with the International Financial Reporting Standards (IFRS);
- (ii) Examination of the Society's Information Technology & Systems.
- (iii) Preparation of a Management Letter on the review of internal controls and other matters arising from the audit which should be brought to the attention of the Society's Board of Directors and Management;
- (iv) Presentation to the Board Audit and Risk Committee the audit report and findings;
- (v) Signature of the audit report on the financial statements under the name of the firm;
- (vi) Meet various reporting responsibilities required of Sacco external auditors by SASRA as set out in:-
 - a) Sec 44 of the Sacco Societies Act, 2008
 - b) Sec. 56 of the Sacco Societies (Deposit-Taking Sacco Business) Regulations, 2010
 - c) Subsequent SASRA Circulars on external audit; and
- (vii) Routine consultation with the Sacco's financial team on developments in accounting, tax and new pronouncements/promulgated by accounting standard setters, SASRA, and other relevant regulators, where these are considered applicable to the Sacco.

b) SACCO'S POLICY ON PROVISION OF EXTERNAL AUDIT SERVICES

The Sacco's policy on selection and appointment of external auditors stipulates as follows:

1.1 Qualifications for Appointment of External Auditors – over and above the minimum requirements of the law as stipulated in Section 44 and 45 of the Sacco Act, the Sacco shall consider for appointment external auditors that meet these additional requirements:

1.1.1 Quality Assurance – the firm must have demonstrable audit quality assurance policies and procedures that are in adherence with the guidelines set out by the Institute of Certified Public Accountants of Kenya (ICPAK). Firms that have recently undergone a Quality Assurance Review conducted by ICPAK, or other competent authority and obtained a positive result will have an added advantage.

1.1.2 Breadth and Depth of Experience – the firm must have demonstrable experience of auditing a large financial service institution, be it a Sacco or otherwise. The experience so demonstrated must be discernible from the profiles of the auditors/staff proposed for the audit.

1.1.3 Technical Competence – the firm must have demonstrable understanding of (technical competence in) International Financial Reporting Standards (IFRS) and International Standards on Auditing (ISAs) and their practical application to financial reporting and auditing in a Sacco environment, respectively.

1.1.4 Size of the Firm – the firm must be a multiple partner firm with at least three (3) audit partners, of whom at least one must have been identified as the concurring partner to the partner proposed for the Sacco audit. Firms with affiliations with internationally recognized accounting firms will have an added advantage.

To be considered a firm must first and foremost be on the current (2024) list of authorized auditors issued by SASRA.

1.1.5 Audit Methodology – the firm must demonstrate that it applies an appropriate and comprehensive risk-based methodology in carrying out audit work.

1.1.6 Computerized Environments – the firm must demonstrate competence within the proposed audit team of auditing in computerized environments.

1.1.7 Staff Continuity (Depth of Technical Resources) – the firm must demonstrate how it will ensure continuity in the proposed audit team in that there won't be frequent changes and unnecessary changes to the engagement team and/or in the event such changes are necessary then the firm has sufficient depth in technical resources to provide a similarly qualified and competent substitute to the member of staff that is leaving the engagement team.

1.1.8 Value addition – the firm must demonstrate clearly its value-add proposition if it is appointed to audit the Sacco.

1.2 Frequency of Appointment of External Auditors – to ensure compliance with the relevant provisions of the Sacco Act and Regulations while at the same time applying an efficient and effective selection process, the Sacco shall adhere with the following additional provisions on frequency of appointment (other than in the event of a Casual Vacancy):

1.2.1 The Sacco shall tender for the provision of external audit services, every three (3) years. The firm that has been in Office, having served for 3 years shall be precluded from participating in the tender to ensure compliance with Sec. 54(6) of the regulations on rotation of auditors. A firm that came into Office due to a casual vacancy and hence has served for less than 3 years shall however be allowed to participate in the tender.

1.2.2 The Sacco shall upon such tendering present three (3) names to the ADM which shall select one auditor to audit the Society Accounts in the ensuing year and for the next two years thereafter unless the firm either resigns or is forced to step down for professional reasons.

1.2.3 To ensure compliance with Sec. 44(1) of the Sacco Act, the Sacco shall, if three (3) years haven't elapsed since the appointment of the current auditor, at the ADM consider for re-appointment the current auditor. Such auditor shall be required to express prior to the ADM their willingness to continue in Office for the next financial year.

1.2.4 Notwithstanding the foregoing, Sacco shall retain the right to change auditors even in the three (3) year period, for instance, if the firm so appointed fails to meet performance expectations. Such change of auditors, however, shall be done in accordance with the provisions of the law and regulations including appropriate notification of the Authority (SASRA) of such intended change and the reasons thereof.

1.2.5 A firm precluded from bidding for Office for having been in Office for three years shall however be qualified to bid for Office in the immediately ensuing three (3) year period.

c) REQUIRED PROFILE OF THE AUDIT FIRM

Bidding Firms will be required to meet the following criteria:

- i. Be registered with Institute of Certified Public Accountants of Kenya and its partners must hold a current Practicing Certificate.
- ii. Have at least three partners who must be of good standing with ICPAK, while the Firm and its Partners should not have been subject to any disciplinary action by ICPAK or other related professional bodies.
- iii. Should be in operation for a period of at least five years and undergone a Quality Assurance Review by ICPAK.
- iv. Should demonstrate that it has the capacity, capability and experience required to undertake the audit within required timelines.
- v. Demonstrated experience in auditing public sector institutions will be an added advantage.

d) Tender Submission

Firms meeting the above criteria are requested to submit their proposals in two sealed envelopes by the bid closing deadline as follows: -

- i. Technical Proposal containing:
 - Confirmation of the firms understanding of the Terms of Reference and its capacity to deliver the TOR;
 - The methodology, work-plan and timelines for undertaking and completing the assignment and the deliverables;
 - Appropriate references to demonstrate having the experience specified in the TOR;
 - The CVs of key staff proposed to do the assignment.
 - Any other supporting document as required under the preliminary/mandatory requirements.
- ii. Financial Proposal indicating the proposed fees and expenses.
- iii. Bidding firms should also submit the following documents with their Technical Proposals:
 - Proof of registration with ICPAK and Partners' Practicing Certificates;
 - Confirmation/Evidence of having undergone a Quality Assurance Review by ICPAK;



THE KENYA BANKERS

BANKING KENYANS

- Confirmation that neither the firm, nor any of its partners or key staff, have faced any disciplinary action by ICPAK or other professional bodies;
- Confirmation that the firm and /or its partners and key staff are not aware of any conflict of interest which may exist between the auditees and the auditor.



SECTION VI:

STANDARD FORMS OF CONTRACT

SAMPLE STANDARD CONTRACT (PROPOSED)

REPUBLIC OF KENYA

THE KENYA BANKERS

C O N T R A C T

BETWEEN

THE KENYA BANKERS

AND

(NAME OF THE SUCCESSFUL CONSULTANCY FIRM)

**FOR PROVISION OF EXTERNAL AUDIT SERVICES FOR THE KENYA BANKERS FOR THE
PERIOD 2025/26, 2026/27 and, 2027/28**

DATED



THE KENYA BANKERS

BANKING KENYANS

CONTENTS

Contract for Consultant’s Services.....	48
I. Form of Contract.....	48
II. General Conditions of Contract.....	52
1. General Provisions.....	52
1.1 Definitions.....	52
1.2 Law Governing the Contract.....	53
1.3 Language.....	53
1.4 Notices.....	53
1.5 Location.....	53
1.6 Authorized Representatives.....	53
1.7 Taxes and Duties.....	53
2. Commencement, Completion, Modification and Termination of Contract.....	53
2.1 Effectiveness of Contract.....	53
2.2 Commencement of Services.....	53
2.3 Expiration of Contract.....	53
2.4 Modification.....	54
2.5 Force Majeure.....	54
2.5.1 Definition.....	54
2.5.2 No Breach of Contract.....	54
2.5.3 Extension of Time.....	54
2.5.4 Payments.....	54
2.6 Termination.....	54
2.6.1 By the Client.....	54
2.6.2 By the Consultant.....	55
2.6.3 Payment upon Termination.....	55
3. Obligations of the Consultant.....	56
3.1 General.....	56
3.2 Conflict of Interests.....	56



THE KENYA BANKERS

BANKING KENYANS

3.2.1	Consultant Not to Benefit from Commissions, Discounts, etc.	56
3.2.2	Consultant and Affiliates Not to Be Otherwise Interested in Project.....	57
3.2.3	Prohibition of Conflicting Activities.....	57
3.3	Confidentiality.....	57
3.4	Insurance to be Taken Out by the Consultant.....	57
3.5	Consultant’s Actions Requiring Client’s Prior Approval.....	57
3.6	Reporting Obligations.....	58
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	
4.	Consultant’s Personnel.....	58
4.1	Description of Personnel.....	58
4.2	Removal and/or Replacement of Personnel.....	58
5.	Obligations of the Client.....	59
5.1	Assistance and Exemptions.....	59
5.2	Change in the Applicable Law.....	59
5.3	Services and Facilities.....	59
6.	Payments to the Consultant.....	59
6.1	Lump-Sum Remuneration.....	59
6.2	Contract Price.....	59
6.3	Payment for Additional Services.....	60
6.4	Terms and Conditions of Payment.....	60
6.5	Interest on Delayed Payments.....	
7.	Settlement of Disputes.....	60
7.1	Amicable Settlement.....	60
7.2	Dispute Settlement.....	60



THE KENYA BANKERS

BANKING KENYANS

III. Special Conditions of Contract	61
Appendices	63
Appendix A – Description of the Services.....	63
Appendix B – Reporting Requirements.....	63
Appendix C – Key Personnel and Sub consultants.....	63
Appendix D – Breakdown of Contract Price in Foreign Currency.....	63
Appendix E – Breakdown of Contract Price in Local Currency.....	63
Appendix F – Services and Facilities Provided by the Client.....	

I. FORM OF CONTRACT

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. Ceiling

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 as well 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 subparagraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

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. Reimbursable

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. Payment Conditions.

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. Coordinator

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

B. Timesheets.

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. Records and Accounts

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.



THE KENYA BANKERS

BANKING KENYANS

FOR THE CLIENT

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name; _____

Title: _____

Signature; _____

Date; _____



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions; unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” mean these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;



(l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing This Contract, its meaning and interpretation and the Contract relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language: This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices: Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location: The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives: Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties: The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.



2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC.

2.2 Commencement of Services: The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification: Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach: The failure of a Party to fulfill any of its obligations under of Contract the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time: Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.



2.5.4 Payments: During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client: The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.



(e) If the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant: The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue;

or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the



Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from commissions, Discounts, etc.

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant(s) and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.



3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant(s) nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by consultant

The consultant

- (a) Shall take out and maintain and shall cause any sub consultant (s) to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the clients, insurance against the risks and for the coverage, as shall be specified in the SC; and
- (b) At the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;



- (a) entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Sub consultants”).

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.



4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel

- (a) Except as the Client may otherwise agree, no changes beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, and the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the



Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the



SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.



6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.



III. SPECIAL CONDITIONS OF CONTRACT

Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1.1 The Member in Charge is _____ (name of Member)

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Consultant: _____

Attention: _____

Telephone: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is (_____) (date).

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ (date)

2.3 The period shall be _____ (length of time).

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2

(a) The amount in foreign currency or currencies is _____ (Insert amount).



(b) The amount in local Currency is _____ (Insert amount)

6.4 The following is the proposed payment schedule:

Payments for each financial year of audit will be as follows:

- (a) Upon submission of the draft proposed audit report and management letter covering the financial year, 60% of the contract value shall be paid.
- (b) Upon submission of the final audit report and management letter acceptable to the client, 40% of the contract value shall be paid.

Note: The parties may adopt the above payment schedule or agree on a more acceptable payment schedule during the negotiation meeting based on the agreed final work plan/ project implementation schedule.



IV. APPENDICES

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT



ANNEX A: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or tenderers' who choose to participate in this tender)

Name of Applicant (S)

.....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business

Name:.....

Certificate of Incorporation / Registration No.

Location of business premises: Country

Physical address.....Town

Building.....Floor.....Plot No.....

Street / Road Postal AddressPostal / Country

Code.....Telephone No's

No's. E-mail address

Website

Contact Person (Full Names) Direct / Mobile No's.

.....Title Power of Attorney (Yes / No)If

Yes, attach written document. Nature of Business (Indicate whether manufacturer, distributor, etc.) (Applicable to Local suppliers only) Local Authority

Trading License No.....Expiry Date.....Value

Added Tax No.....Value of the largest single assignment you

have undertaken to date (US\$/Kshs)Was this successfully undertaken? Yes / No.



THE KENYA BANKERS

BANKING KENYANS

.....(If Yes, attach reference) Name (s) of your banker(s)
.....Branches.....
.....Tel No's.

Part 2 (a) – Sole Proprietor

Full names
Nationality..... Country of Origin
Citizenship details
Company Profile (Attach brochures or annual reports in case of public companies)

Part 2 (b) – Partnerships

Give details of partners as follows:

Full Names	Nationality	Citizenship Details	Shares
1.....
2.....
3.....

Company Profile (Attach brochures)



Part 2 (c) – Registered Company

Private or public

Company Profile (Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal Kshs

Issued Kshs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

Full Names	Nationality	Citizenship Details	Shares
1.....
2.....
3.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by Kenya Bankers Sacco Ltd. and any other public or private institutions.

Full Names **Signature** **Dated**
this.....**day of****20**.....**In the**
capacity of **Duly authorized to**
sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)



have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....For and on behalf of M/sIn the capacity ofDated this.....day of 20.....Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/sIn the capacity of.....Dated thisday of.....20.....Suppliers' /Company's Official Rubber Stamp

Part 2 (g) – Interest in the Firm:

Is there any person / persons in Kenya Bankers Sacco Ltd. or any other public institution who has interest in the Firm? Yes / No?

.....



(Title) (Signature) (Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipment in the last two (2) years.

Company Name	Country	Contract/ Order No.	Value
1.....
2.....
3.....

Contact person (Full Names).....E-mail address.....Cell phone no (Note: The person should be at the level of director)

*Attach proof of citizenship

* Attach certified copies of the following documents:

- a) Certificate of Incorporation / Registration
- b) Tax Compliance Certificate (for local suppliers)
- c) VAT Certificate (for local suppliers)
- d) Audited Financial Statements / Accounts for the last two (2) years
- e) Valid Local Authority / Trade License (for local suppliers)
- f) The Power of Attorney only for joint ventures

*The above documents should be submitted if they are applicable to bidder.

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Kenya Electricity Generating Company Limited authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc. Full



names.....Signature.....For and on behalf of M/s
.....In the capacity of.....Dated
thisday of20..... Suppliers’/Company’s Official
Rubber Stamp

ANNEX B: DECLARATION FORM

Date _____

To:

The Kenya Bankers,
3rd Ngong Avenue,
P.O Box 73236 – 00200,
Nairobi,
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 2.1.6 of ITC (Information to consultants)
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other tenderer participating in this tender.



- f) That I/we have not been implicated in theft cases at any time by THE KENYA BANKERS
- g) That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

ANNEX C: FORMAT OF TENDER SECURITY INSTRUMENT

Whereas..... (Name of the tenderer) (hereinafter called “the tenderer”) has submitted its tender dated(Date of submission of tender) for the..... (Name and/or description of the tender) (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE..... (Name of Insurance Company) having our registered office at (hereinafter called “the Guarantor”), are bound unto THE KENYA BANKERS (hereinafter called “the Procuring Entity”) in the sum of KSHS.for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.



Sealed with the Common Seal of the said Guarantor this _____ day of _____ 20__.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 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 Guarantor not later than the said date.

(Signature of the Guarantor) _____ **(Date)** _____

(Witness) _____ **(Seal)** _____

ANNEX D: PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

(The Bank or Insurance Company/successful Tenderer providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Procuring Entity requires this type of security).



(Insert bank's or insurance company's name, and address of issuing branch or office)

Beneficiary: (insert name and address of Procuring Entity).

Date: (insert date)

PERFORMANCE GUARANTEE No.: (insert Performance Guarantee number)

We have been informed that (insert name of Contractor) (hereinafter called "the Contractor") has entered into Contract No. (insert reference number of the Contract) dated with you, for the execution of (insert name of Contract and brief description of Works) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we (insert name of Bank or Insurance Company) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (insert amount in figures) (insert amount in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall expire not later than thirty days from the date of issuance of the Taking-Over Certificate.



Signature of an authorized representative(s) of the Bank or Insurance

ANNEX E: LETTER OF NOTIFICATION OF AWARD

(In client's letterhead)

Address of Procuring Entity

To: _____

RE: RFP NO. KBS/IAD/EAS/04/19 FOR PROVISION OF EXTERNAL AUDIT SERVICES FOR THE KENYA BANKERS FOR THREE (3) YEARS PERIOD 2025/26, 2026/27 AND 2027/28"

Thank you for participating in the above-mentioned consultancy.

Following conclusion of the Evaluation exercise and consideration of all the proposals submitted by firms, we are pleased to inform/notify you that your firm's proposal to provide (name of the consultancy services) at a total consultancy fee of (amount in words and figures) only is hereby accepted.

The Contract is under preparation and you will be invited for the signing after fourteen (14) days (in the absence of administrative review being lodged with PPARB) have elapsed from the date of this letter and upon successful negotiation and submission of an acceptable letter of offer and performance bond.

The (name /designation of the proposed Client's Liaison Officer) is hereby appointed the Liaison Person for this assignment for the purpose of facilitating the interactions between the Client's team and Auditing firm.

Please acknowledge receipt of this letter and acceptance of the offer within seven (7) days from the date of this letter and contact the Liaison Officer on any other matter pertaining to this assignment.



CHIEF EXECUTIVE OFFICER

ANNEX F: FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....**APPLICANT AND**

.....**RESPONDENT (Procuring Entity)**

**Request for review of the decision of the..... (Name of the Procuring Entity)
of.....dated the... day of20.....in the matter of Tender
No.....of.....20...**

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-1, 2. etc. By this memorandum, the Applicant
requests the Board for order/orders that: - 1, 2. etc.

SIGNED (Applicant)

Dated on.....day of20...



THE KENYA BANKERS

BANKING KENYANS

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED

Board Secretary