



REQUEST FOR PROPOSALS (RFP)

TENDER NO.: KWS/RFP/AUDIT/07/2019-2022:

**PROVISION OF PENSION SCHEME EXTERNAL AUDIT SERVICES
(RE-TENDERED)**

**CLOSING DATE AND TIME
3rd DECEMBER, 2019 AT 12 NOON**

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TABLE OF CONTENTS

SECTION I: LETTER OF INVITATION	1
SECTION II: INSTRUCTIONS TO TENDERERS.....	4
2.1. Tenders Eligibility and Qualification	4
2.2. Cost of bidding	4
2.3. Clarification of Documents	4
2.4. Clarification of Tenders.....	5
2.5. Amendment of documents	5
2.6. Language of Tender	5
2.7. Tender Prices	5
2.8. Tender Currencies	6
2.9. Validity of Tenders	6
2.10. Format and Signing of Tender	6
2.11. Sealing and Marking of Tenders.....	6
2.12. Deadline for Submission of Tenders	7
2.13. Modification and withdrawal of Tenders.....	7
2.14. Opening of Tenders	8
2.15. Preliminary Examination and Responsiveness	8
2.16. Contacting KWS Staff Pension Scheme	9
2.18. Corrupt or Fraudulent Practices	9
2.19. Appendix to Instructions to Tenders	10
Data Sheet: I	11
SECTION III: GENERAL CONDITIONS OF CONTRACT	13
3.1. Definitions	13
3.2. Application	13
3.3. Standards.....	13
3.4. Patent Right's.....	14
3.5. Professional Indemnity Cover	14
3.6. Payment.....	14
3.7. Termination for Default	14
3.8. Termination on insolvency.....	14
3.9. Resolution of disputes	15
3.10. Force Majeure	15
3.11. Applicable Law	15
3.11. Notices.....	15
SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC).....	16

SECTION V: TERMS OF REFERENCE	17
4.2. The scope of External Audit Services Shall be: -	18
4.4. Termination of the Service Provider Agreement	20
4.5. Insolvency and Winding Up of a Service Provider	21
SECTION V: EVALUATION OF PROPOSALS.....	22
5.1. Clarification of Proposals	22
5.2. Confidentiality	22
5.3. Undue Influence or Corrupt Practice	22
5.4. Acceptance of Any Proposal or Rejection of Any or All Proposals.....	22
5.5. Undue Influence or Corrupt Practice	22
5.6. Examination of Proposals	23
5.7. Technical evaluation	23
5.8. Evaluation of Proposals	23
5.9. Post-qualification of the bidder.....	23
5.10. Award of Contract.....	24
5.10.1. Notification of Award.....	24
5.10.2. Award of Award	24
5.10.3. Signature of the Contract	24
5.10.4. Ownership and copyright	24
5.11. Proposal Standard Forms	30
Notes on the standard Forms	30
SECTION VI: APPENDICES.....	32
6.1. PROPOSAL SUBMISSION FORM	32
6.2. BIDDING ENTITY PROFILE FORMAT.....	33
6.3. COMMENTS AND SUGGESTIONS OF EXTERNAL AUDIT SERVICES ON THE SCOPE OF WORK AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT	34
6.4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	35
6.5. FINANCIAL PROPOSAL SUBMISSION FORM	36
6.6. PRICE SCHEDULE OF SERVICES	37
6.7. BIDDERS DECLARATION TO UNDERTAKE THE ASSIGNMENT	38
6.8. CONTRACT FORM	39
6.9. REQUEST FOR REVIEW FORM	41
6.10. SELF DECLARATION FORM.....	42

Tables

Table 1 Summary of the Evaluation Criteria.....11

Table 2 Mandatory and Technical Evaluation Scoresheet.....26

SECTION I: LETTER OF INVITATION

Dear Sir/Madam:

REQUEST FOR PROPOSAL (RFP) PROVISION OF PENSION SCHEME AUDIT SERVICES

The Kenya Wildlife Service Pension Scheme hereby invites competent and eligible firms to submit technical and financial proposals to provide Annual Audit Services for a period of Three years renewable annually for both Schemes separately.

The Pension Scheme was established under an irrevocable trust effective 1st July 1991 as a Defined Benefit Scheme; KWS Staff Superannuation Scheme. However, on the DB Scheme was Closed to new entrants and to future accrual of contributions on 31st December, 2006 and a new Defined Contribution Pension Scheme; KWS Staff Retirement Benefits Scheme, 2006 was established on 1st January, 2007. The two Schemes are managed by Trustees under a Trust Deed and Rules and the Retirement Benefit Authority Act 1997 and Regulations.

The objective of the audit of the Staff Pension Schemes financial statements is to;

1. Enable auditors to express an independent professional opinion on the Financial position of the Scheme and to ensure that the funds have been utilized for their intended purpose
2. Confirm if proper books of accounts as required by law have been maintained by the Pension Schemes and also maintain adequate internal controls and supporting documents for the transactions.

You are therefore requested to submit your bid for Audit Services in conformity with the Terms of reference (TOR) specified herein.

To be eligible for evaluation, interested firms should submit together with their Technical and Financial proposals, the following documents to demonstrate their technical and proven experience in similar assignments:

- i. Submission of Tender Documents (Must comply) 2 copies (original and copy) (Separated Technical & Financial proposal)
- ii. The Bid documents MUST be bound & serialized.
- iii. Authority to offer service - Power of Attorney (exempt for sole proprietors)
- iv. Attach certified copy of Registration of Business/Certificate of Incorporation
- v. Certified Copy of CR 12 or a partnership deed not older than three months from tender closing date.
- vi. Duly filled, signed and Stamped Confidential Business Questionnaire and anticorruption declaration

- vii. Proof of Ten (15) years existence - A certified copy Certificate of incorporation
- viii. Submit current and valid Tax Compliance certificate
- ix. Certified copy of Valid Business Permit/Trade License
- x. Audited books of Accounts for three (3) years (2016, 2017 & 2018) duly Audited and certified by the Auditors
- xi. Must provide reference letters of current contracts of at least five (5) clients for a similar work done not less 4 Billion addressed to the Trustees KWS Pension Scheme.
- xii. Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
- xiii. Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement
- xiv. Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company/ firm from your clients
- xv. Valid Professional Indemnity of a minimum of Kshs. 100 Million in Kenya shillings; must be from a local insurance firm
- xvi. Provide evidence of registration and valid practicing license from a professional body i.e. ICPAK and any other equivalent local or international body.
- xvii. A copy of the current ICPAK certificate
- xviii. Proof of auditing three or more Retirement Schemes of Kshs 3 billion and above
- xix. A declaration that the bidder will not engage in any corrupt or fraudulent actions.
- xx. A declaration that the person or his or subcontractors are not debarred from practicing in public procurement.
- xxi. Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company firm from your clients
- xxii. All Tenders must be accompanied by an Original bid security of Kshs 200,000 (Two hundred thousand shillings) issued in Kenya shilling or a freely convertible currency and in the form of Bank guarantee in the prescribe format The bid security should be issued in Kenya shillings and must remain valid for one hundred and twenty (120) days from the closing date of the tender

The Request for Proposals (RFP) includes the following:

- Letter of Invitation
- Terms Of Reference
- Information to Audit
- Statement of Works
- Standard Forms of Contract
 - Technical Proposal – Standard Forms
 - Financial Proposal – Standard Forms

Tender documents detailing the requirements may be downloaded from KWS website www.kws.go.ke (<http://www.kws.go.ke/tenders>)

Bids should be submitted in duplicate marked 'ORIGINAL' and 'COPY' in a plain sealed envelopes to reach the Trustees, , KWS Pension Scheme or be placed in the Tender Box situated at the Main Entrance of KWS Headquarters, along Lang'ata Road, on or before **12.00 NOON on Tuesday 3rdDecember , 2019.**

The plain sealed envelope should indicate the Tender Reference name without identifying the sender. Bulky bid documents that cannot go through the slot of the Tender Box may be placed in the office of the Head of Staff Pension Scheme **at 11.45 A.M on or before 3rd December, 2019.**

The bids will be opened at 12.00 NOON same day and interested bidders may attend the bid opening session. Late bids will be rejected and returned to the bidders unopened.

Yours Faithfully,

TRUSTEES
KENYA WILDLIFE SERVICE STAFF PENSION SCHEME

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Tenders Eligibility and Qualification

- 2.1.1. This Invitation to Tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Tender documents.
- 2.1.2. KWS employee's, 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 KWS Staff Pension Scheme 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.
- 2.1.5. 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. Any resultant contract will be placed in the currency of the proposal and bidders will not be allowed to amend the currency of the proposal once it has been submitted.
- 2.1.6. The documentary evidence of the Tenderers qualifications to perform the contract if its Tender is accepted shall establish to Scheme's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

2.2. Cost of bidding

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Scheme will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3. Clarification of Documents

- 2.3.1. Any request for clarification must be received by **the Scheme Trustees** in writing. If **Scheme** either on its own initiative or in or in response to a request from a bidder,

provides additional information on the proposal document, such information will be sent in writing to all bidders. **The Scheme** 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 Scheme**. The Scheme 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.

2.4. Clarification of Tenders

- 2.4.1. To assist in the examination, evaluation and comparison of Tenders the Scheme 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.
- 2.4.2. Any effort by the Tenderer to influence **the Scheme** in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers Tender.

2.5. Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of proposal, **the Scheme** for any reason whether at its own initiative or in response to a clarification requested by prospective bidders may modify the RFP documents by amendment. All prospective bidders will be notified of the amendment in writing and it will be binding on them. **The Pension Scheme** Trustees may, at their own discretion, extend the deadline, if deemed necessary to allow bidders reasonable time to take the amendment into account.

2.6. Language of Tender

- 2.6.1. The proposal and all correspondence and documents, related to the proposal and exchanged by the bidder and **the Scheme** must be written in the 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. Tender Prices

- 2.7.1. 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.
- 2.7.2. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.7.3. 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 Tender will be treated as non-responsive and will be rejected.

2.8. Tender Currencies

2.8.1. All proposals must be presented in Kenya Shillings. The applicable rate of exchange for use by the bidders must be the CURRENT mean rated of exchange to the Dollar as published by the Central Bank of Kenya and available from the Central Bank of Kenya or at their website at www.centralbank.go.ke.

2.9. Validity of Tenders

2.9.1. Bidders shall be bound by their proposals for a period of 90 days from the deadline of the submission of proposal. In exceptional cases and prior to the expiry of the original proposals validity period. **The Scheme** may ask the bidders in writing to extend this period. Bidders who agree to do so will not be permitted to modify their proposals. If they refuse their participation in the proposal procedure will be terminated, the successful bidder will be bound by this proposal for further period of 60 days following receipt of the notification that he has been selected. Notification of selection does not imply any form of contracting on the part of **the Scheme**. All dealings after this notifications and prior to negotiation, final agreement and execution of contract are on subject to contract basis.

2.10. Format and Signing of Tender

2.10.1. The tender is a **two envelope** tender comprising separate **technical** and **financial** submission. The Tenderer shall prepare two copies of the Tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.10.2. 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 un-amended printed literature, shall be initialed by the person or persons signing the Tender.

2.10.3. 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.

2.11. Sealing and Marking of Tenders

2.11.1. The tender is a **two envelope** tender comprising separate **technical** and **financial** submission The Tenderer shall seal the original and each copy of the Tender in separate envelopes; duly marking the envelopes as **“ORIGINAL”** and **“COPY”**

(indicate Technical or Financial as appropriate). The envelopes shall then be sealed in an outer envelope.

2.11.2. The inner and outer envelopes shall:

- (a) Be addressed to the **Trustees Kenya Wildlife Service Trustees Scheme** at the address given in the invitation to Tender.
- (b) Bear, **TENDER NO.: KWS/RFP/AUDIT/07/2019-2022 ,Tender for the Provision of External Audit Services** and the words: “DO NOT OPEN BEFORE **Tuesday, 3rd December, 2019 AT 12.00 Noon**”

2.11.3. The inner envelopes only shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.

2.11.4. If the outer envelope is not sealed and marked as required, the **KWS Staff Pension Scheme will** assume no responsibility for the Tender’s misplacement or premature opening.

2.12. Deadline for Submission of Tenders

2.12.1. Tenders must be received by the **Kenya Wildlife Service Staff Pension Scheme** at the specified under paragraph 2.15.2 no later than **Tuesday,3rd December, 2019 AT 12.00 Noon local time.,”**

2.12.2. **KWS Staff Pension Scheme 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 the **Kenya Wildlife Service Staff Pension Scheme** and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12.3. Bulky Tenders which will not fit in the Tender box shall be received by the **KWS Procurement office** as provided for in the appendix.

2.13. Modification and withdrawal of Tenders

2.13.1. 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 is received by **KWS Staff Pension Scheme** prior to the deadline prescribed for the submission of Tenders.

2.13.2. No Tender may be modified after the deadline for submission of Tenders.

2.13.3. KWS Staff Pension Scheme may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.13.4. KWS Staff Pension Scheme 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.

2.14. Opening of Tenders

2.14.1. **Opening of Technical Envelopes:** The Trustees KWS Staff Pension Scheme will open all Tenders in the presence of Tenderers' representatives who choose to attend after **Tuesday, 3rd December, 2019 AT 12.00 Noon** and in the location specified in the invitation to tender. All submitted Technical Bids will be opened at that time while the financial bid envelopes shall remain unopened until technical bids are evaluated. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

2.14.2. The Tenderers' names, Tender modifications or withdrawals, Tender prices, discounts, and such other details as KWS Staff Pension Scheme, at its discretion, may consider appropriate, will be announced at the opening.

2.14.3. **KWS Staff Pension Scheme** 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.

2.14.4. **Opening of Financial Envelopes:** After evaluation of technical bids, **KWS Staff Pension Scheme** shall notify the bidders who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set for opening their financial bids. They will also be invited to attend the opening ceremony if they wish to do so.

2.14.5. The financial bids shall be opened by **KWS Staff Pension Scheme** in the presence of the tenderers who choose to attend the opening. The name of the tenderer, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial bids.

2.15. Preliminary Examination and Responsiveness

2.15.1. **KWS Staff Pension Scheme** 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.

- 2.15.2. 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. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.15.3. KWS Staff Pension Scheme 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.
- 2.15.4. Prior to the detailed evaluation, KWS Staff Pension Scheme 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. KWS Staff Pension Scheme's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 2.15.5. If a Tender is not substantially responsive, it will be rejected by KWS Staff Pension Scheme and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.16. Contacting KWS Staff Pension Scheme

- 2.16.1. Tenderer shall contact KWS Staff Pension Scheme on any matter relating to its Tender, from the time of the Tender opening to the time the contract is awarded.
- 2.16.2. Any effort by a Tenderer to influence KWS Staff Pension Scheme in its decisions on Tender evaluation Tender comparison or contract award may result in the rejection of the Tenderers' Tender.

2.18. Corrupt or Fraudulent Practices

- 2.18.1. KWS Staff Pension Scheme 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.
- 2.18.2. KWS Staff Pension Scheme 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;
- 2.18.3. Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.19. Appendix to Instructions to Tenders

2.19.1 The following information for the procurement of KWS Staff Pension Scheme Service Providers' shall complement, supplement, or amend, the provisions on the instructions to Tenderers.

2.19.2 Wherever there is a conflict between the provisions 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.

Summary of the Evaluation Criteria

Table 1

Clause Ref:	1.0 General
1.1	<p>1 Name of Client: The procuring entity is KWS Staff Pension Scheme</p> <p>2.Recipient:The Services shall be delivered to KWS Staff Pension Scheme</p> <p>3.Method of Selection: Quality of Cost Based Selection(QCBS)</p>
1.2	The name and reference number of the Invitation to Bid is TENDER NO.: KWS/RFP/AUDIT/07/2019-2022, Tender for the Provision of External Audit Services (Pension Scheme).
1.3	<p>Clarifications:-</p> <ol style="list-style-type: none"> 1. Requests for clarification quoting the tender number and title must be received by 12.00 Noon Kenyan time on Tuesday, 26th November, 2019.Clarification requests received after this date and time shall not be responded to. Responses to queries are expected to have been sent out to all bidders by Thursday, 28th November, 2019. 2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the KWS-Procurement Unit on official letterhead only by registered mail or hand delivered to the address and contacts below. 3. The address and contact for submitting proposal and requesting clarifications is as follows:- <p style="text-align: center;">The Trustee Kenya Wildlife Service, Staff Pension Scheme P.O. Box 40241-00100 Nairobi-Kenya</p>
2.0	Preparation of Proposal
2.1	The currency specified for this proposal is Kenya shillings
2.2	The proposal(s) must remain valid for 120 days from the date of submission
2.3	The bidder shall submit one (1) original and one (1) copy of its proposal
3.0	3.0 Submission of Proposal
3.1	Proposals must be received deposited in the tender box before 12.00 noon East African Time (GMT +3) on Tuesday 3rd December, 2019. at the address indicated in 2.0
3.2	Bidders must submit the original and a copy of the technical proposal as well as the original of the Financial proposal and a copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked "Original" and copy marked clearly as "Copy".
3.3	Submission of proposal by electronic mail is not allowed
3.4	Opening of technical and financial proposals

	<ol style="list-style-type: none"> 1. Opening of technical proposal shall be undertaken immediately following the proposal submission. Bidders or their authorized representatives are allowed to attend and observe the technical proposal opening if they so choose. The bidders or their representatives shall sign a register of attendance. 2. The bidder's names and the presence or absence of Bidder's Declaration integrity pact and other such details as the KWS Staff Pension Scheme, at its discretion, may consider appropriate will be announced at the opening. 3. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below. 4. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposal returned to them 																		
4.0	Evaluation and comparison of Proposals																		
4.1	Currency: The currency for evaluation process will be Kenyan Shillings																		
4.2	Proposal evaluation and criteria and process																		
	<p>In assessing the proposals submitted, the tender processing committee/ Evaluation committee will carry out 4 stage (Quality and Cost Based Selection process) as follows:-</p> <ol style="list-style-type: none"> 1. Mandatory Firms must provide all the mandatory requirements. Only firms that meet all mandatory requirements proceed to technical evaluation 2. Technical evaluation The technical evaluation will be on a scoring system marked out of a maximum of 100 marks. Only proposals that score at least 80% in this technical evaluation will be deemed to be technically responsive and eligible for Stage 2. Marks will be awarded according to the following matrix:- <table border="1" data-bbox="396 1339 1385 1598"> <thead> <tr> <th>#</th> <th>Item</th> <th>Criterion Total</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Capacity</td> <td>30</td> </tr> <tr> <td>2.</td> <td>Experience</td> <td>30</td> </tr> <tr> <td>3.</td> <td>Adequacy of the Proposed Methodology</td> <td>38</td> </tr> <tr> <td>4.</td> <td>Governance</td> <td>2</td> </tr> <tr> <td colspan="2">Total technical Score</td> <td>100</td> </tr> </tbody> </table> 3. Financial evaluation The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation) 4. Total Proposal Score A total proposal score will be ranked then be ascribed to each qualifying bidder, as the sum of: Technical score Pass mark 80%; and Financial - Lowest technically qualified bidder. 	#	Item	Criterion Total	1.	Capacity	30	2.	Experience	30	3.	Adequacy of the Proposed Methodology	38	4.	Governance	2	Total technical Score		100
#	Item	Criterion Total																	
1.	Capacity	30																	
2.	Experience	30																	
3.	Adequacy of the Proposed Methodology	38																	
4.	Governance	2																	
Total technical Score		100																	

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

“The contract” means the agreement entered into between KWS Staff Pension Scheme 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.

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

“The services” means services to be provided by the contractor including materials and incidentals which the Tenderer is required to provide to KWS Staff Pension Scheme under the Contract.

“KWS” means **KENYA WILDLIFE SERVICE**

“The contractor” means the individual or firm providing the services under this Contract.

“GCC” means general conditions of contract contained in this section **“SCC”** means the special conditions of contract

“Day” means calendar day

“KWS Staff Pension Scheme” means Kenya Wildlife Service Staff Retirement Benefits Scheme, 2006 and KWS Staff Superannuation Scheme

“RBA” means Retirement Benefit Authority

“KRA” means Kenya Revenue Authority

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

3.4. Patent Right's

The Tenderer shall indemnify KWS Staff Pension Scheme against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5. Professional Indemnity Cover

3.5.1 Copy of the Current Professional Indemnity policy with a limit of not less than Kenya shillings 100 Million. The Professional Indemnity insurance cover shall be valid within the proposed contract period and obtained from reputable insurance company. Compensation shall be claimed against this cover if the Pension Auditor is negligent or fails to perform any of its obligations or provides services falling below the standard set out herein or is in breach of any of its material obligations under the contract

3.6. Payment

3.6.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in SCC.

3.7. Termination for Default

KWS Staff Pension Scheme 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 KWS Staff Pension Scheme
- b) If the Tenderer fails to perform any other obligation(s) under the Contract.
- c) If the Tenderer, in the judgment of KWS Staff Pension Scheme has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event KWS Staff Pension Scheme 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.

3.8. Termination on insolvency

KWS Staff Pension Scheme may at any-time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KWS Staff Pension Scheme.

3.9. Resolution of disputes

KWS Staff Pension Scheme and the service provider 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.

3.10. Force Majeure

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

3.11. Applicable Law

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

3.11. 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 (SCC)

4.0 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.

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

General Conditions of Contract Reference	Special Conditions of Contract
3.1	Provision of External Audit Services for a period of Three (3) Years, (2020 – 2022) renewable annually on performance.
3.7	The payment terms are that payment shall be made within thirty (30) days from the date of provision of service or as agreed in the Service level agreement.
3.8	Fees 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 by the Tenderer in its tender. All prices quoted by the Tenderers must be inclusive of all taxes, discounts and delivery costs to Nairobi, Kenya

SECTION V: TERMS OF REFERENCE

5.1 Introduction & Background

Kenya Wildlife Service (KWS) established under two separate irrevocable trusts, KWS Staff Superannuation Scheme (“KWS DB Scheme”) & KWS Staff Retirement Benefits Scheme, 2006 (“KWS DC Scheme”) & (hereinafter abbreviated as “KWS Staff Pension Scheme”). The two retirement schemes operate as two separate legal entities run by separate Boards of trustees to provide retirement benefits to its Employees.

5.1.1 DB Scheme

KWS Staff Superannuation Scheme was established under an irrevocable trust on 1st July 1991. The Scheme was closed to new members on 31st December 2006. The total Scheme membership as at 30th September 2019 is approximately at 3,000 consisting of in-service members, deferred members, dormant members and beneficiaries. The Scheme is not receiving any monthly contributions.

A summary of other pertinent details in respect to the DB scheme are as below: -

Current Membership	Active members - 2074 Deferred members - 145 Dormant members - 321 Pensioners & Beneficiaries - 985
Current Fund Value	Total – Kshs. 3.3 billion
Benefit design	Defined Benefit
Investment vehicle	Segregated
Period of Audit	3 years (2020,2021 and 2022)

5.1.2 DC Scheme

KWS Staff Retirement Benefits Scheme, 2006 was established under an irrevocable trust on 1st January 2007. The total Scheme membership as at 30th September 2019 stood at 2,154 consisting of in-service members, deferred members and dormant members. The monthly contributions under the Scheme currently amount to approximately Kshs.28 million.

Current Membership	Active members - 4673 Deferred members - 265 Dormant members - 421
Current Fund Value	Total – Kshs. 4.7 billion
Benefit design	Defined Contribution
Investment vehicle	Segregated
Period of Audit	3 years (2020,2021 and 2022)

5.2 Objectives of the Assignment

- i) The objective of this external audit of financial statements is to determine whether, in the auditor's opinion, the financial statements present fairly in all material respects -that is, they show a true and fair view in all material respects, the Scheme's financial position, results of operations, and cash flows, in conformity with International Generally Accepted Accounting Principles (GAAP) and International Financial Reporting Standards (IFRS).
- ii) Under the appointment, the appointed auditor will perform his/her duties in accordance with Section 23 of the Public Audit Act, 2015. The assignment will require the firm to perform the audit in accordance with the International Standards on Auditing with a view to obtaining reasonable assurance that the financial statements are a fair representation of the financial affairs of the Scheme and that compliance with laws and regulations exists.

4.2. The scope of External Audit Services Shall be: -

- i) The Auditor of KWS Staff Pension Scheme shall be appointed on such terms and conditions of service as shall be determined by KWS Staff Pension Scheme in the instrument of appointment or otherwise in writing from time to time.
- ii) Confirm that proper books of accounts are kept by the Scheme.
- iii) Confirm that the statement of Net Assets and Statement of changes in Net Assets prepared by the Scheme/Fund at the end of the financial year agree with the supporting books of accounts.

- iv) Confirm that the financial statements prepared by the Scheme/Fund comply in all material aspects with International Financial Reporting Standards and the Retirement Benefits Act and are in line with best practices.
- v) Carry out the audit in accordance with International Standards of Auditing (ISA)
- vi) Carry out the audit in such a manner as to have reasonable chances of detecting malpractices and irregularities where they exist and report the same to management.
- vii) Identify and report control weaknesses where they exist.
- viii) 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 issue within the operations of the Fund and Scheme and present the same to the Board of Trustees.
- ix) Express an opinion on the accounts and report the same to Board of Trustees.
- x) Offer advice to the client informally in fields within their purview in the course of their audit including tax guidance.
- xi) Use qualified staff and have minimum staff changes during the contract period.
- xii) Present an abbreviated audit report to the members at the Annual General Meeting
- xiii) Give a report on any new Financial Reporting Standard and its applicability to the Scheme

4.3. Management letter:

4.3.2.3. The Auditors shall submit a management letter after the completion of the audit in which auditor will:-

- i) Identify specific deficiencies or areas of weakness in systems and controls, and make recommendations for their improvement;
- ii) Examine on test basis that appropriateness of supporting documents, records and books of accounts relating to all activities;
- iii) Include Board of Trustee responses to audit findings and recommendations;

- iv) Any matters that come to the auditor's attention during the audit that might have a significant impact on the KWS Staff Pension Scheme Fund or pooled fund.
- v) Examine, assess and report on compliance with the investment policy, RBA requirements and applicable laws and regulations;
- vi) The auditor shall report the identified amount in case there are any missing supporting documents;
- vii) Any matters that come to the auditor's attention during the audit that might have a significant impact on the KWS Staff Pension Scheme Fund or pooled fund.

4.4 The audit reports:

4.3.2.4.1. The Auditors shall submit an Audit report after the completion of the audit in which shall:-

- i) contain details of the method and scope of audit and assurance that the audit was performed in accordance with International Standards of Auditing and by a qualified auditor
- ii) contain the audited annual Financial Statement
- iii) be signed by the auditor responsible stating the title
- iv) be written in English
- v) Be issued by 31st March for circulation to KWS Staff Pension Scheme Board of Trustee and the Administrator, and any required number of hard copies will be produced and delivered to KWS Staff Pension Scheme Board of Trustee and the Administrator for approval by the board, signing and filing.

4.4. Termination of the Service Provider Agreement

4.4.1. An agreement between KWS Staff Pension Scheme and the Service Provider shall make provisions for the computation of the Service Provider fee in respect of services at the date of termination where; either party to the agreement may at any time terminate the agreement and; in the event of termination of the agreement the Service Provider shall within thirty (30) days, from the date of termination, hand-over, transfer and deliver to a Service Provider appointed in writing by KWS Staff Pension Scheme all the information in relation to its contractual duties to KWS Staff Pension Scheme Funds including:-

- i) Comprehensive report of KWS Staff Pension Scheme Fund at the time of hand over and/or transfer
- ii) Statements pertaining to the entire Fund and its status;

- iii) Investment portfolio including details of the cost and market values of such investments and their estimated yields;
- iv) Statement pertaining to all incomplete transactions;
- v) Any other material information and disclosures as may be reasonably required by KWS Staff Pension Scheme. Copies of the information required herein shall be submitted to KWS Staff Pension Scheme and RBA within the same period.
- vi) A comprehensive reconciliation report between the Fund manager transaction report and Fund Custodian account.

4.4.2. The Service Provider shall within twenty one (21) days or such shorter period as may be stipulated in the agreement from the date of deregistration or from the date a winding up order has been issued by a competent court against such Service Provider hand over, transfer and deliver all reports, minutes, statements and resolutions in respect of KWS Staff Pension Scheme investment portfolio together with any information as may be reasonably required by KWS Staff Pension Scheme to a Service Provider appointed in writing by KWS Staff Pension Scheme.

4.5. Insolvency and Winding Up of a Service Provider

- a) A Service Provider shall be deemed to be insolvent in accordance with the provisions of the Companies Act.
- b) A Service Provider which is insolvent shall be wound up in the manner provided for in the Companies Act.

NB: The Contract shall be for a period of three (3) years, but based on the Past performance that will done on a yearly basis.

SECTION V: EVALUATION OF PROPOSALS

5.1. Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of the proposals, bidders may be required, at the sole written request of the evaluation committee through KWS Staff Pension Scheme, to provide clarifications within 48 hours.

5.2. Confidentiality

After the public opening of the proposals, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of contract can be disclosed.

5.3. Undue Influence or Corrupt Practice

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of proposals, to obtain information on how the procedure is progressing or to influence KWS Staff Pension Scheme in its decision concerning the award of the contract, will result in the immediate rejection of its proposal.

5.4. Acceptance of Any Proposal or Rejection of Any or All Proposals

KWS Staff Pension Scheme reserves the right to accept or reject any proposal and to annul the proposal process and reject all proposals at any time prior to contract award without incurring any liability to bidders. In this event all bidders will be notified by KWS Staff Pension Scheme.

5.5. Undue Influence or Corrupt Practice

A substantially responsiveness proposal is one that confirms in all respects all the terms, conditions and specifications of the RFP documents without material deviation. If a proposal is not materially responsive it will be rejected and cannot subsequently be made responsive by correction.

For purpose of this document, a material deviation, reservation or omission shall be construed to be one.

- i) That affects in a substantial way, the scope, quality or performance of the External Audit Service.

- ii) Which limits in any substantial way the rights and obligations under the contract, or
- iii) Which the rectification of, would affect unfairly the competitive position of the other applications.

The evaluation panel may waive any minor informality, non-conformity or irregularity, provided that such waiver does not prejudice or affect the relative ranking of any application.

5.6. Examination of Proposals

The proposals will be examined to confirm that all documents and technical supporting information required has been provided and the proposal is complete.

Each proposal that has been determined as substantially responsive will be evaluated in accordance with set criterion, taking into account any price adjustments arising from corrections or discounts.

Quality and Cost Based Selection (QCBS) method shall be applied in the final analysis of the proposals. This will be weighted as follows;

- a) Technical 80 points
- b) Financial 20points

5.7. Technical evaluation

The proposal will be examined to determine acceptance of all terms and conditions specified in the RFP document by the bidder, without any material deviation. The technical aspects will be evaluated to determine full compliance with the requirements specified in the RFP.

5.8. Evaluation of Proposals

Each proposal that has been determined as substantially responsive will be evaluated in accordance with set criterion, taking into account any price adjustments arising from corrections and discounts.

5.9. Post-qualification of the bidder

KWS Staff Pension Scheme will determine to its satisfaction whether the bidder selected is qualified to perform the contract satisfactory by examining the documentary evidence of the selected bidder's qualifications, as indicated in the Data Sheet.

5.10. Award of Contract

5.10.1. Notification of Award

Prior to the expiration of the proposal validity period, KWS Staff Pension Scheme shall notify the successful bidder in writing that its proposal is successful. Subject to contract and has been accepted. Unsuccessful bidders shall only be notified of the status of their bids.

5.10.2. Award of Award

The bidder with the highest total weighted score as outlined in Clause 4.2 of the Data Sheet shall be notified as being the successful bidder and invited to enter into negotiations with the aim of reaching a final agreement and execution of a contract. Prior to such execution of a contract, all dealings will be on a subject to contract basis and no binding commitment will arise on KWS Staff Pension Scheme part.

KWS Staff Pension Scheme reserves the right to accept or reject any Tender and to annul the bidding 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 KWS Staff Pension Scheme 's action. If it is determined that none of the Tenderers is responsive; KWS Staff Pension Scheme shall notify each Tenderer who submitted a Tender.

5.10.3. Signature of the Contract

At the same time as KWS Staff Pension Scheme notifies the successful Tenderer that its Tender has been accepted, KWS Staff Pension Scheme will simultaneously inform the other Tenderers that their Tenders have not been successful. After notification of award, KWS Staff Pension Scheme will send the successful bidder, the draft contract and any standard/Special conditions. Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to KWS Staff Pension Scheme. 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

5.10.4. Ownership and copyright

Copyright on all designs, materials, data, documents and reports produced, as part of this project will belong to KWS Staff Pension Scheme.

Table 2 Mandatory and Technical Evaluation Scoresheet

Clause Ref:	1.0 General
1.1	1 Name of Client: The procuring entity is KWS Staff Pension Scheme
	2.Recipient: The Services shall be delivered to KWS Staff Pension Scheme
	3.Method of Selection: Quality of Cost Based Selection(QCBS)
1.2	The name and reference number of the Invitation to Bid is Tender No: KWS/RFP/AUDIT/07/2019 – 2022 Tender for the Provision of External Audit Services (Pension Scheme).
1.3	Clarifications
	<ol style="list-style-type: none"> 1. Requests for clarification quoting the tender number and title must be received by 17:00, Kenyan time on 26th November, 2019. Clarification requests received after this date and time shall not be responded to. Responses to queries are expected to have been sent out to all bidders by 28th November, 2019. 2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the KWS-Procurement Unit on official letterhead only by registered mail or hand delivered to the address and contacts below. 3. The address and contact for submitting proposal and requesting clarifications is as follows:- <p style="text-align: center;">The Trustee Kenya Wildlife Service, Staff Pension Scheme P.O. Box 40241-00100 Nairobi-Kenya</p>
2.0	Preparation of Proposal
2.1	The currency specified for this proposal is Kenya shillings
2.2	The proposal(s) must remain valid for 120 days from the date of submission
2.3	The bidder shall submit one (1) original and one (1) copy of its proposal (Technical & Financial).
3.0	Submission of Proposal
3.1	Proposals must be received deposited in the tender box before 12.00 noon Kenyan Time on Tuesday, 3rd December, 2019 at the address indicated in 2.0
3.2	Bidders must submit the original and copy of the technical proposal as well as the original of the Financial proposal and copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked “Original” and copy marked clearly as “Copy”

3.3	Submission of proposal by electronic mail is not allowed																														
3.4	Opening of technical and financial proposals																														
	<ol style="list-style-type: none"> Opening of technical proposal shall be undertaken immediately following the proposal submission. Bidders or their authorized representatives are allowed to attend and observe the technical proposal opening if they so choose. The bidders or their representatives shall sign a register of attendance The bidder's names and the presence or absence of Bidder's Declaration integrity pact and other such details as the KWS Staff Pension Scheme, at its discretion, may consider appropriate will be announced at the opening. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposal returned to them. 																														
4.0	Evaluation and comparison of Proposals																														
4.1	Currency: The currency for evaluation process will be Kenyan Shillings																														
4.2	Proposal evaluation and criteria and process																														
	<p>In assessing the proposals submitted, the Evaluation committee will carry out 4 stage (Quality and Cost Based Selection process) as follows:-</p> <p>1. Mandatory Firms must provide all the mandatory requirements.</p> <table border="1"> <thead> <tr> <th>#</th> <th>Parameters/Requirements</th> <th>Submitted (Yes/No)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission of Tender Documents (Must comply) 2 copies (original and copy) (Separated Technical & Financial proposal)</td> <td></td> </tr> <tr> <td>2</td> <td>The Bid documents MUST be bound & serialized</td> <td></td> </tr> <tr> <td>3</td> <td>Authority to offer service - Power of Attorney (exempt for sole proprietors)</td> <td></td> </tr> <tr> <td>4</td> <td>Attach certified copy of Registration of Business /Certificate of Incorporation</td> <td></td> </tr> <tr> <td>5</td> <td>Certified Copy of CR 12 not older than three months from tender closing date or a Partnership deed.</td> <td></td> </tr> <tr> <td>6</td> <td>Duly filled, signed and Stamped Confidential Business Questionnaire and anticorruption declaration</td> <td></td> </tr> <tr> <td>7</td> <td>Proof of Ten (15) years existence - A certified copy Certificate of incorporation</td> <td></td> </tr> <tr> <td>8</td> <td>Submit current and valid Tax Compliance certificate</td> <td></td> </tr> <tr> <td>9</td> <td>Certified copy of Valid Business Permit/Trade License</td> <td></td> </tr> </tbody> </table>	#	Parameters/Requirements	Submitted (Yes/No)	1	Submission of Tender Documents (Must comply) 2 copies (original and copy) (Separated Technical & Financial proposal)		2	The Bid documents MUST be bound & serialized		3	Authority to offer service - Power of Attorney (exempt for sole proprietors)		4	Attach certified copy of Registration of Business /Certificate of Incorporation		5	Certified Copy of CR 12 not older than three months from tender closing date or a Partnership deed.		6	Duly filled, signed and Stamped Confidential Business Questionnaire and anticorruption declaration		7	Proof of Ten (15) years existence - A certified copy Certificate of incorporation		8	Submit current and valid Tax Compliance certificate		9	Certified copy of Valid Business Permit/Trade License	
#	Parameters/Requirements	Submitted (Yes/No)																													
1	Submission of Tender Documents (Must comply) 2 copies (original and copy) (Separated Technical & Financial proposal)																														
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8	Submit current and valid Tax Compliance certificate																														
9	Certified copy of Valid Business Permit/Trade License																														

10	Audited books of Accounts for three (3) years (2016, 2017 & 2018) duly Audited and certified by the Auditors	
11	Must Submit a Tender Security of Kshs. 100,000 valid for an additional thirty (30) days after the expiry of the tender validity period	
12	Must provide reference letters of current contracts of at least five (5) clients for a similar work done not less 4 Billion addressed to the Trustees KWS Pension Scheme	
13	Reference Letter from the Bank	
14	Valid Professional Indemnity of a minimum of Kshs. 100 Million in Kenya shillings; must be from a local insurance firm	
15	Provide evidence of registration and valid practicing license from a professional body i.e. ICPAK and any other equivalent local or international body	
16	Proof of auditing three or more Retirement Schemes of Kshs 3 billion and above	
17	A declaration that the bidder will not engage in any corrupt or fraudulent actions.	
18	Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company firm from your clients	
19	A declaration that the person or his or subcontractors are not debarred from practicing in public procurement	
20	All Tenders must be accompanied by an Original bid security of Kshs 200,000 (Two hundred thousand shillings)	

***Only firms that meet all mandatory requirements proceed to technical evaluation**

2. Technical evaluation

The technical evaluation will be on a scoring system marked out of a maximum of 100 Points. Only proposals that score at least 80% in this technical evaluation will be deemed to be technically responsive and eligible for Stage 2. Marks will be awarded according to the following matrix:-

Item	Criterion Total
1. Capacity a) Professional Qualifications The Audit (firm) shall be:- i) Minimum experience of 10 years in Custodial Service (5Pts) ii) Duly registered as an external audit service providers by ICPAK(3Pts) iii) The Auditor shall provide evidence of Professional Indemnity Insurance cover with a reputable insurance company...(4Pts) iv) The Audit firm shall submit Curriculum vitae of at least one	30 Points

	<p>Lead Auditor and three(3) other Key personnel proposed as part of the Audit team(2 Pts for each CV)</p> <p>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.</p> <p>Academic qualification (Economics, Finance, Accounting or any other related areas)</p> <p>Lead Auditor(1) Masters & CPA(K).....4Pts Degree & CPA(K).....3Pts CPA(K).....2Pts</p>	
	<p>3. Experience</p> <p>The Consultant Must demonstrate experience in carrying out External Audit services for a Comparable scheme of at least 2 billion fund value, Attach written and certified references from at least five(5) existing clients complete with telephone & email address)..... (3Pts for each)</p> <p>Lead Auditor (1) Over 10 years’ experience.....6Pts 5-10 years’ experience.....5pts 3-5 years’ experience.....4pts 1-2 years’ experience..... 3Pts</p> <p>Associate Auditors(3) Over 5 years’ experience.....3Pts each 3-5 years’ experience.....2pts each 1-3 years’ experience.....1Pt each</p> <p>NB: Provide copies of CV’s and Certificates for all proposed staff in this assignment.</p>	<p>30 points</p>
	<p>4. Adequacy of the Proposed Methodology in responding to the Terms of Reference. The Auditor should capture in the proposal how the following will be handled;</p> <p>a) Whether there is preparation of periodic alerts or newsletters on your investment to the clients(provide evidence)..... (3Pts)</p> <p>b) Appreciation of KWS Staff Pension Scheme, nature of assignment and industry....(5Pts)</p> <p>c) Comments on Terms of Reference, on data and facilities to be provided by the client. Comment and suggestions that add value.....(4Pts).</p>	<p>38 points</p>

	<p>d) Bidder to explain and illustrate audit process(how you will execute the audit process) - audit program/plan, notice of commencement/entry meeting, execution, audit process, analysis/preliminary presentation of audit findings and reporting, follow ups and resolutions of issues highlighted.....(5Pts)</p> <p>e) How the Auditor will Liaise with relevant consultants like tax consultant...(5Pts)</p> <p>f) Suitable work plan schedule of the consultancy.....(7Pts)</p> <p>g) Reports to be submitted –Inception, quarterly, annual and any other.....(5Pts)</p> <p>h) Suitability to the transfer of Knowledge Program(Training.....(4Pts)</p>	
	<p>5. Governance</p> <p>Provide a statement/declaration executed by the Board of Directors and witnessed by a commissioner of oath stating that the decisions of the External Auditor with regards to KWS Staff Pension Scheme shall be independent of any undue influence and/or directions of major shareholders or interest groups and shall remain so for the duration of the Custodial contract</p>	<p>2 points</p>
	<p>Total technical Score</p>	<p>100 points</p>
<p>5.1</p>	<p>Financial evaluation</p> <p>The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation) with a maximum financial score of 20%.Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation</p> <p>The formula</p> <p>$P_c = L_p/P \times 30$ shall be used where: P=Price, P_c=Percentage allocated, L_p = Lowest price quoted.</p> <p>Total proposal score</p> <p>A total proposal score will then be ascribed to each qualifying bidder, as the sum of:</p> <ul style="list-style-type: none"> • Technical score 80%; and • Financial score 20% as calculated above. <p>Finally, bidders will be ranked by total proposal score and the highest scoring bidder overall will be selected as the successful bidder. Where, the highest scoring bidder is unable to confirm availability of the work, the next highest combined scoring bidder will be selected as the successful bidder.</p>	

5.11. Proposal Standard Forms

- i) Proposal Submission Form/Form of Tender.
- ii) Bidding Entity Profile Format/Confidential Business Questionnaire.
- iii) Comments and suggestions of fund managers on the scope of work and on data,
- iv) Services and facilities to be provided by the client.
- v) Description of the Methodology and Work Plan for Performing the Assignment
- vi) Financial Proposal Submission Form
- vii) Price Schedule of Services
- viii) Bidders Declaration to undertake the Assignment
- ix) Contract Form
- x) Self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
- xi) Self-declaration that the bidder/person is not debarred in the matter of public procurement

Notes on the standard Forms

1. **Proposal Submission Form/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.
2. **Price Schedule Form** - The price schedule form must similarly be completed and ***submitted with the financial proposal tender document that will be opened after technical evaluation for the firms that qualify.***
3. **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.
4. **Bidding Profile Entity Format/Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

6. **Evaluation Response Forms** – These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
7. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.
8. **Self-Declaration form (Debarment)** - This form must be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.
9. **Self-Declaration form (Corruption)** - This form must be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

SECTION VI: APPENDICES

6.1. PROPOSAL SUBMISSION FORM

Date.....

Tender No.....

The Trustees

KWS Staff Pension Scheme

P.O.Box 40241-00100 Nairobi

Dear Sir,

Having examined the RFP document, which is hereby duly acknowledged, we, undersigned wish to submit our proposal for consideration for award of a contract for provision of External Audit Services.

We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the instructions, and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract and executed, this Tender, together with your written acceptance therefore and your notification of award, shall constitute a binding contract between us

NB: The prices quoted shall be valid for a period of 120days from the closing date of the RFPs.

Dated this.....Day of..... 2019.....

Signed.....Name.....Trustee

Duly authorized to sign tender for and on behalf of.....

6.2 BIDDING ENTITY PROFILE FORMAT

Part 1 General Profile:			
Business name.....			
Location of Business.....			
Postal Address.....Tel No.....Fax.....			
Email.....			
Nature of Business.....			
Registration Certificate No.....			
Part 2 a-Sole Proprietorship			
Full name.....Age.....			
Nationality.....			
Citizenship.....			
Part 2 b- Partnership			
Name	Nationality	Citizenship	Shares (%)
1.....			
2.....			
3.....			
Part 2 C – Registered Company			
Private Company		Public Company	
Give details of all directors as follows:			
Name	Nationality	Citizenship	Shares (%)
1.....			
2.....			

6.3. COMMENTS AND SUGGESTIONS OF EXTERNAL AUDIT SERVICES ON THE SCOPE OF WORK AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Client:

1.

2.

3.

4.

5.

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

6.5. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide External Audit Services for (_____) [Title of consulting services] in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature:
_____] [Name and Title of Signatory]:
_____ [Name of Firm
_____ [Address]

6.6. PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ___ of _____.

Item Description	Unit Price /%	Unit Price /%	Total Price /%
TOTAL INCLUSIVE OF VAT			

Signature of Tenderer

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

6.7. BIDDERS DECLARATION TO UNDERTAKE THE ASSIGNMENT

6.8. 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 services.

Viz..... [brief description of the services] and has accepted a Tender by the Tenderer for the supply of those services 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) Scope of services/ the description of services.
 - 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 services 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 services 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.

FOR THE CLIENT

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name _____

Title: _____

Signature; _____

Date; _____

6.9. REQUEST FOR REVIEW FORM

FORM RB 1: REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN
.....APPLICANT AND
..... RESPONDENT (*Procuring Entity*)

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

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds, namely:-

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

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

6.10. SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN
THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT
2015.**

I,of P.O. Box.....being a resident
of.....in the republic of..... do hereby make a statement
as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/
Principal Officer/ Director of.....
(insert name of the Company) who is a Bidder in respect of **Tender No.**
..... for.....(insert tender
title/description) for..... (insert name of Procuring entity)
and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred
from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deposed to hereinabove is true to the best of my knowledge,
information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)
Bidder Official Stamp

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT
OR FRAUDULENT PRACTICE**

I,.....of P.O. Box.....being a resident
of.....in the Republic of..... do hereby make a statement as
follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/
Principal Officer/ Director of.....
(insert name of the Company) who is a Bidder in respect of **Tender No.**
..... for.....(insert tender
title/description) for..... (insert name of Procuring entity)
and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity).
3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)
Bidder Official Stamp