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**TENDER FOR PROVISION OF EXTERNAL AUDIT SERVICES
(PREQUALIFICATION FOR APPOINTMENT) FOR THE PERIOD
JULY 2020-JUNE 2021 AT KENYA NUTRITIONISTS AND
DIETICIANS INSTITUTE**

TENDER NO. KNDI/PROC/22/11/2019 (RE-ADVERTISEMENT)

CLOSING DATE: 15TH APRIL 2020 AT 10.30AM

Section A. Tender Notice

1. The Kenya Nutritionists and Dieticians Institute *now* invites sealed tenders from eligible candidates to carry out **External Audit services** specified in **section E** of this document.
2. Interested eligible candidates may obtain further information from Procurement unit at Kenya Nutritionists and Dieticians Institute from Monday to Friday between 8.15am and 5.00pm normal working hours. The tender document is available on KNDI websites www.kndi.institute.
3. Complete tender documents in sealed envelopes, clearly marked with the tender number, must be delivered to Kenya Nutritionists and Dieticians Institute and placed in the tender box on the third Floor, 3F on or **before 10.30 am on 15th April 2020** . Scanned copies of tender documents can also be submitted to: tender@kndi.institute
4. Tenders will be opened in the presence of Firms' representatives who choose to attend immediately thereafter in the offices of Kenya Nutritionists and Dieticians Institute.
5. All tenders must be accompanied with Ksh. 5, 000 tender fee in banker's cheque payable at Kenya Nutritionists and Dieticians Institute (KNDI).

Section B. Invitation to Tender

Date: _____

To: _____

Dear Sir/Madam:

REFERENCE: TENDER FOR PROVISION OF EXTERNAL AUDIT SERVICES

We hereby invite tenderers to submit sealed tenders for the execution and completion of the above tender, details of which are specified in Section 'E' of this document.

Tenders will be closed on **15th April, 2020 at 10.30 am** and shall be opened immediately at the **Kenya Nutritionists and Dieticians Institute, Board Room**

Yours faithfully,

For Procurement Manager

Section C. General Information

Introduction

2.1 Eligible Tenderers

2.1.1 This invitation to tender is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

2.1.2 The KNDI's employees, committee members, Council members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification 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 the firm or any of its officials which have been engaged by KNDI to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible

2.0 Cost of Tendering

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

The Tender Document

3.0 Contents

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

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars/Requirements of tender
- (v) Details of service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Authorization Form
- (xiii) Declaration form

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

4.0 Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the Kenya Nutritionists and Dieticians Institute in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the address indicated in the Invitation for tenders. The Kenya Nutritionists and Dieticians Institute 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 Kenya Nutritionists and Dieticians Institute. Written copies of the Kenya Nutritionists and Dieticians Institute 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

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.

5.0 Amendment of Documents

5.1 At any time prior to the deadline for submission of tenders, the Kenya Nutritionists and Dieticians Institute, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya Nutritionists and Dieticians Institute, at its discretion, may extend the deadline for the submission of tenders.

6.0 Language of Tender

6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KNDI, 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.

7.0 Documents Comprising the Tender

- 7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) tender security furnished in accordance with paragraph 2.12
 - (d) confidential business questionnaire

8.0 Form of Tender

8.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedules furnished in the tender documents, indicating the services to be performed.

9.0 Tender Prices

9.1 The tenderer shall indicate on Price Schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the agreement.

9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

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

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

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

9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

10. Tender Currencies

10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix to instructions to tenderers.

11.0 Tenderers Eligibility and Qualifications

11.1 Pursuant to paragraph 2.1.1 and 2.1.2 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.

11.2 The documentary evidence of the tenderers eligibility to perform the contract if its tender is accepted shall establish to the Kenya Nutritionists and Dieticians Institute satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

12.0 Tender Security

12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

12.1.1 The tender security shall be in the amount not exceeding 2 per cent of the tender price-

12.1.2 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 2.12.7.

12.1.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.
- e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or Women Enterprise Fund

12.1.4 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by KNDI as non-responsive, pursuant to paragraph 2.22

12.1.5 Unsuccessful Tenderer's tender 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

12.1.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27

12.1.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26 or
 - (ii) to furnish performance security in accordance with paragraph 2.27 (c) If the tenderer rejects a correction of an arithmetic error in the tender.

13.0 Validity of Tenders

13.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Kenya Nutritionists and Dieticians Institute. A tender valid for a shorter period shall be rejected by the Kenya Nutritionists and Dieticians Institute as non-responsive.

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

14.0 Format and Signing of Tender

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

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

14.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender.

All pages of the tender, except for un-amended printed literature, shall be initialised by the person or persons signing the tender.

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

15.0 Sealing and Marking of Tenders

15.1 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.

15.2 The inner and outer envelopes shall:

(a) be addressed to the Kenya Nutritionists and Dieticians Institute at the following address:

Chief Executive Officer, Kenya Nutritionists and Dieticians P.O BOX 20436-00100, NAIROBI

(b) Bear inscriptions "**Tender No KNDI/PROC/22/11/2019 for Provision of Audit services and the words: "DO NOT OPEN BEFORE, 15th April 2020 at 10.30 am.**"

15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is disqualified for any reason before opening.

15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, the Kenya Nutritionists and Dieticians Institute will assume no responsibility for the tender's misplacement or premature opening.

16.0 Deadline for Submission of Tenders

2.16.1 Tenders must be received by KNDI at the address specified under paragraph 15.2 no later than **15th April 2020 at 10.30 a.m.**

16.2 KNDI 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 KNDI and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders which will not fit in the tender box shall be received by KNDI as provided for in the appendix.

17.0 Modification and Withdrawal of Tenders

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 tenders, is received by the Kenya Nutritionists and Dieticians Institute prior to the deadline prescribed for submission of tenders.

17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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.

17.5 The procuring entity may at any time terminate procurement proceedings before AGM and shall not be liable to any person for the termination.

17.6 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.

18.0 Opening of Tenders

18.1 The Kenya Nutritionists and Dieticians Institute will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.30am on **15th April 2020 at Kenya Nutritionists and Dieticians Institute, Board Room.**

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 the Kenya Nutritionists and Dieticians Institute, at its discretion, may consider appropriate, will be announced at the opening.

18.3 The Kenya Nutritionists and Dieticians Institute will prepare minutes of the tender opening.

19.0 Clarification of Tenders

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

19.2 Any effort by the tenderers to influence the Kenya Nutritionists and Dieticians Institute in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

20.0 Preliminary Examination

20.1 The Kenya Nutritionists and Dieticians Institute will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

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 there is a discrepancy between words and figures, the amount in words will prevail. If the tenderer does not accept the correction of the errors, its tender will be rejected.

20.3 The Kenya Nutritionists and Dieticians Institute may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any tenderer.

20.4 Prior to the detailed evaluation, the Kenya Nutritionists and Dieticians Institute 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 Kenya Nutritionists and Dieticians Institute determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

21.0 Conversion to a Single Currency

21.1 Where other currencies are used, KNDI 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.

22.0 Evaluation and Comparison of Tenders

22.1 KNDI will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20

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

22.3 The Kenya Nutritionists and Dieticians Institute evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.22.5 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;

22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied

(a) Operational plan

The Procuring entity requires that the service under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the Kenya Nutritionists and Dieticians Institute required delivery time will be treated as non-responsive and rejected.

(a) Deviation in payment schedule

Tenderers shall state their tender price for the payment of 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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

22.5 The tender evaluation committee shall evaluate the tender within the stipulated time of the validity period from the date of opening the tender.

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.

23.0 Contacting the Kenya Nutritionists and Dieticians Institute.

23.1 Subject to paragraph 19, No tenderer shall contact the Kenya Nutritionists and Dieticians Institute on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

23.2 Any effort by a tenderer to influence Kenya Nutritionists and Dieticians Institute in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the tenderer's tender.

24.0 Award of Contract

a) Post-qualification

24.1 In the absence of pre-qualification, the Kenya Nutritionists and Dieticians Institute will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest price evaluated responsive tender is qualified to perform the contract satisfactorily.

24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer as well as such other information as the Kenya Nutritionists and Dieticians Institute deems necessary and appropriate.

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 the Kenya Nutritionists and Dieticians Institute will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

b) Award Criteria

24.4 The Kenya Nutritionists and Dieticians Institute will enter into agreement with the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender after endorsement at AGM, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

24.5 The Kenya Nutritionists and Dieticians Institute 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 Kenya Nutritionists and Dieticians Institute action.

24.6 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.

25.0 Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Kenya Nutritionists and Dieticians Institute will notify the successful tenderer in writing that its tender has been accepted and endorsed at AGM.

25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KNDI pursuant to clause 2.27. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, KNDI will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

26.0 Signing of Contract

26.1 At the same time KNDI notifies the successful tenderer that its tender has been accepted and endorsed at AGM, KNDI will simultaneously inform the other tenderers that their tenders have not been successful.

26.2 Within fourteen (14) days of receipt of the shall submit audit agreement to be signed by KNDI.

26.3 The parties to the agreement/contact shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

27.0 Performance Security

27.1 Within Thirty (30) days of the receipt of notification of award from KNDI, the successful tenderer shall furnish the performance security in accordance with the Conditions of agreement, in the Performance Security Form provided in the tender documents, or in another form acceptable to KNDI.

27.2 Failure of the successful tenderer to comply with the requirements 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 KNDI may make the award to the next lowest evaluated Candidate or call for new tenders.

28.0 Corrupt or Fraudulent Practices

28.1 The Procuring entity 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 and will not be involved in corrupt or fraudulent practices. When used in the present regulations; the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

28.2 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.

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.

Section D-General Conditions of Contract

1.0 Definitions

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

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

2.0 Application

2.1 These general conditions shall apply in all contracts made by the Kenya Nutritionists and Dieticians Institute for the procurement of services.

3.0 Use of Contract Documents and Information

3.1 The tenderer shall not, without the client's prior written consent, disclose the contract, or any provision thereof or information furnished by or on behalf of the Kenya Nutritionists and Dieticians Institute to any person other than a person employed by the tenderer in the performance of the contract.

3.2 The tenderer shall not, without the client's prior written consent, make use of any document.

3.3 Any document, other than the Contract itself, shall remain the property of the client and shall be returned (all copies) to the Kenya Nutritionists and Dieticians Institute on completion of the tenderer's performance under the contract if so, required by the Kenya Nutritionists and Dieticians Institute.

4.0 Payment

4.1 The method and conditions of payment to be made to the successful tenderer under this contract shall be as specified in the letter of engagement to be entered into between the Kenya Nutritionists and Dieticians Institute and the successful tenderer by the Kenya Nutritionists and Dieticians Institute conditions of Contract.

5.0 Prices

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

6.0 Assignment

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

7.0 Termination for Default

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

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

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

8.0 Resolution of Disputes

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

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

9.0 Language and Law

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

Section E: - Terms of Reference

As per the Constitution of Kenya, all government entities are supposed to be audited by the Auditor General. The Auditor General has allowed KNDI to engage a competent audit firm, who shall report to him, to carry out the external audit for three years period covering years 2016/2017, 2017/2018 and 2018/2019. To achieve this significant assignment the following terms of reference shall apply to the audit firm to be engaged.

10.0 Terms of Reference for External Audit Services

- 10.1 The Audit engagement period is for one-year effective July 2021 to June 2022, renewable at AGM up to a maximum of three years.
- 10.2 The auditors should be on stand by all year round for consultation as and when need arises
- 10.3 The Auditors would carry out audit progressively during the year as necessary culminating in the final audit which commences three weeks after the conclusion of the financial year and is to be finalised by August 31st of the following year.
- 10.4 The auditors would be expected to perform the following duties and responsibilities:
 - i. Confirm that proper books of accounts are kept by KNDI
 - ii. Confirm that the financial statements (Balance sheet, Income, Equity, cashflow and supporting notes) prepared by the client at the year end are in agreement with supporting books of accounts.
 - iii. Confirm that the financial statements prepared by the client comply in full with the International Financial Reporting standards (IFRS), the Companies Act
 - iv. Carry out an audit in accordance with International Standards of Auditing (ISA)
 - v. Carry out their audit in such a manner as to have reasonable chances of detecting malpractices, errors and irregularities where possible and make recommendations to management.
 - vi. Identify and determine the impact of internal control weakness and make appropriate recommendations to management.
 - vii. To identify and report to management areas that require improvement for effectiveness and efficiency and in this regard, to issue a detailed management letter that addresses financial control and governance issues within the operations of the client and present the same to the client's audit committee.
 - viii. To issue their opinion on the financial statements and present the financial report after approval by Council during AGM.
 - ix. Liaise with Auditor General on all issues related to the audit including availing the final audit report to them after adoption at AGM.
 - x. To interact regularly and openly with the client's internal auditors and the Audit Committee of the Council and report their findings to the Audit Committee at the end of the final audit or as necessary.
 - xi. To offer advise to the client informally in fields within their purview in the course of the audit.
 - xii. Employ services of qualified staff and have minimum staff changes over the contract duration.
 - xiii. External Auditor to maintain strict confidentiality of the client information.

Section F: Evaluation criteria

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

The criteria for evaluation shall be sub-divided into two sections namely, Mandatory and Technical criteria. Only firms achieving all the mandatory requirements will proceed for Technical evaluation.

Technical criterion will carry a total weight of 100% with a pass mark of 75%. All firms achieving the 75% mark will be evaluated financially. The firms will be ranked with the lowest being first and the highest last. The lowest evaluated bidder (firm) will be awarded the tender.

A. MANDATORY REQUIREMENTS.

Provide the following Documents.

MR	REQUIREMENTS	Responsive or not responsive
MR1	Submit a copy of Certificate of Registration/Incorporation/Partners practicing License	
MR2	Must submit a copy of Tax Compliance issued by KRA, valid up to and including the tender closing date.	
MR3	Provide signed copies of Audited Accounts/Partnership report for the latest two years (the most current and the preceding year)	
MR4	Tenderers must submit with the tender a bid security bond (tender security) in the amount of Kshs 50,000.00 from a commercial bank in Kenya or a financial institution recognized by the Public Procurement Oversight Authority (PPOA)	
MR5	Provide a compliance/clearance letter/certificate showing good professional standing as issued by ICPAK	

B. TECHNICAL CRITERIA

Number	Criteria item	Rankings of marks	Maximum Marks to be awarded
1	<p>Previous audit experience of government institutions or state corporations. Provide a list</p> <ul style="list-style-type: none"> i. 5 and over Government institution/State Corporations/Similar bodies ii. 4 Government institutions/ State Corporations iii. 3 Government institutions/ State Corporations iv. 2 Government institutions/ State Corporations v. . 1 Government institution/ State Corporations 	<p>15</p> <p>12</p> <p>8</p> <p>4</p> <p>2</p>	15

2	<p>Range of services offered: (Marks awarded are additive – if all services are provided, the Tenderer gets 10 marks)</p> <p>i. Audit services</p> <p>ii. Tax advisory /consultancy services,</p> <p>iii. Business advisory</p> <p>iv. IT consultancy services,</p>	<p>4</p> <p>4</p> <p>1</p> <p>1</p>	10
3	<p>Arrangements for peer review and Quality Assurance. Provide a list.</p> <ul style="list-style-type: none"> • Had peer review arrangements within the last one year • Had peer review arrangements within the last 2 3 years ago • Had peer review which is 4-5 years old • Over 5 years or no peer review 	<p>10</p> <p>5</p> <p>3</p> <p>0</p>	10
4	<p>Number of employees in the Audit Firm</p> <ul style="list-style-type: none"> • Over 100 staff • Between 50- 99 • Below 	<p>10</p> <p>8</p> <p>5</p>	10
5	<p>Team Leader's relevant professional experience, Seniority and qualifications. Provide CVs</p> <p>i. CPA or equivalent and Masters level and above with 15 years' and above experience</p> <p>CPA or equivalent and Masters level and above with less than 15 years' experience</p> <p>CPA or equivalent and Bachelors level with 15 years' and above experience</p> <p>iv. CPA or equivalent and Bachelors level with less than 15 years' experience</p>	<p>10</p> <p>8</p> <p>6</p> <p>4</p>	10
6	<p>Team Capacity/Strength to be assigned: Number of technical and qualified people in the team (CPA or equivalent) Provide resumes</p> <p>i. 5 and over ii. 3 to 5 iii. Below 3</p>	<p>15</p> <p>10</p> <p>3</p>	15

7	Audit plans and Time frame i. Shortest time frame and well-defined ii. Second shortest time frame and well-defined iii. Third shortest time frame well-defined iv. Fourth shortest time frame and well-defined v. Fifth shortest time frame and well defined	10 8 6 4 2	10
8	Audit experience of organizations with an average Operating annual income of KES 50 Million and above. Provide a list i. 5 and more Organizations ii. 4 Organizations iii. 3 Organizations iv. 2 Organizations v. 1 Organization	10 8 6 4 2	10
9	Financial Quotation (Annual audit fee) i. 200, 000 ii. 150, 000-199, 000 iii. > 100, 000	2 5 10	10
	Total Marks for the technical		100 %

Section G: Price Schedule

The Firm fees should be quoted in Kenya shillings including all the relevant taxes (VAT, etc) and shall be valid for the contract period as shown below:

External Audit

YEAR	FEES	OTHER COSTS	VAT	TOTAL
2019/2020				

Signature of Tenderer _____

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

STANDARD FORMS Notes on the sample Forms Form of Tender

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

Confidential Business Questionnaire Form -

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

Contract Form

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

8.1 FORM OF TENDER

Date

Tender No.

To:

(Name and address of Bank] Gentlemen and/or

Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*. The receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the audit services in conformity with the said tender documents for the sum of

.....
(Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by
(Bank).

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this day of 20

[signature] [in the capacity of] Duly authorized to sign tender for an on behalf of

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name

.....

Location of business premises

..... Plot

No..... Street/Road

.....

Postal Address Tel No. Fax E mail

Nature of Business

.....

Registration Certificate No.

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

.....

Name of your bankers Branch

.....

Part 2 (a) – Sole Proprietor

Your name in full Age
Nationality Country of origin

• Citizenship details

.....

•Part 2 (b) Partnership

Given details of partners as follows:

Name Nationality Citizenship Details

Shares

1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name Nationality Citizenship Details

Shares

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

DateSignature of Tenderer

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 CONTRACT FORM

THIS AGREEMENT made the day of 20 between
..... [name of Procurement entity] of [country of Procurement entity]
(hereinafter called "the Bank) of the one part and [name of tenderer] of
..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part; WHEREAS the Bank invited tenders for certain goods]and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called "the Contract Price).
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by the (for the Bank

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

8.4 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for provision of Audit services..... [name and/or description of the services] (hereinafter called "the Tender")

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

WE of having our registered office at

..... (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of..... for which payment

well and truly to be made to the said Procuring entity,

the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20

THE CONDITIONS of this obligation are: -

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

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

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

[Signature of the bank] _____