

REQUEST FOR PROPOSALS (RFP)

TENDER NO.: KWS/RFP/CUSTODIAL/08/2019-2022:

**PROVISION OF CUSTODIAL SERVICES FOR
(KWS PENSION SCHEME)FOR 2020, 2021 &2022 PERIOD**

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

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SECTION I: LETTER OF INVITATION

Dear Sir/Madam:

REQUEST FOR PROPOSAL (RFP) PROVISION OF CUSTODIAL SERVICE (PENSION SCHEME)

The Kenya Wildlife Service Pension Trustees hereby invites competent and prequalified firms to submit technical and financial proposals for the Provision of Custodian Service (Pension Scheme) for a period of Three (3) years renewable.

The Pension Scheme was established under an irrevocable trust effective 1st July 1991 as a Defined Benefit Scheme; KWS Staff Superannuation Scheme. However, 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 main objective of this assignment is to ensure that the assets of the Scheme are prudently and professionally managed to realize maximum returns. The assets of the scheme are expected to be invested in compliance with the provisions of the Retirement Benefit Act 1997(herein after referred as "Retirement Benefit Act"), Retirement Benefit Regulation (herein after referred to as the "Regulation"), their subsequent amendment. You are therefore requested to submit your bid for Custodial 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 Business Registration.
- v) Certified Copy of CR 12 not older than three months from tender closing date.
- vi) Duly filled, signed and stamped Confidential Business Questionnaire
- vii) Central Bank of Kenya (CBK) certificate to offer banking services
- viii) Retirement Benefits Authority Kenya (RBA) certificate for custodial services
- ix) Proof of 10 years' experience - certified copy of Registration
- x) Copy of Valid Tax Compliance certificate
- xi) Copy of Valid Business Permit/Trade License
- xii) Audited books of Accounts for three (3) years (2016, 2017 & 2018) duly Audited and certified by the Auditors
- xiii) Must Submit a Tender Security of Kshs. 200,000 valid for an additional thirty (30) days after the expiry of the tender validity period.

- xiv) Must provide reference letters of current contracts of at least five (5) clients for a similar work done and at least three of them must be Pension Scheme of 4 Billion address to the Trustees KWS Pension Scheme
- xv) Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
- xvi) Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement
- xvii) Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company/ firm from your clients
- xviii) Copy of the Current Professional Indemnity policy with a limit of not less than Kenya shillings one (1) billion

The Request for Proposals (RFP) includes the following:

- Letter of Invitation
- Terms Of Reference
- Information to Audit s
- 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 Pension Trustees, 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 3rd December 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 Supply Chain Management 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 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's employees, Pension Trustees, 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.

2.2. Cost of bidding

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

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i. Instructions to tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Schedule of Requirements
 - v. Details of service
 - vi. Form of tender Price schedules
 - vii. Contract form
 - viii. Confidential business questionnaire form
 - ix. Tender security form
 - x. Performance security form

xi. Declaration form

- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.
- 2.3.3. 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.
- 2.3.4. 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.

2.4. Clarification of Documents

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

2.5. Clarification of Tenders

- 2.5.1. 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.
- 2.5.2. 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.

2.6. Amendment of documents

- 2.6.1. 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/issuing an addendum.
- 2.6.2. All prospective bidders will be notified of the amendment in writing and it will be binding on them.

- 2.6.3. **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.

2.7. Language of Tender

- 2.7.1. 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 printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

- 2.9.1. The Tenderer shall indicate on the Price schedule the unit prices where applicable and total Tender prices of the services it proposes to provide under the contract.
- 2.9.2. Prices indicated on the Price Schedule shall be the cost of the services quoted including **all customs duties and VAT and other taxes payable**:
- 2.9.3 Prices quoted by the Tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A Tender submitted with an adjustable price Tender will be treated as non-responsive and will be rejected.

2.10. Tender Currencies

- 2.10.1. 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.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount of Kshs. 200,000.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.2. The tender security shall be denominated in a Kenya Shillings, **Bank guarantee**.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KWS Staff Pension Scheme.
- 2.12.6 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.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by KWS Staff Pension Scheme on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27.1 **or**
 - ii) to furnish performance security in accordance with paragraph 2.27.2.

© If the tenderer rejects correction of an error in the tender.

2.13. Validity of Tenders

- 2.13.1. Bidders shall be bound by their proposals for a period of 120 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.

2.14. Format and Signing of Tender

- 2.14.1. 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.

2.14.2. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.

2.14.3. The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

2.15. Sealing and Marking of Tenders

2.15.1. The 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.

2.15.2. The inner and outer envelopes shall:

(a) Be addressed to the Trustees **Kenya Wildlife Service Staff Pension Scheme** at the address given in the invitation to Tender.

(b) Bear, **Tender No: KWS/RFP/CUSTODIAL/08/2019-2022, Tender for the Provision of Custodian Services** and the words: **“DO NOT OPEN BEFORE Tuesday, 3rd December, 2019 at 12.00noon**

2.15.3. 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.

2.15.4. 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.

2.16. Deadline for Submission of Tenders

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

2.16.2. 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.

2.16.3. Bulky Tenders which will not fit in the Tender box shall be received by the Trustees **Kenya Wildlife Service Staff Pension Scheme as provided for in the appendix.**

2.17. Modification and withdrawal of Tenders

- 2.17.1. The Tenderer may modify or withdraw its Tender after the Tender's submission, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by Trustees KWS Staff Pension Scheme prior to the deadline prescribed for the submission of Tenders.
- 2.17.2. The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. 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.
- 2.17.3. No Tender may be modified after the deadline for submission of Tenders.
- 2.17.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5. Trustees 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.
- 2.17.6. Trustees 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.

2.18. Opening of Tenders

- 2.18.1. **Opening of Technical Envelopes:** The Trustees Kenya Wildlife Service 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.
- 2.18.2. The Tenderers' names, Tender modifications or withdrawals, Tender prices, discounts, and such other details as Trustees KWS Staff Pension Scheme, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3. Trustees 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.
- 2.18.4. **Opening of Financial Envelopes:** After evaluation of technical bids, **Trustees 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.

2.18.5. The financial bids shall be opened by **Trustees 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.

2.19. Preliminary Examination and Responsiveness

2.19.1. Trustees 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.

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

2.19.3. Trustees 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.

2.19.4. Prior to the detailed evaluation, Trustees 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's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

2.19.5. If a Tender is not substantially responsive, it will be rejected by Trustees KWS Staff Pension Scheme and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.20. Evaluation and comparison of tenders.

2.20.1 Trustees KWS Staff Pension Scheme will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19

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

2.20.3 Trustees KWS Staff Pension Scheme's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:-

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

The Trustees KWS Staff Pension Scheme requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

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

2.20.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.21. Contacting KWS Staff Pension Scheme

2.21.1. Subject to section 2.5, no Tenderer shall contact Trustees 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.

2.21.2. 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.

2.22. Award of Contract

(a) Post qualification

2.22.1 In the absence of pre-qualification, the Trustees KWS Staff Pension Scheme will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily. This may include site visit to verify the tenderers information at its own discretion.

- 2.22.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.22.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.22.4 Trustees KWS Staff Pension Scheme will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contractsatisfactorily.
- 2.22.5 Trustees KWS Staff Pension Scheme reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.22.6 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.

2.23. Notification of award

- 2.23.1 Prior to the expiration of the period of tender validity, Trustees KWS Staff Pension Scheme will notify the successful tenderer in writing that its tender has been accepted.
- 2.23.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the KWS Staff Pension Scheme. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.23.3 Upon the pursuant to successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Trustees KWS Staff Pension Scheme will promptly notify each unsuccessful Tender and will discharge its tender security, pursuant to paragraph 2.12

2.24. Corrupt or Fraudulent Practices

- 2.24.1. Trustees 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.
- 2.24.2. 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;
- 2.24.3. Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.25. 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 1

SUMMARY OF THE EVALUATION CRITERIA

Appendix to Instructions to Tenderers

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. 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.

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/CUSTODIAL/08/2019-2022/ Tender for the Provision of Custodial Services (Pension Scheme).
1.3	Clarifications
	1. Requests for clarification quoting the tender number and title must be received by 12.00pm East African 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:-
	The Trustee
	Kenya Wildlife Service Staff Pension Scheme
	P.O. Box 40241-00100
	Nairobi-Kenya
	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 Submission of Proposal
3.1	Proposals must be received deposited in the tender box before 12.00 noon East African Time(GMT +3) on 3rd December, 2019

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	<p>Opening of technical and financial proposals</p> <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, at its discretion, may consider appropriate will be announced at the opening. <ol style="list-style-type: none"> (a) 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. (b) 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. 												
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4.1	Currency: The currency for evaluation process will be Kenyan Shillings												
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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

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 the Trustees, 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.

"KWS Staff Pension Scheme" means both Kenya Wildlife Service Staff Retirement Benefits Scheme 2006 and KWS Staff Superannuation Scheme sourcing for the service

"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.

"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

"RBA" means Retirement Benefit Authority

"KRA" means Kenya Revenue Authority

"CMA" means Capital Market Authority

3.2. Application

3.2.1 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. Performance Security

- 3.5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Trustees, KWS Staff Pension Scheme the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the KWS Staff Pension Scheme as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KWS Staff Pension Scheme and shall be in the form of Bank guarantee.
- 3.5.4 The performance security will be discharged by the Trustees, KWS Staff Pension Scheme and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6. Inspections

- 3.6.1 Trustees, KWS Staff Pension Scheme or its representative shall have the right to evaluate the services to confirm their conformity to the Contract specifications. Trustees, KWS Staff Pension Scheme shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 Should any inspected services fail to conform to the Specifications, Trustees, KWS Staff Pension Scheme may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7. Payment

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

3.8. Prices

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

3.9. Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KWS Staff Pension Scheme's prior written consent.

3.9. Termination for Default

Trustees 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.

3.10. 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.

3.11. Termination for convenience

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

3.11.2 For the remaining part of the contract after termination the KWS Staff Pension Scheme may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.12. 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.

3.13. Governing Language

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

3.14. Force Majeure

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

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

3.15. Applicable Law

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

3.16. 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)

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

General Conditions of Contract Reference	Special Conditions of Contract
3.1	Provision of Custodial 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: -

Assets Under Management as at 30 th September 2019	Total – Kshs. 3.3 billion
Benefit design	Defined Benefit
Investment vehicle	Segregated
Period of service	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.

Assets Under Management as at 30 th September 2019	Total – Kshs. 4.7 billion
Benefit design	Defined Contribution
Investment vehicle	Segregated
Period of service	3 years (2020,2021 and 2022)

5.2 Objectives of the Assignment

The main objective of this assignment is to ensure that the assets of the Scheme are prudently and professionally managed by the appointed custodian as stipulated by the Retirement Benefit Act, 1997, Regulations thereunder and the Fund's Investment Policy Statement.

5.3 Scope of Services

- (a) Open a custody account to maintain the portfolio of assets
- (b) Provide the Client, with inter alia:
 - i) A portfolio statement reflecting the book and market value of each Financial Asset provided monthly;
 - ii) A monthly statement of the transactions (inflows and outflows) including daily transaction (inflows and outflows) advice as and when the transactions (inflows and outflows) occur;
 - iii) A detailed monthly statement reflecting the status of the Scheme's portfolio as at the last day of the previous month.
- (c) Quarterly custodian report to Trustees and make available an account manager for queries as well as for discussions with the Scheme Trustees and the Scheme Pension Secretariat.
- (d) Make records pertaining to the financial assets available for inspection by the Trustees and or auditor or their duly authorized representatives, whenever necessary for audit and control purposes.
- (e) Realize such financial assets as the Fund/s Investment Manager may request in writing from time to time.
- (f) Prepare such payments as the Scheme Trustees may request in writing from time to time.
- (g) In conjunction with the Scheme Investment Manager, ensure the collection of all income and other benefits arising from the financial assets, which are paid into the Scheme's account or invested.
- (h) Act in the best interest of the Scheme at all times; the Custodian(s) shall indemnify the Scheme for any loss or damage that the Scheme may suffer as a direct or indirect result of dishonesty or gross negligence on the part of the Custodian or any person engaged in carrying out Custodial duties in terms hereof.
- (i) Provide online banking and custodial services.

5.2.1 Detailed Scope of Service by the Custodial Service shall be as defined in the Service Level Agreement upon appointment and in relation to the TOR and as per the Retirement Benefit Authority Ac, Rules & Regulations.

5.4. Duties of Custodian

- 5.4.1. The Custodian 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.

- 5.4.2. The Custodian shall have all the powers necessary for the performance of his functions under the RBA Act and in particular the Custodian shall:-
- i) Receive and keep in safe custody the title documents, securities, and cash of the fund or pooled fund.
 - ii) Open a bank account or banking accounts with a bank duly registered under the banking Act on behalf of the fund, for the exclusive benefit of such fund.
 - iii) Transfer change or deliver in the prescribed form securities held by a custodian upon receipt of proper instructions from the fund managers.
 - iv) Keep or cause to be kept such books, records and statements as may be necessary to give a complete record of:
 - (a) The entire scheme fund, or pooled fund, investment portfolio held by the custodian.
 - (b) The transactions carried out by the custodian on behalf of the fund, or pooled fund and shall permit the fund or pooled fund their officers, or duly authorized agents, to inspect such books, records and statements within the premises of the custodian at any time during business hours while adhering to the custodian's security procedures and health and safety regulations, as from time to time may be notified to the customer or otherwise brought to the notice of the customer or such persons.
 - v) Deliver to the fund or pooled fund, or to such other persons as the fund or pooled fund may in writing authorize copies of all notices, proxies, proxy materials received by the custodian in relation to any of the securities held in the scheme or pooled fund account, or public information financial reports, and stockholder communication as the custodian may receive from any issuer of securities and all information the custodian may receive an offer relating to exchange or tender offer or other rights or offerings or may be agreed upon from time to time.
 - vi) Submit to the scheme of pooled fund:-
 - (a) A written report on specified date listing all assets of the scheme, or pooled fund, in the scheme of pooled fund account together with a full account of all receipts and payments made and otherwise actions taken by the custodian
 - (b) Advise or notification of any transfers of property or securities to or from the scheme, or pooled fund account indicating securities acquired for the account and, the identity of the party in possession of such securities
 - (c) A copy of the most recent audited financial statements of the custodian prepared together with such information regarding the policies and procedures of the custodian as the scheme or pooled fund, may request in connection with the agreement or the duties of the custodian under that agreement.
 - vii) Exercise subscription purchases or other similar rights represented by the securities subject to receipt of proper instructions from the Managers.
 - viii) Exercise the same standard of care that it exercises over its assets in holding, maintaining, servicing, and disposing of property and in fulfilling any other obligations in the agreement provided that the custodian shall exercise the degree of care expected of a prudent professional custodian for hire.
 - ix) The custodian shall submit to the scheme fund or pooled fund at least quarterly from the date of commencement of the financial of the scheme or pooled fund:-
 - (a) A valuation of the scheme fund or pooled fund and all of the investments representing the respective fund including details of the cost of such investment and their estimated yields.

(b) A report reviewing the investment activity and performance of investment portfolio's comprising the scheme fund or pooled fund for the period succeeding the date of the last report and containing the manager's proposals for the investment of the scheme fund or pooled fund for the forthcoming period as recommended by KWS Staff Pension Scheme A record of all investment transactions during the period after the date of the last report.

x) Except for the cases where the scheme has offshore investments, the custodian in discharging his contractual functions to the scheme or a pooled fund shall not contract out the discharge of custodial services to third parties.

5.4.3. Scope of service by the Custodial services shall be as defined in the Service Level Agreement upon appointment and in relation to the TOR and as per the Retirement Benefit Authority Act, Rules & Regulations.

5.5. TENDER RESPONSIVENESS CRITERIA

The following criteria shall be used in the evaluation of all bidders participating in this tender.

Criteria	Maximum Score/Requirement	Cut off Mark
Mandatory Requirements	Mandatory	All must be met
Technical Evaluation One	100	80
Financial Evaluation	<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 $P_c = L_p/P \times 20$ shall be used where: P=Price, P_c=Percentage allocated, L_p = Lowest price quoted</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>	20
Totals		100

Table 2 MANDATORY AND TECHNICAL EVALUTION SCORE SHEET

Clause Ref:	1.0 General
1.1	<ol style="list-style-type: none"> 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/CUSTODIAL/08/2019-2022, Tender for the Provision of Custodial 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 East African 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:- <ul style="list-style-type: none"> <li style="text-align: center;">The Trustee – KWS Staff Pension Scheme P.O. Box 40241-00100 Nairobi-Kenya
	2.0 Preparation of Proposal
2.1	The currency specified for this proposal is Kenya shillings
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	5.5 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, 3 rd 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”
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	clients for a similar work done and at least three of them must be Pension Scheme of 4Billion address to the Trustees KWS Pension Scheme.	
12.	Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company/ firm from your clients	
13.	Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.	
14.	Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.	

Only firms that meet all mandatory requirements proceed to technical evaluation

2. Technical evaluation

- (a) 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

Item	Criterion Total
1. Capacity	30 Points
<p>(a) Professional Qualifications The Custodian(firm) shall be:</p> <ul style="list-style-type: none"> i) Minimum experience of 10 years in Custodial Services.... (5Pts) ii) Duly registered as Custodial service providers(3Pts) iii) The Custodian shall provide evidence of Professional Indemnity Insurance cover with a reputable insurance company Kshs. 100 Million...(4Pts) iv) The Custodian shall submit Curriculum vitae of at least one Lead Custodian and three(3) other Key personnel proposed as part of the custodian team(2 Pts for each CV) <p><i>Academic qualification (Economics, Finance, Banking or any other related areas)</i></p> <p>Lead Custodian(1) Masters.....4Pts Degree.....3Pts</p> <p>Associates(3) Degree.....2Pts each Diploma.....1Pt each</p>	
<p>2. Experience The Custodian Must demonstrate experience in carrying out Custodial services for Pension schemes with a Fund value of Ksh. Five (5) billion or more(Attach written and certified references from at least five(5) existing clients complete with telephone & email address)..... (3Pts for each)</p>	30 Points

	<p>Lead Custodian(1) Over 10 years’ experience.....6Pts 5-10 years’ experience.....5pts 3-5 years’ experience.....4pts 1-2 years’ experience.....3Pts</p> <p>Associate(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>3. Adequacy of the Proposed Methodology in responding to the Terms of Reference. The Custodian 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) Advising on legislative developments concerning income treatment received from investments..... (3Pts).</p> <p>(c) The Internal control systems in relation to custody of scheme assets..... (5Pts).</p> <p>(d) A copy of sample client agreement..... (2Pts).</p> <p>(e) Whether there is specific software to maintain and update your portfolio information which can provide to the client..... (10Pts). – Monthly reconciliations of cash and book values; – Quarterly valuation/portfolio review; and – Quarterly reconciliation of figures with those of the custodian on book and market value basis.</p> <p>In an electronic format, attach sample reports.</p> <p>(f) The turnaround time for providing reports after month and quarter end..... (5Pts).</p> <p>(g) Excellent Client Relations(Attach reference letter from client).....(5Pts)</p> <p>(h) Program for training and transfer of relevant skills.....(5Pts)</p>	<p>38 Points</p>

<p>4. Governance Provide a statement/declaration executed by the Board of Directors and witnessed by a commissioner of oath stating that the decisions of the Custodial 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>2Points</p>
<p>Total technical Score</p>	<p>100Points</p>

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) 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

The formula

$P_c = L_p/P \times 30$ shall be used where: P=Price, P_c =Percentage allocated, L_p = Lowest price quoted

4. Total proposal score

A total proposal score will then be ascribed to each qualifying bidder, as the sum of:

- Technical score 80%;and
- Financial score 20% as calculated above.

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.

6.0. PROPOSAL STANDARD FORMS

- Proposal Submission Form/Form of Tender.
- Bidding Entity Profile Format/Confidential Business Questionnaire.
- Comments and suggestions of fund managers on the scope of work and on data, services and facilities to be provided by the client.
- Description of the Methodology and Work Plan for Performing the Assignment
- Financial Proposal Submission Form
- Tender Security Form
- Performance Security Form
- Recommendation Letter
- Bidders Declaration to undertake the Assignment -Contract Form
- Self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
- 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. **Financial Proposal** - 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. **Bidding Profile Entity Format/Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
5. **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.
6. **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.
7. **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.

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 Custodial 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. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

To:
The Trustee – KWS Staff Pension Scheme
KWS Headquarters’ - Langata
P.O. Box 40241-00100
NAIROBI

Dear Sir/Madam,

1. Having examined the Tender document the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Scheme Custodial services in accordance with the said tender document for the total annual sum of *[Percentage/ Amount in words and figures]* inclusive of the taxes on the basis of the nature of the operations of the fund on the assumption(s) that *[state the assumptions, if any]*.

Indicate what the basis of your fee will be (e.g a certain stated percentage of the fund value, or a fixed fee etc).

Please also let us know:

Does your firm charge a minimum annual fee, and if yes, how much?

Under what circumstances your fees negotiable?

What is your billing frequency?

1. We undertake, if our proposal is accepted, to provide Custodial Services in accordance with the conditions of this tender.

2. We agree to abide by this tender for a period of **120 days** from the date fixed for tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

1.

3. This tender, together with your written acceptance thereof and your notification of award, shall constitute a basis signing of the contract by both parties.

We understand that the Board of Trustees is not bound to accept the lowest or any proposal they receive.

Yours sincerely,

_____ [Authorized Signature:

_____ [Name and Title of Signatory]:

6.3. BIDDING ENTITY PROFILE FORMAT

	Part 1 – General																
1.1	Business Name																
1.2	Location of Business Premises.																
1.3	Plot No..... Street/Road																
1.4	Postal Address Tel No. Fax E mail																
1.5	Nature of Business.....																
1.6	Registration Certificate No.																
1.7	Maximum Value of Business which you can handle at any one time – Kshs.....																
1.8	Name of your BankersBranch																
	Part 2 (a) – Sole Proprietor																
2a.1	Your Name in Full Age																
2a.2	Nationality Country of Origin																
2a.3	Citizenship Details																
	Part 2 (b) Partnership																
2b.1	Given details of Partners as follows: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">Name</th> <th style="text-align: left; width: 30%;">Nationality</th> <th style="text-align: left; width: 30%;">Citizenship</th> <th style="text-align: left; width: 25%;">Shares (%)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Shares (%)	1.	2.	3.
Name	Nationality	Citizenship	Shares (%)														
1.														
2.														
3.														
	Part 2 (c) – Registered Company																
2c.1	Private Company or Public Company																

2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs..... Issued Kshs
	Given details of all Directors as follows:- Name Nationality Citizenship Shares (%) 1..... 2.....
Part 3 – Eligibility Status	
3.1	Are you related to an Employee, Committee Member or Board Member of KWS Pension Scheme? Yes _____ No _____
3.2	If answer in „3.1“ is YES give the relationship.
3.3	Does an Employee, Committee Member, Board Member of KWS Pension Scheme sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in „3.3“ above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KWS Pension Scheme to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in „3.5“ above is YES give details
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
3.8	If answer in „3.7“ above is YES give details:
3.9	Have you offered or given anything of value to influence the procurement process? Yes _____ No _____
3.10	If answer in „18“ above is YES give details

3.11	Disclosure of any litigation within the last three years.? Yes No
3.12	If Yes. Please give details
3.13	I DECLARE that the information given on this form is correct to the best of my knowledge and belief. Date Signature of Candidate

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

6.4. TENDER SECURITY FORM

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

(Hereinafter called “the Tenderer”) KNOW ALL PEOPLE by these presents that WE..... Of.....having registered office at [name of procuring entity] (Hereinafter called “the Bank”) are bound unto..... [KWS Pension Scheme (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, Month of 2019.

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 turnout claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

6.5. PERFORMANCE SECURITY FORM

(Amend accordingly if provided by Insurance Company)

To:

[name of the Procuring entity] WHEREAS..... [name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. [reference number of the contract].....dated month of 2019 to supply.....

[Provision of Custodial Services] (Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

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

This guarantee is valid until the..... Day, Month..... of 2019

Signature and seal of the Guarantors

.....
[name of bank or financial institution]

.....
[address]

6.6. SCOPE OF WORK & METHODOLOGY

COMMENTS, SUGGESTIONS, DESCRIBE OF CUSTODIAN SERVICES ON THE SCOPE OF WORK, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT.

6.7 RECOMMENDATION LETTERS

Our Ref:

[Date]

To:

The Trustee – KWS Staff Pension Scheme
 KWS Headquarters’ - Langata
 P.O. Box 40241-00100
NAIROBI.

RE: REFERENCE LETTER

This is to confirm that.....has been the Custodian for our Scheme and we confirm the details as outlined below:-

Assignment name:		Country:	
Location within Country		Professional Staff Provided by your Firm	
Name of Client		Client’s contact person for the assignment	
Address		Duration of Assignment	
Start Date (Month/Year)	Completion date(Month/Year):	Approx. value of services(In Current KES)	
Name of Associated consultants			
Name of Senior Staff Involved & functions performed			
Name	Role	Functions	
Description of Actual Services Provided:			
Performance;			
	3 years	5 years	
Actual Performance			

We are satisfied with the custodian’s performance, portfolio administration & reporting, trustee engagements and member trainings. Indeed, _____has played a pivotal role in the growth of the portfolio over the period of their service. The Custodian has met the expectations of the Trustees as spelt out in the Service Level Agreement.

We would not hesitate to recommend _____as a reliable and professional Custodian. You may reach us on the given addresses to confirm the details provided

Yours faithfully,
 For: **THE TRUSTEES**

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. REQUESTS 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*) ofdated the.....day of20.....in the matter of Tender No.....of20...

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 (DEBARMENT)

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

6.11. SELF DECLARATION FORM (CORRUPTION)

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.
2. 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.
3. 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).
4. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp