**TENDER-RFP NAME** | **PROVISION TAX CONSULTANCY SERVICES**  
---|---  
**TENDER NO:** | **KSSL/FIN- TCS/08/2019**  
**TENDER CLOSING DATE** | **Tuesday September 10th, 2019 2.30 PM**  
**TENDER TIME** | **AT 2.30 PM**  

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

KIMISITU SACCO LTD,  
WOODLANDS ROAD,  
P.O. BOX 10454 00100,  
NAIROBI, KENYA.

E-Mail : 1. procurement@kimistusacco.or.ke  
2. topany@kimistusacco.or.ke

Website: [www.kimisitusacco.or.ke](http://www.kimisitusacco.or.ke)
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SECTION I – INVITATION TO TENDER

Date of closing: Tuesday September 10th, 2019 2.30 Pm

Tender REF No.: KSSL/FIN- TCS/08/2019

Tender name: PROVISION TAX CONSULTANCY SERVICES

1.1 KIMISITU SACCO LTD, invites sealed tenders from eligible candidates for the provision of PROVISION TAX CONSULTANCY SERVICES.

1.2 Eligibility to participate in the Tender: This RFP is opened to all prospective qualifying organizations who have capability, capacity & technical expertise and Must have provided previously the Tax Consultancy Services as a company BUT NOT as an individual consultant.

1.3 Obtaining tender documents

1.3.1 Tender documents are obtained from the website:  www.srmhub.com upon payment of a non-refundable fee of One thousand Kenya shillings (Kshs. 1,000) which must be paid to Kimisitu Sacco Society Limited through MPESA as follows:

1. GO TO LIPA NA MPESA
   a. PAYBILL
   b. BUSINESS NUMBER: 911200
2. ACCOUNT NUMBER: KSSLTN

3. Beginning on Wednesday August 21st, 2019 2.30 Pm

The tender process will be online and MUST be submitted electronically, all interest and eligible bidders must complete the tender application online via, SRMhub

Interested and eligible firms who wish to participate in the tenders must visit www.srmhub.com; under the tab written “E-Procurement”. More information will be available on this link.

Access to the tender will be granted upon payment of a non-refundable fee of KES.1,000.00 per category. All payments will be made via our online payment platform during the registration process

1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (180) days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked- Tender for Provision of PROVISION TAX CONSULTANCY SERVICES as more particularly described in the tender document and be deposited in the tender box provided at the Reception, KIMISITU SACCO LTD, Plaza, Nairobi and be addressed:

Interim Chief Executive Officer
KIMISITU SACCO LTD
P.O. BOX 10454 00100
NAIROBI

To be received on or before Tuesday September 10th, 2019 2.30 Pm

Tenders will be opened electronically at 3.00 pm in the presence of the tenderers representatives who choose to attend the opening at Boardroom, KIMISITU SACCO LTD, Plaza.
## SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. Eligibility to participate in the Tender: This RFP is opened to all prospective qualifying organizations who have capability, capacity & technical expertise and Must have provided previously the Tax Consultancy Services as a company BUT NOT as an individual consultant.

2.1.2. KIMISITU SACCO LTD, ’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 KIMISITU SACCO LTD, 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 KIMISITU SACCO LTD, 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 not be applicable

2.2.3 KIMISITU SACCO LTD, shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents
2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

i  Instructions to tenderers  
ii  General Conditions of Contract  
iii  Special Conditions of Contract  
iv  Schedule of Requirements  
v  Details of service  
vi  Form of tender  
vii  Price schedules  
viii  Contract form  
ix  Confidential business questionnaire form  
x  Tender security form  
xi  Professional Indemnity form  
xii  Declaration form

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 KIMISITU SACCO LTD, in writing or by post, fax or email at KIMISITU SACCO LTD, ’s address indicated in the Invitation for tenders. KIMISITU SACCO LTD, 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 KIMISITU SACCO LTD.

Written copies of Kimisitu Sacco Society Limited 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. KIMISITU SACCO LTD, 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, KIMISITU SACCO LTD, 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 post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KIMISITU SACCO LTD, 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 KIMISITU SACCO LTD, 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 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

i. A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
ii. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
iii. Tender security furnished is in accordance with Clause 2.12
iv. Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by KIMISITU SACCO LTD, within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.
2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KIMISITU SACCO LTD's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect KIMISITU SACCO LTD, against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
   a) A bank guarantees.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KIMISITU SACCO LTD, as non-responsive, pursuant to paragraph 2.20

2.12.5 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 KIMISITU SACCO LTD,

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the Professional Indemnity, pursuant to paragraph 2.30.

2.12.7 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 30 or
       (ii) to furnish Professional Indemnity in accordance with paragraph 31.

   (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by KIMISITU SACCO LTD, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
2.13.2 In exceptional circumstances, KIMISITU SACCO LTD, 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 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall submit the bid electronically
2.14.2 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.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 The original and the copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and the copy of the Financial Proposal in a sealed envelope clearly marked “Financial Proposal” and warning: “Do not open with the Technical Proposal”. Both envelopes “Technical Proposal and financial proposal” shall be placed into an outer sealed envelope clearly marked “provision of Information Systems Security Review”. This outer envelope shall bear the submission address and other information indicated in the Letter of Invitation and should be clearly marked, “do not open, except in presence of the opening committee.”

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by Kimisitu Sacco Society Limited Sacco at the address specified under paragraph 2.15.2 no later than (Tuesday September 10th, 2019 2.30 Pm)
2.16.2 KIMISITU SACCO LTD, may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of KIMISITU SACCO LTD, and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17 Modification and withdrawal of tenders

2.17.1 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 KIMISITU SACCO LTD, prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 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 2.12.7.

2.17.5 KIMISITU SACCO LTD, may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KIMISITU SACCO LTD, 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.

2.18 Opening of Tenders
2.18.1 Sacco Society Limited Sacco will open all tenders electronically in the presence of tenderers’ representatives who choose to attend, on Tuesday September 10th, 2019 2.30 Pm and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 KIMISITU SACCO LTD, will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders KIMISITU SACCO LTD, 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.

2.19.2 Any effort by the tenderer to influence KIMISITU SACCO LTD, in the KIMISITU SACCO LTD, ‘s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers’ tender

2.20 Preliminary Examination and Responsiveness

2.20.1 KIMISITU SACCO LTD, 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.

2.20.2 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.

2.20.3 KIMISITU SACCO LTD, 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, KIMISITU SACCO LTD, 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. KIMISITU SACCO LTD, ‘s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by KIMISITU SACCO LTD, and may not subsequently be made responsive by the tenderer by correction of the nonconformity.
2.21 Conversion to a single currency

2.21.1 Where other currencies are used, KIMISITU SACCO LTD, 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.

2.22 Evaluation and comparison of tenders.

2.22.1 KIMISITU SACCO LTD, will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 KIMISITU SACCO LTD, ‘s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

KIMISITU SACCO LTD, requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the KIMISITU SACCO LTD, ‘s required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KIMISITU SACCO LTD, may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
2.22.6 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.

2.23. Contacting KIMISITU SACCO LTD,

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KIMISITU SACCO LTD, on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence KIMISITU SACCO LTD, in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract
   a) Post qualification

2.24.1 In the absence of pre-qualification, KIMISITU SACCO LTD, 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.

2.24.2 The determination will take into account 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 Kimisitu Sacco Society Limited Sacco deems necessary and appropriate.

2.24.3 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 KIMISITU SACCO LTD, will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 KIMISITU SACCO LTD, 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.

2.24.4 KIMISITU SACCO LTD, reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity’s action. If KIMISITU SACCO LTD, determines that none of the tenderers is responsive; KIMISITU SACCO LTD, shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, KIMISITU SACCO LTD, will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KIMISITU SACCO LTD, pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the Professional Indemnity pursuant to paragraph 31, KIMISITU SACCO LTD, will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 At the same time as KIMISITU SACCO LTD, notifies the successful tenderer that its tender has been accepted, KIMISITU SACCO LTD, will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 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.

2.26.3 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.

2.27 Professional Indemnity

2.27.1 Within thirty (30) days of the receipt of notification of award from KIMISITU SACCO LTD, the successful tenderer shall furnish the Professional Indemnity in accordance with the Conditions of Contract, in the Professional Indemnity Form provided in the tender documents, or in another form acceptable to KIMISITU SACCO LTD.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KIMISITU SACCO LTD, may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KIMISITU SACCO LTD, requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 KIMISITU SACCO LTD, 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;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenders. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<table>
<thead>
<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>This RFP is opened to all prospective qualifying organizations who have capability, capacity &amp; technical expertise and Must have provided previously the Tax Consultancy Services as a company BUT NOT as an individual consultant.</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Price to be charged for the tender to any interested and eligible firms who wish to participate in the tenders must visit <a href="http://www.srmhub.com">www.srmhub.com</a>; under the tab written “Available Tenders”. More information will be available on this link. Access to the tender will be granted upon payment of a non-refundable fee of KES.1,000.00. All payments will be made via our online payment platform during the registration process.</td>
</tr>
<tr>
<td>2.10</td>
<td>Tender prices may be quoted in Kenya Shillings</td>
</tr>
<tr>
<td>2.11</td>
<td>Particulars of eligibility and qualifications documents of evidence required. Copies of:</td>
</tr>
<tr>
<td></td>
<td>i  Company registration certificate</td>
</tr>
<tr>
<td></td>
<td>ii Current tax compliance certificate</td>
</tr>
<tr>
<td></td>
<td>iii PIN registration certificate</td>
</tr>
<tr>
<td></td>
<td>iv  VAT registration certificate</td>
</tr>
<tr>
<td></td>
<td>v  Registration certificate from relevant body e.g. ICPAK</td>
</tr>
<tr>
<td></td>
<td>vi Audited financial statements for the last three years</td>
</tr>
<tr>
<td>2.12.2</td>
<td>Particulars of tender document: must be clearly marked the bidders name and reference.</td>
</tr>
<tr>
<td>2.13</td>
<td>Validity of Tenders: Tenders Shall remain valid for 180 days</td>
</tr>
<tr>
<td>2.16.3</td>
<td>Must be submitted electronically</td>
</tr>
</tbody>
</table>
### Evaluation Criteria

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents:

**a) Mandatory Requirements (MR)**

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirements</th>
<th>Responsive or Not Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR1</td>
<td>Must Submit a copy of certificate of Registration/Incorporation/any other form of official identification.</td>
<td></td>
</tr>
<tr>
<td>MR2</td>
<td>A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority</td>
<td></td>
</tr>
<tr>
<td>MR3</td>
<td>Must Fill the Form of Tender in the Format have provided</td>
<td></td>
</tr>
<tr>
<td>MR4</td>
<td>Registration certificate from relevant body e.g. ICPAK.</td>
<td></td>
</tr>
<tr>
<td>MR5</td>
<td>Must submit a duly filled up self-declaration form in format provided</td>
<td></td>
</tr>
<tr>
<td>MR6</td>
<td>Must submit a duly filled up Confidential Business Questionnaire in electronic format provided</td>
<td></td>
</tr>
<tr>
<td>MR7</td>
<td>Must submit electronically on or before <strong>10th September 2019</strong></td>
<td></td>
</tr>
<tr>
<td>MR8</td>
<td>Certified CR. 12 (Confirmation of directors)- This should be the one issued within three months before this tender</td>
<td></td>
</tr>
<tr>
<td>MR9</td>
<td>List of at least 3 previous Financial Institution clients where such services have been carried -preferably -Saccos</td>
<td></td>
</tr>
</tbody>
</table>

At this stage, the tenderer’s submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.
SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

3.1 Definitions
3.2 Application
3.3 Standards
3.5 Professional Indemnity
3.6 Inspections and tests
3.7 Payment
3.8 Prices
3.9 Assignment
3.10 Termination for default
3.11 Termination for insolvency
3.12 Termination for convenience
3.13 Resolution of disputes
3.14 Governing language
3.15 Force majeure
3.16 Applicable law
3.17 Notices
3.1 Definitions

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

a) “The contract” means the agreement entered into between KIMISITU SACCO LTD, and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KIMISITU SACCO LTD, 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.

f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

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

3.5 Patent Right’s

The tenderer shall indemnify KIMISITU SACCO LTD, 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.

3.6 Professional Indemnity

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KIMISITU SACCO LTD, the Professional Indemnity where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the Professional Indemnity shall be payable to KIMISITU SACCO LTD, as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.
3.6.3 Professional Indemnity shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KIMISITU SACCO LTD, and shall be in the form of:

   a) A bank guarantees.

3.6.4 Professional Indemnity will be discharged by KIMISITU SACCO LTD 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.

3.7 Inspections and Tests

3.7.1 KIMISITU SACCO LTD, or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KIMISITU SACCO LTD, shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 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 KIMISITU SACCO LTD.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, KIMISITU SACCO LTD, 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 KIMISITU SACCO LTD.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in KIMISITU SACCO LTD, ’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KIMISITU SACCO LTD, ’s prior written consent.

3.10 Termination for Default
KIMISITU SACCO LTD, may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KIMISITU SACCO LTD,

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of KIMISITU SACCO LTD, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 **Termination of insolvency**

KIMISITU SACCO LTD, may at any time 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.

3.13 **Termination for convenience**

3.13.1 KIMISITU SACCO LTD, 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.

3.13.2 For the remaining part of the contract after termination KIMISITU SACCO LTD, may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 **Resolution of disputes**

KIMISITU SACCO LTD, 's 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.

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 SCC.
3.15 Governing Language

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

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its Professional Indemnity, 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.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5 Professional Indemnity</td>
<td>Within seven (7) days of the date of notification of award from KIMISITU SACCO LTD, the successful tenderer shall furnish KIMISITU SACCO LTD with a Professional Indemnity amounting 10% of the tendered price, in form of a bank guarantee.</td>
</tr>
<tr>
<td>3.7 Payment</td>
<td>Payment will be upon determination to KIMISITU SACCO LTD, ’s satisfaction that Performance under this tender has been achieved</td>
</tr>
<tr>
<td>3.8 Prices</td>
<td>No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.</td>
</tr>
<tr>
<td>3.15 Governing Language</td>
<td>The contract shall be written in the English language.</td>
</tr>
<tr>
<td>3.17 Applicable Law</td>
<td>Contract shall be interpreted in accordance with the laws of Kenya</td>
</tr>
<tr>
<td>3.18 Notices</td>
<td>Indicate addresses of both parties</td>
</tr>
</tbody>
</table>
## SECTION V – SCHEDULE OF REQUIREMENTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>PROVISION OF PROVISION TAX CONSULTANCY SERVICES.</td>
</tr>
</tbody>
</table>
1.0. Legal framework

KIMISITU is a Savings and Credit Co-operative Society registered under the Co-operative Societies Act (Cap 490) Laws of Kenya. The Sacco was established in 1985 by staff of ICRAF and IDRC. Later membership was opened to staff of Non-Governmental Organizations (NGOs), International Organizations, International Development Agencies, Embassies, High Commissions and Missions. Today the common bond has been opened for reputable organizations in Kenya with 3 employees and above and also to members’ spouses. As at December 2017, Kimisitu Sacco has a membership of over 7,000 drawn from over 400 organizations in Kenya and an Asset base of over 6.01 billion. The Sacco therefore attained tier one rating by SASRA in 2017.

1.2 Background & Purpose of this Review

A key strategic focus of the Sacco is to attain excellent customer service and satisfaction by providing innovative products and services, which are to be delivered through diverse service distribution channels that leverage on excellent information and communication technology platforms.

Tax consulting services are being sought by Kimisitu Sacco Society Ltd from recognized consulting firms to carry-out a tax health check and provide recommendations to management of KSSL on taxation areas that require improvement.

2.0 Scope of the work

The main aim of the assignment is to ensure that Kimisitu Sacco always remains tax compliant and that any risks are flagged out and addressed in good time. The consultant focus will be in the specific areas listed below;

2.1 TAX HEALTH CHECK
   a. Carry out a tax health check.
   b. Identify exposures and report to management.
   c. Advise on tax planning opportunities.
   d. Advise management on settling identified exposures with revenue authority
   e. Carry out biannual reviews to ensure the organization remains complaint to Kenya tax laws.

2.2 MONTHLY RETURNS
   a. Review monthly returns for VAT, withholding tax, and PAYE
   b. Verifying the correctness of withholding tax calculation

2.3 VAT
   a. Review the organizations operations to establish whether it should maintain VAT obligation.
   b. Follow up with KRA to remove the VAT obligation from the organization if deemed necessary.
2.4 CORPORATE TAX

a. Tax Incentives
b. Allowable / disallowable Expenses
c. Allowable / disallowable Incomes
d. Compensating Tax
e. Review correct posting of income in the accounting system to reduce tax exposure.
f. Ensure there are no existing tax penalties and interest and if there are any advice management on appropriate action.
g. Review and advice on instalment tax payments

2.5 PERSONAL / EMPLOYEE TAXATION

a. Basis of PAYE Taxation
b. Problematic areas of Payroll Tax
c. Employer / Employee Responsibilities
d. Tax Exempt Incomes
e. Exempt Organization/ employees
f. Tax Free Remunerations
g. Special Cases
h. Correction of Errors in Returns
i. Allowable deductions from income
j. Multiple PAYE Sources
k. Correct application of Insurance and pension reliefs to the payroll

2.6 TAXATION OF RETIREMENT BENEFITS

a. KRA vs. RBA
b. Taxation of contributions and withdrawals
c. Tax planning for your retirement benefit

2.7 OTHER URGENT AREAS

a. Follow up with KRA to obtain tax compliance certificate
b. Follow up on the pending issues post KRA I-Tax implementation
c. Any other tax duties assigned by Kimisitu Sacco in consultation with the tax consultant
4.0 Technical Evaluation

4.1 Technical stage 1.

The evaluation committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

<table>
<thead>
<tr>
<th>Area</th>
<th>Max Points</th>
<th>Firm’s scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1 Capacity</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Professional Qualifications:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. The Tax consultant(firm) shall be:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Minimum experience of 10 years in tax consultancy</td>
<td>5 marks</td>
<td></td>
</tr>
<tr>
<td>b. Duly registered as tax consultancy service providers</td>
<td>3 marks</td>
<td></td>
</tr>
<tr>
<td>2. The Consultant shall provide evidence of Professional Indemnity with a reputable insurance company.</td>
<td>4 marks</td>
<td></td>
</tr>
<tr>
<td>3. The Consultant shall submit curriculum vitae of at least one (1) lead consultant and three (3) other key personnel proposed as part of the Consultancy team</td>
<td>2 marks @ 4 CVs</td>
<td>8 Marks</td>
</tr>
<tr>
<td>NB: Each of the partners and or associates of the firm (if a professional partnership) to be engaged in the consultancy must be tax compliant and Certified Public Accountant (K). Attach tax compliance certificates and valid membership certificates respectively.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Academic qualification (Economics, Finance, Tax Administration or any other related areas)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Lead Consultant (1): Masters &amp; CPA (K)</td>
<td>4 Marks</td>
<td></td>
</tr>
<tr>
<td>b. Degree &amp; CPA (K)</td>
<td>3 marks</td>
<td></td>
</tr>
<tr>
<td>c. CPA (K) only</td>
<td>1 mark</td>
<td></td>
</tr>
<tr>
<td>Associate Consultants (3):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Degree &amp; CPA (K)</td>
<td>6 marks</td>
<td></td>
</tr>
<tr>
<td>e. CPA (K) only</td>
<td>3 mark</td>
<td></td>
</tr>
<tr>
<td>8.2 Experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The consultant must demonstrate experience in carrying out tax consultancy services for Saccos with a fund value of Kshs. Five (6) billion or more (Attach Written and certified References from at least three (3) existing clients complete with telephone &amp; email addresses.)</td>
<td>15 Marks</td>
<td></td>
</tr>
<tr>
<td>Relevant technical experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Lead Consultant (1):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Over 10 years’ experience</td>
<td>6 marks</td>
<td></td>
</tr>
<tr>
<td>b. 5-10 years’ experience</td>
<td>5 marks</td>
<td></td>
</tr>
<tr>
<td>c. 3-5 years’ experience</td>
<td>4 marks</td>
<td></td>
</tr>
<tr>
<td>d. 1-2 years’ experience</td>
<td>3 marks</td>
<td></td>
</tr>
<tr>
<td>2. Associate Consultant (3):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Over 5 years’ experience</td>
<td>9 marks</td>
<td></td>
</tr>
<tr>
<td>b. 3-5 years’ experience</td>
<td>6 marks each</td>
<td></td>
</tr>
<tr>
<td>c. 1-3 years’ experience</td>
<td>3 mark each</td>
<td></td>
</tr>
</tbody>
</table>

(provide copies of CVs and Certificates for all proposed staff in this assignment)
<table>
<thead>
<tr>
<th>Area</th>
<th>Max Points</th>
<th>Firm’s scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference. The consultant should capture in the proposal how the following will be handled;</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Whether there is preparation of periodic alerts or newsletters on Tax matters and updates to the clients. (provide evidence)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Advising on legislative developments concerning tax treatment of contributions by Scheme members and pay out to beneficiaries.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Providing legal advice on tax related issues on a regular basis, as and when required.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Assisting in giving tax adjustments, wherever applicable.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Dealing with relevant Tax Authorities if and when required.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Advising on Withholding Tax and Value Added Tax statements for all transactions carried out by the Scheme.</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Dealing with other related tax issues as and when they arise.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Assessing the corporation tax on investment income of the Scheme on the portion of the accumulated contributions in excess of the tax-deductible limits.</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Assessing and advising on tax treatment on retirement or earlier exit of members including taxation of the portion of Scheme benefits arising from contributions in excess of the tax deductible limits for the Defined Benefit and Scheme.</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Apportioning the contribution receipts between the “tax exempt” and “nontax exempt” account and applying the correct corporation tax rates on the non-tax-exempt accounts for each year and advising on the amounts that should be remitted to the Kenya Revenue Authority.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Provide evidence of having represented your client at the Tax Appeals Tribunal or any other tax dispute resolution body</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Determining the tax penalties and interest, if any and apply for necessary waivers.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Recommending the best market practice on computation and taxation of the Scheme Member Benefits.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Considering and advising whether any adjustments need to be made in respect of Scheme members who have exited in the past.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

The maximum technical score will 100 marks. Bidders scoring 70% marks and above in technical evaluation will be eligible to proceed to financial evaluation. Those whose scores will be below 70% will be considered non-responsive and will not proceed to the Financial
Financial Evaluation
The financial proposal shall contain appropriate breakdown of costing and fees. The financial proposal to be prepared and submitted shall at least contain the following:
1. Submission letter indicating total fees
2. Summary of costs including the payable taxes.
3. Training cost
4. Support cost
5. Breakdown of expected reimbursable costs/expenses per activity
6. Miscellaneous expenses
The fees shall be expressed in Kenya Shillings.
Criteria for Evaluation and Scoring of Financial Proposals
Financial score (FS) = 100 x FM/F
Where;
- Fm is the lowest fees quoted and
- F is the fees of the proposal under consideration.

NB: The lowest fees quoted will be allocated the maximum score of 100
Overall Combined scoring criteria
The consultant's proposals will be ranked according to their combined technical score (ts) and financial score (fs) using the weights as follows:
- Technical Score weight (T) = 70%
- Financial Score weight (P) = 30%

S = TS x T% + FS x P%

SECTION VII - STANDARD FORMS
1. Form of tender
2. Declaration form
3. Price schedules
4. Contract form
5. Confidential Questionnaire form
6. Tender security form
7. Professional Indemnity form
8. Bank guarantee for advance payment
FORM OF TENDER

Date____________________________________

Tender No.________________________________

To…………………………

[KIMISITU SACCO LTD,]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos... [insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [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.

1. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

2. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

3. 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.

4. 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________________________
DECLARATION FORM

Date _____________

To:
KIMISITU SACCO LTD, Plaza,
Woodlands Road,
P.O Box 10454 -00100
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 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.

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 KIMISITU SACCO LTD

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
## PRICE SCHEDULE OF SERVICES

Name of Tenderer ________ Tender Number ________. Page ____ of ____.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL PRICE (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provision of PROVISION TAX CONSULTANCY SERVICES</td>
<td></td>
</tr>
</tbody>
</table>

ADD: 16% VAT

GRAND TOTAL (VAT Inclusive)

Signature of tenderer ____________________________________________

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
CONTRACT FORM

THIS AGREEMENT made the __ day of _____ 20___ between ………….[name of procurement entity] of ………………….[country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and …………………….[name of tenderer] of ……….[city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz……………………..[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ………………………………………….[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the tenderer;
   (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and
   (f) the Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ___________ the __________ (for the Procuring entity)  
Signed, sealed, delivered by ___________ the __________ (for the tenderer) in the presence of _____________.
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

**Part 1 General**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of Business Premises</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Nature of Business

Registration Certificate No.

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

Name of your bankers

**Part 2 (a) – Sole Proprietor**

<table>
<thead>
<tr>
<th>Your name in full</th>
<th>Age</th>
<th>Nationality</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Citizenship details

**Part 2 (b) – Partnership**

Given details of partners as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part 2 (c) – Registered Company**

Private or Public

State the nominal and issued capital of company

<table>
<thead>
<tr>
<th>Nominal Kshs.</th>
<th>Issued Kshs.</th>
</tr>
</thead>
</table>

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date……………………………………..Signature of Candidate……………………….
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 Professional Indemnity, 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)
PROFESSIONAL INDEMNITY 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)
BANK GUARANTEE FOR ADVANCE PAYMENT

To…………………………

[name of tender]…………………………………………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……………………………………………………………………

[amount of guarantee in figures and words]. We, the

………………………………………………………………………………

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

____________________________________________________________

[name of bank or financial institution]

____________________________________________________________

[address]

____________________________________________________________

[date]
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _______________________

_____________________

RE: Tender No. _______________________

Tender Name_____________________

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

_____________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _______________________

_____________________

SIGNED FOR ACCOUNTING OFFICER
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 of ........20.........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.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

SIGNED .................(Applicant)

Dated on.............day of ............./...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on .......... day of .............20...........

SIGNED

Board Secretary