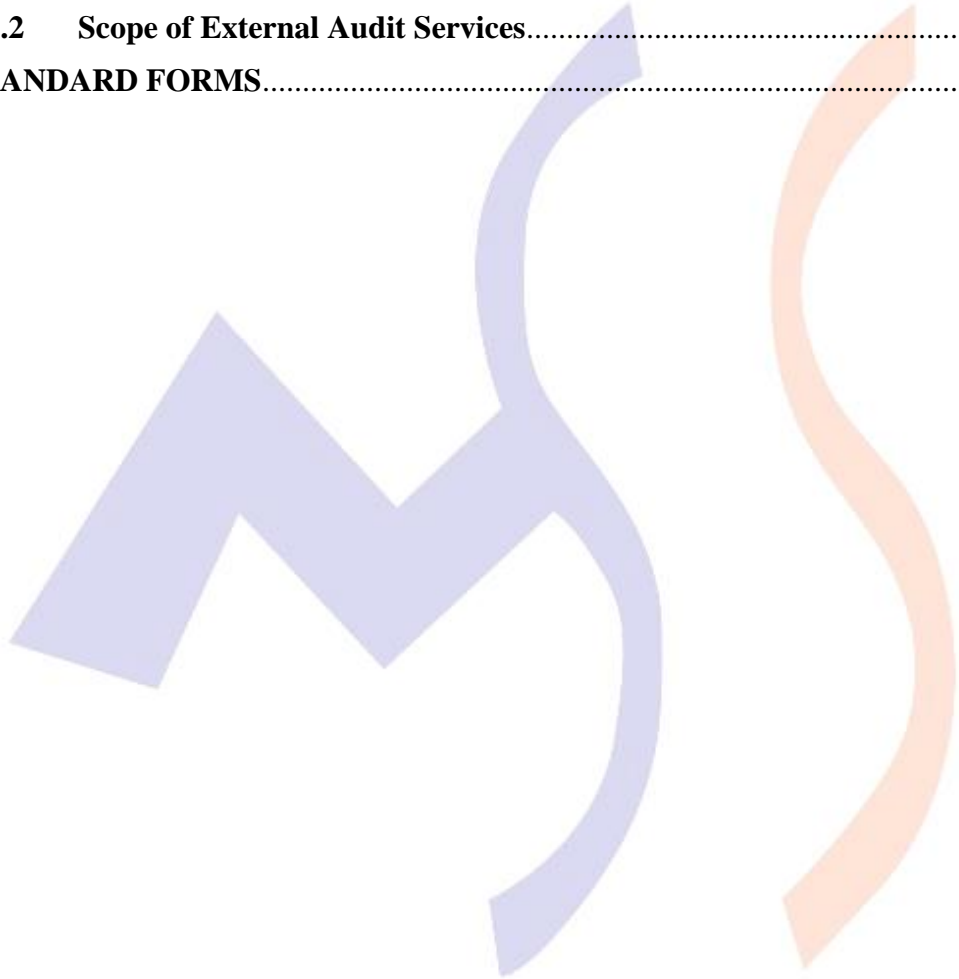


TENDER DOCUMENT FOR

PROVISION OF EXTERNAL AUDIT SERVICES

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1 ADVERT

INVITATION TO TENDER

Date: _____ REFERENCE; MHS/PROC/EXTAUD/2/2024

REQUEST FOR PROPOSAL FOR PROVISION OF EXTERNAL AUDIT SERVICES

1. Mhasibu SACCO Society Limited invites sealed tenders from eligible candidates for provision of System Audit Services.
2. Interested eligible suppliers should [Register](#) and download complete tender documents from the SACCO's website on www.mhasibusacco.com/tenders. Qualified suppliers should further make payment of non-refundable fee of Kshs 1,000 through **MPESA Pay Bill No 540700** | Account Number being the **Tender Reference**.
3. Further information may be obtained from Mhasibu NWDT SACCO Society Limited office at ABSA Towers 8th Floor during normal working hours (8.00am -5.00pm).
4. Completed tender documents (Technical and Financial Proposals) in plain sealed envelopes clearly marked with the **Tender Reference Number, Tender Name and MPESA Transaction reference** should be dropped in the Tender Box at the Society offices on or **before 15th March 2024 at 12.00 noon** duly addressed to:

**The Chief Executive Officer,
Mhasibu NWDT SACCO Society Limited,
P.O. Box 31295-00600,
NAIROBI.**

5. Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
6. All firms that are Approved and Registered in the Auditors list for the provision of External Auditing Services to Regulated Saccos in Kenya are encouraged to apply.

2 INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall complete the supply of goods and services by the intended completion date specified in the schedule of requirements.
- 2.1.2. Mhasibu SACCO Society's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/=

2.3 The Tender Document

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with these instructions to tender.

- i) Invitation to tender
 - ii) Instructions to tenderers
 - iii) General Conditions of Contract
 - iv) Special Conditions of Contract
 - v) Schedule of Requirements & Technical specifications
 - vi) Standard Forms
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
- 2.5.3. To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Form of Tender

The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the goods/services to be supplied, a brief description of the goods/services, their country of origin, quantity, and process.

2.8 Tender Prices

- 2.8.1. The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the goods & services it proposes to provide under the contract.
- 2.8.2. Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.8.3. Prices quoted by the tenderer shall remain fixed during the term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.23.
- 2.8.4. The validity period of the tender shall be 90 days from the date of opening the tender.

2.9 Tender Currencies

2.9.1 Prices shall be quoted in **Kenya Shillings**

2.10 Tenderers Eligibility and Qualifications.

2.10.1 Pursuant to Clause 2.10 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.10.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source county as defined under paragraph 2.10.

2.10.3 The Bidders must qualify the following eligibility criteria and should submit required documentary evidence as indicated below. Bids which fail to qualify any of the following criteria will be rejected.

Mandatory Requirements

No.	Description	Yes	No
1	Certified copies of certificate of registration or incorporation of the company		
2	Evidence of office premise and physical location		
3	Valid copy of company Tax Compliance certificate		
4	Certified copies of Pin Certificate for the firm		
5	Company Profile		
6	Current CR 12 form not older than 12 months.		
7	Proof that the firm is authorized and approved by SASRA to provide external auditing services to SACCO Societies in Kenya for the current year (2024).		
8	The firm must have at least two partners who must be full-time practitioners.		
9	The partners should be in good standing with ICPAK		
10	Valid practicing certificates for the partners and for the firm		
11	Curriculum vitae, Academic & Professional certificates for the partners and key personnel to be assigned the project.		
12	Three reference letters from previous organizations, specifically financial institutions served with the same solution with contact persons and telephone/email contacts.		

13	Proof that the firm has experience in auditing Sacco(s) and Companies with an Asset Base of at least Kshs 5 Billion.		
14	Certified copies of Audited Financial Statements for the last three years.		

Note: Only bidders who provide all the mandatory requirements will proceed to the technical evaluation.

Technical Evaluation Criteria (80 Points)

<i>The tenderers shall be evaluated based on the criteria indicated below. To succeed at this stage a bidder must score at least 70% at this level. Evidence must be provided.</i>			
Evaluation Criteria		Maximum Score	Score Attained
Adequacy of the Proposed Methodology:	The firm must demonstrate an understanding of International Financial Reporting Standards (IFRS) and International Standards on Auditing (ISAs) and their practical application to financial reporting and auditing in a SACCO environment. Audit Methodology – the firm must demonstrate that it applies an appropriate and comprehensive risk-based methodology in carrying out its audit work.	20	
	Provide a clear work plan including activity, timelines and Expected delivery of Financial Statements and Management Letter.	15	
Subtotal		35	
Operational Capacity	Experience in executing similar service in the last 5 years. Provide at least three recommendation letters and copies of contract from local SACCO's for past similar experience.	10	
	Proven capacity of key personnel to be involved in the project.	10	
	Quality Assurance – the firm must have demonstrable audit quality assurance policies and procedures that are in adherence with the guidelines set out by	10	

	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.		
	Provide evidence of 2 years Professional Indemnity Insurance Cover with a reputable insurance company	5	
Subtotal		35	
Financial Capacity	1.Asset Base 2.Demonstrate financial capacity in the past three years.	10	
Subtotal		10	
Total		80	

Notes

- i. All bidders are expected to disclose fully all matters of their business without reservation which must include but not limited to all inclusions, riders, and enhancements.
- ii. Undisclosed items may jeopardize the contract even when awarded.
- iii. Bidders who submit two bids with different prices will automatically be disqualified.

Financial Evaluation Criteria (20 points)

To qualify for financial evaluation, the bidder must have fulfilled all mandatory requirements and attained a score of 70% on the technical evaluation. The bidder attaining 70% on the combined score (Technical and financial evaluation) shall proceed to the final stage.

2.10.4 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the procuring entity's satisfaction.

- i. That in case of a tenderer offering to supply goods/services under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer to supply the goods.
- ii. That the tenderer has the financial, technical and production capability necessary to perform the contract.
- iii. That in case the tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped and able to carry out the tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the conditions of contact and technical specifications.

2.11 Tender Security

- 2.11.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.11.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.11.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.11.7
- 2.11.4 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 issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring Entity and valid for 30 days beyond the validity of the tender.
- 2.11.5 Any tender not secured in accordance with paragraph 2.11.1, 2.11.2, 2.11.3 and 2.11.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.19.
- 2.11.6 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 procuring entity.
- 2.11.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security, pursuant to paragraph 2.26.
- 2.11.8 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 in accordance with paragraph 2.25 or
 - (ii) To furnish performance security in accordance with paragraph 2.26
- (c) If the tenderer rejects, correction of an error in the tender.

2.12 Validity of Tenders

- 2.12.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.12.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.11 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.13 Format and Signing of Tender

- 2.13.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.13.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.13.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.14 Sealing and Marking of Tenders

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

2.14.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender.

(b) bear, tender number, and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (15th March 2024),”

2.14.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.14.4 If the outer envelope is not sealed and marked as required by paragraph 2.14.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **15th March 2024, 12PM.**

2.15.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15.3 Bulky tenders which will not fit in the tender box shall be received by the Procuring Entity at the reception area.

2.16 Modification and withdrawal of tenders

2.16.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

- 2.16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.14. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.
- 2.16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.11.7.
- 2.16.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.16.6 The procuring entity 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.

2.17 Opening of Tenders

- 2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(15th March 2024 at 12pm)**, and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening.

2.18 Clarification of tenders

- 2.18.1 To assist in the examination, evaluation, and comparison of tenders the Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for

clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.18.2 Any effort by the tenderer to influence the procuring entity in the Procuring Entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.19 Preliminary Examination and Responsiveness

2.19.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.19.3 The Procuring Entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.23, the Procuring Entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring Entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.19.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.20 Conversion to a single currency

2.20.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.21 Evaluation and comparison of tenders.

2.21.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.23.

The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.21.2 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.

2.22 Contacting the procuring entity

2.22.1 Subject to paragraph 2.18, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a tenderer to influence the Procuring Entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

2.23 Award of Contract

a) Post qualification

- 2.23.1 In the absence of pre-qualification, the Procuring Entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.23.2 The determination will consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring Entity deems necessary and appropriate.
- 2.23.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring Entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.23.4 The Procuring Entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.23.5 The Procuring Entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer(s) or any obligation to inform the affected tenderer(s) of the grounds for the procuring entity's action. If the Procuring Entity determines that none of the tenderers is responsive; the Procuring Entity shall notify each tenderer who submitted a tender.
- 2.23.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.24 Notification of award

- 2.24.1 Prior to the expiration of the period of tender validity, the Procuring Entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.24.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Procuring Entity pursuant to clause 3. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.26, the Procuring Entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.11.

2.25 Signing of Contract

- 2.25.1 At the same time as the Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.25.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring Entity.
- 2.25.3 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.

2.26 Performance Security

- 2.26.1 Within thirty (30) days of the receipt of notification of award from the Procuring Entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring Entity.
- 2.26.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring Entity may make the award to the next lowest evaluated or call for new tenders.

2.27 Corrupt or Fraudulent Practices

- 2.27.1 The Procuring Entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall provide a signed declaration that they have not and will not be involved in corrupt or fraudulent practices.
- 2.27.2 The Procuring Entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.27.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3 GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered between the Procuring Entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The goods & services” means goods & services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring Entity under the Contract.
- d) “The Procuring Entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.

3.2 Application

- 3.2.1. These General Conditions shall apply in all contracts made by the Procuring Entity for the procurement, installation and commissioning of the equipment and systems.

3.3 Standards

- 3.3.1. The services provided under this Contract shall conform to the standards mentioned in the Schedule of Requirements.

3.4 Patent Right's

- 3.4.1. The tenderer shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1. Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring Entity the performance security where applicable in the amount specified in invitation to tender.
- 3.5.2. The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity and shall be in form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring Entity and valid for 30 days beyond the validity of the tender.
- 3.5.4. The performance security will be discharged by the Procuring Entity 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.

3.6 Inspections and Tests

- 3.6.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications.
- 3.6.2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 3.6.3. Should any inspected or tested services fail to conform to the Specifications, the Procuring Entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring Entity.
- 3.6.4. Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Delivery of goods/services

3.7.1. Delivery of the goods/services shall be made by the tenderer in accordance with the terms specified by the Procuring Entity in its schedule of requirements and the special conditions of contract.

3.8 Insurance

3.8.1. The goods supplied under the contract shall be fully insured against loss or damage incidental to the manufacturer or acquisition, transportation, storage and delivery in a manner specified in the schedule of requirements.

3.9 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in general conditions of contract.

3.10 Prices

3.10.1. Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any Price adjustments authorized in special conditions of contract, vary from the prices by the tenderer in its tender.

3.10.2. Contract price variations shall not be allowed for contracts not exceeding one year.

3.10.3. Where a contract price variation is allowed, the variation shall not exceed 10% or the original contract price.

3.10.4. Price variation request shall be processed by the Procuring Entity within 30 days of receiving the request.

3.11 Assignment

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

3.12 Subcontracts

3.12.1. The tenderer shall notify the Procuring Entity in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer of any liability or obligation under the contract.

3.13 Termination for Default

- 3.13.1. The Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
- a) if the tenderer fails to provide any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity.
 - b) if the tenderer fails to perform any other obligation(s) under the Contract.
 - c) if the tenderer, in the judgment of the Procuring Entity, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.13.2. In the event the Procuring Entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods & services similar to those undelivered, and the tenderer shall be liable to the Procuring Entity for any excess costs for such similar goods & services.

3.14 Termination of insolvency

3.14.1. The Procuring Entity may at any anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procuring Entity.

3.15 Termination for convenience

3.15.1. The Procuring Entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.15.2. For the remaining part of the contract, after termination, the Procuring Entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.16 Resolution of disputes

3.16.1. The Procuring Entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.16.2. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special conditions of contract.

3.17 Governing Language

3.17.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.18 Force Majeure

3.18.1. The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.19 Applicable Law.

3.19.1. The contract shall be interpreted in accordance with the Laws of Kenya.

4 SCHEDULE FOR EXTERNAL AUDIT TERMS OF REFERENCE

EXTERNAL AUDIT TERMS OF REFERENCE

4.1.1 Objectives

The Sacco wishes to appoint independent auditors to provide external audit services for the year 2024. The main responsibility of the external auditors is to perform statutory audits for the Sacco in accordance with International Standards of Auditing, International Financial Reporting Standards, the Co-operative Act 2004, and the SACCO Act 2008.

4.1.2 Scope of External Audit Services

The obligations of the External Auditor to the Society shall include but not limited to the following:

1. Examination of the Society's financial records, systems, and controls according to International Standards on Auditing and issue of an opinion thereon in relation to compliance with the International Financial Reporting Standards (IFRS).
2. 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.
3. Presentation of the Interim and Final Audit Report to the Society's Management and Board of Directors.
4. Providing signed Financial Statements for the year 2024.
5. Presentation of the approved Financial Statements to the Annual General Meeting.
6. Routine consultation with Sacco's Management and Board on developments in accounting, tax, and new/changed pronouncements by accounting standard setters, SASRA, and other relevant regulators, where these are considered applicable to the Sacco.
7. **Value addition** – the firm must clearly demonstrate its value-add proposition if it is appointed to audit the Sacco.

5 STANDARD FORMS

5.1 Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.7 and in accordance with the requirements included in the general conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring Entity pursuant to instructions to tenderers clause 2.11.
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Procuring Entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

The standard forms shall include.

1. Form of tender
2. Price schedules
3. Tender security Form
4. Performance Security Form
5. Personnel capabilities of key staff
6. Confidential Questionnaire form
7. Declaration form

5.2 FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of Procuring Entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, install and commission..... *[description of services]* in conformity with the said tender documents for the sum of
[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the infrastructure and systems in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent topercent of the Contract Price for the due performance of the Contract, in the form prescribed by Mhasibu SACCO Society Limited
4. We agree to abide by this Tender for a period of..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

5.3 PRICE SCHEDULES

1. EXTERNAL AUDIT SERVICES

Item	Description	Total Price
Professional Fees		
All applicable disbursements		
All taxes		
Total Costs inclusive of taxes		

Signature of tenderer _____

5.4 TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”)

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of Procuring Entity] (hereinafter called “the Bank”) are bound unto.....

[name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of

for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

5.5 PERFORMANCE SECURITY FORM

To:

[name of the Procuring Entity]

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

supply.....

[Description services] (Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors.

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

5.6 PERSONNEL (PERSONNEL CAPABILITIES OF KEY STAFF)

The names, pertinent information, and CVs of the key personnel for individual or group to execute the contract must be indicated below.

1). List key proposed management position

1	Title of position	
	Experience of the candidate (Years)	
	Academic Qualification	
2	Title of position	
	Experience of the candidate (Years)	
	Academic Qualification	
3	Title of position	
	Experience of the candidate (Years)	
	Academic Qualification	
4	Title of position	
	Experience of the candidate (Years)	
	Academic Qualification	

Attach copies of academic certificates of at least 2 key personnel in the organization

5.7 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part I-General:</p> <p>Business</p> <p>Name.....</p> <p>Location of business.....</p> <p>Premises.....</p> <p>Plot No.....</p> <p>Street/Road.....</p> <p>Maximum value of business which you can handle at any time: Kshs.....</p>																
<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality.....Country of origin.....</p>																
<p>Part 2 (b) –Partnership</p> <p>Given details of partners as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizens of origin</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name	Nationality	Citizens of origin	Shares												
Name	Nationality	Citizens of origin	Shares													
<p>Part 2 (c) Registered Company</p> <p>Private or Public.....</p> <p>State the nominal and issued of company-</p> <p>Nominal Kshs.....</p>																

Issued Kshs.....			
Give details of all directors as follows:			
Name	Nationality	Citizens of origin	Shares
Date.....			
Signature of Candidate.....			

* If Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

DECLARATION

Application must include a sworn statement Form below by the renderer ensuring the accuracy of the information given.

I/ We do hereby certify that the above information is correct in all respects:

Full Names:

Designation/Position:

Signature:

Date:

Company Stamp/ Seal: