



PRIVATIZATION COMMISSION

Enhancing Kenya's Productive Capacity

Extelcoms House, 11th Floor Haile Selassie Avenue Nairobi, Kenya
P.O. Box - 34542 - 00100 Tel : +254 2212346/7/8 Fax : +254 2212237
Email: info@pc.go.ke: Website: www.pc.go.ke

TENDER NO. PC/005/2019 –2020

FOR

**PROVISION OF STAFF PENSION SCHEME
SERVICES THROUGH AN UMBRELLA
ARRANGEMENT.**

LAUNCH DATE: 21ST APRIL 2020

CLOSING DATE: 5TH MAY 2020 AT 11.00 A.M.

TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER	3
SECTION II	INSTRUCTIONS TO TENDERERS	4
	APPENDIX TO INSTITUTIONS TO TENDER	18
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	22
SECTION IV	SPECIAL COND1TIONS OF CONTRACT	28
SECTION V	TERMS OF REFERENCE	29
SECTION VI	STANDARD FORMS.....	33

SECTION I - INVITATION TO TENDER**TENDER NO.: PC/005/2019-2020 - PROVISION OF STAFF PENSION SCHEME SERVICES THROUGH AN UMBRELLA ARRANGEMENT.**

The Privatization Commission (PC) invites sealed tenders from an eligible, established RBA registered Umbrella Pension Scheme(s) for the provision of staff pension scheme services as detailed below.

Description of Tender	Commencement Date
Provision of Staff pension scheme services (Establishment and Administration of a staff pension scheme for staff on PC4 and below) through an umbrella arrangement.	To be Advised

A complete set of tender document may be downloaded by interested RBA registered Umbrella pension scheme service provider(s) free of charge from the Commission website www.pc.go.ke or <https://www.tenders.go.ke/website>. Those who download the document should inform the Commission immediately via email info@pc.go.ke; or procurement@pc.go.ke;

Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

Tenders must be accompanied by a tender Security of **Kshs 100,000.00** from a reputable Bank and should be valid for a period of 120 days from the date of tender closing.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the tender box provided at the Privatization Commission's Offices, **11th floor, Extelcoms House, Haile Selassie Avenue, Nairobi** or be addressed to:

**The Executive Director/CEO
Privatization Commission,
P. O. Box 34542- 00100
NAIROBI**

so as to be received on or before **11.00 A.M. on 5th May 2020**.

Bidders are advised to take note that the guidelines issued by the Ministry of Health on the measures to stop the spread of COVID 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect to handling of procurement proceedings shall be applied for any tender processed by the Commission henceforth until advised otherwise.

Tenders will be opened in accordance with the provisions of the above guidelines in **Main Board Room, 11th floor, Extelcoms House, Haile Selassie Avenue, Nairobi.**

EXECUTIVE DIRECTOR/CEO

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS		Page
2.1	Eligible Tenderers	5
2.2	Cost of tendering	5
2.3	Contents of tender documents	5
2.4	Clarification of Tender documents	6
2.5	Amendment of tender documents	6
2.6	Language of tenders	7
2.7	Documents comprising the tender	7
2.8	Form of tender	7
2.9	Tender prices	7
2.10	Tender currencies	7
2.11	Tenderers eligibility and qualifications	8
2.12	Tender security	8
2.13	Validity of tenders	9
2.14	Format and signing of tenders	9
2.15	Sealing and marking of tenders	10
2.16	Deadline for submission of tenders	10
2.17	Modification and withdrawal of tenders	11
2.18	Opening of tenders	11
2.19	Clarification of tenders	11
2.20	Preliminary Examination and Responsiveness.....	12
2.21	Conversion to other currencies	13
2.22	Evaluation and comparison of tenders	13
2.23	Contacting the Privatization Commission	14
2.24	Award of Contract	14
2.25	Notification of award	15
2.26	Signing of Contract	16
2.27	Performance security	16
2.28	Corrupt or fraudulent practices	16

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This invitation for Tenders is open to all interested, eligible, established RBA registered Umbrella Pension Schemes as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the service for an initial twelve (12) months period, with an option of renewal for a further one year from the date of commencement (hereinafter referred to as the terms) specified in the tender documents subject to satisfactory performance.
- 2.1.2 The Privatization Commission Employees, Committee Members, Board Members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the bidder (including all members of a joint venture and sub Tenderers) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Privatization Commission to provide consulting services for the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2. Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Privatization Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of tendering process.
- 2.2.2 If need be and if required, a non-refundable fee of Kshs. 1,000.00 is to be charged for the hard copy of the tender document.

2.3 Contents of Tender Document

- 2.3.1 The Tender documents comprise the documents listed below and addenda issued in accordance with these instructions to tenders.
- (i) Instructions to Tenders
 - (ii) General Conditions of Contract

- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of the Pension Scheme Scope
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Sample letter of notification of award

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Privatization Commission by post, fax or by email at the Commission's address indicated in the invitation for tenders. The Privatization Commission will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the Privatization Commission. 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 candidates who have received the tender documents.

2.4.2 The Privatization Commission shall reply to any clarifications sought by the tenderers within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendments of Tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be addendum.

2.5.3 In order to allow prospective tenderers reasonable time, in which to take the amendment into account in preparing their tenders, the Privatization Commission at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The Tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Privatization Commission, shall be written in English Language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by 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

2.7.1 The Tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security in the prescribed form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided in the Appendix I and II.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit and total tender price 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 Terms 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 pursuant to paragraph 2.20.5.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

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

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

2.12 Tender Security

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

2.12.2 The tender security shall not exceed the amount stated in the appendix to instructions to tenderers (please refer to the appendix to instructions to tenderers for more information).

2.12.3 The tender security is required to protect the Privatization Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

2.12.4 The tender security shall be denominated in Kenya shillings or in another freely convertible currency, and shall be in the form:

- (a) Cash
- (b) A bank guarantee
- (c) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall be rejected by the Privatization Commission as non-responsive, pursuant to paragraph 2.20.5.

- 2.12.6 Unsuccessful Tenderer's tender 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.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) In the case of a successful tenderer, if the tenderer fails
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13 Validity of Tenders

Tenders shall remain valid for 120 days from the date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Privatization Commission as non-responsive.

- 2.13.1 In exceptional circumstances, the Privatization Commission may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders

- 2.14.1 The original Technical and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.14.2 For each proposal, the bidders shall prepare the original copy of the document as specified. Each Technical Proposal and

Financial Proposal shall be marked “**ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID**” as appropriate.

- 2.14.3 The original Technical Bids shall be placed in a sealed envelope clearly marked “**TECHNICAL BID**”. Similarly the original of the Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL BID**” and warning: “**DO NOT OPEN WITH THE TECHNICAL BIDS**”. Both envelopes shall be placed in an outer sealed envelope marked “**BIDS FOR PROVISION OF STAFF PENSION SCHEME SERVICES THROUGH AN UMBRELLA ARRANGEMENT**’ This outer envelope shall bear the submission address and other information indicated in the Appendix “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE**”.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as ‘ORIGINAL TENDER’ and ‘COPY OF TENDER’. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelope shall:
- (a) be addressed to the Privatization Commission at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, ‘DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions To Tenderers.
- 2.15.3 The outer envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required in 2.15.2, Privatization Commission 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 Privatization Commission at the address specified not later than the day, date and time of closing indicated in the Appendix of Instructions to Tenderers.

- 2.16.2 The Privatization Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Privatization Commission 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 Privatization Commission as provided for in the Instruction to tenderers.

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 submission or withdrawal of the tenders, is received by the Privatization Commission prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of paragraph 2.15 (sealing and Marking of Tenders). The withdrawal notice may be sent by post, fax or email 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.18 Opening of Tenders

- 2.18.1 The Privatization Commission will open all tenders in accordance with the guidelines issued to stop the spread of Covid 19, and in the location specified in the invitation for tenders. The tenderers' representatives who are present

during the opening of the tenders shall sign a register evidencing their attendance.

- 2.18.2 The tenderers names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Privatization Commission, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Privatization Commission will prepare minutes of the tender opening, which will be available to tenderers on request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders, the Privatization Commission may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Privatization Commission in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Privatization Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The Privatization Commission may waive any minor non-conformity 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 tender.
- 2.20.4 Prior to the detailed evaluation, the Privatization Commission will determine the substantial responsiveness of each tender document. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Privatization Commission's determination of a tender's responsiveness shall be based on the contents of the tender itself without recourse to extrinsic evidence.
- 1.20.5.1 If a tender is not substantially responsive, it will be rejected by the Privatization Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to Single currency

- 2.21.1 Where other currencies are used, the Privatization Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

- 2.22.1 In accordance with the guidelines issued to stop the spread of Covid 19, the Privatization Commission will evaluate and compare the tenders which have been determined to be substantially responsive as described in the Bid Appendix of instructions to tenderers
- 2.22.2 The Privatization Commission'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 2.22.3.
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from those specified in the Special Conditions of Contract.
- 2.22.3 The following evaluation methods will be applied.

(a) Operational Plan

The Privatization Commission requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the Privatization Commission'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 schedule outlined in the special conditions of contract. Tenderers 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 schedule. The Privatization Commission may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The Evaluation Committee shall evaluate the tender **within 30 days** from the date of opening the tender.

2.23 Contacting the Privatization Commission

2.23.1 No tenderer shall contact the Privatization Commission on any matter relating to its tender, from the time of tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Privatization Commission in its decision on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Privatization Commission will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, as well as such other information as the Privatization Commission deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, which event the Privatization Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Privatization Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- (a) Necessary qualifications, capability, experience, service, 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, 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.

2.26 The Privatization Commission's Right to accept or reject any Tender

2.26.1 The Privatization Commission 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 Privatization Commission's action. If the Privatization Commission determines that none of the tenders is responsive, the Privatization Commission shall notify each tenderer who submitted a tender.

2.26.2 The Privatization Commission 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.

- 2.26.3 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.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Privatization Commission will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Privatization Commission. Simultaneously the other tenderer shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security, the Privatization Commission will discharge its tender security to the unsuccessful tenderers.

2.28 Signing of Contract

- 2.28.1 At the same time as the Privatization Commission notifies the successful tenderer that its tender has been accepted, the Privatization Commission will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Privatization Commission.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Privatization Commission

2.29.2 Failure by the successful tenderer to comply with the requirement of this paragraph or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Privatization Commission may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Privatization Commission 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.

2.30.2 The Privatization Commission 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.

2.30.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS (ITT)

The following information for the procurement of pension scheme services shall complement, supplement, or amend, the provision on the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the Appendix of Instructions to Tenderers, the provisions of the Bid Appendix of instructions to tenderers herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix of instructions to tenderers to instructions to tenderers
2.1	Only RBA registered Umbrella pension schemes are eligible.
2.12	Tender Security shall be Kshs. 100,000.00 from a Reputable Bank or an insurance firm approved by the PPRA valid for 120 days from date of tender closing, as per the prescribed format.
2.13	Tender validity will be 120 days
2.15.2 (b)	<p>The inner and outer envelopes shall bear the Words:</p> <p>(i) Tender Name: Provision of staff pension scheme services through an umbrella arrangement - Tender No: PC/005/2019-2020</p> <p>(ii) DO NOT OPEN BEFORE: 5th May 2020 at 11.00 A.M.</p> <p>Particulars of eligibility and qualifications documents of evidence required.</p> <p>The tender should be submitted in accordance with the Ministry of Health's measures to stop the spread of COVID 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect to handling of procurement proceedings. The technical bid shall be submitted in a <u>separate envelope</u> from the financial bid and both envelopes should be properly sealed and clearly marked and enclosed in one bigger outer envelope.</p> <p>The envelopes should each contain the following:-</p> <p>TECHNICAL PROPOSAL ENVELOPE SHOULD CONTAIN:-</p> <ul style="list-style-type: none"> • The qualifications documentations as prescribed under the special conditions. • The technical envelope should not contain any financial information. <p>THE FINANCIAL BID ENVELOPE SHOULD CONTAIN:-</p> <ul style="list-style-type: none"> • A dully completed Form of Tender and price schedule as per the format attached on section VI (A & B) – Form of Tender.

	<p>Only those firms that meet the preliminary and technical qualifications requirements above will have their financial bids opened. The other financial bids for non-responsive firms will be returned unopened.</p> <p>v) Tenders must be addressed and delivered to: The Executive Director/CEO, Privatization Commission, Extelcom House, 11th Floor Haile Selassie Avenue, P. O. Box 34542-00100, NAIROBI.</p>
2.16.1	Tenders must be received on or before 5th May 2020 at 11.00 A.M.
2.16.3	Bulky tenders will be received by Procurement Unit and recorded and signed for in a register by the representative of the Company.
2.18.1	Tenders will be opened at the time stated in the presence of tenderers or their representatives in accordance with Ministry of Health's measures to stop the spread of COVID 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect to handling of procurement proceedings.
2.22.1	<p>EVALUATION CRITERIA</p> <p>STAGE 1: EVALUATION ON THE MANDATORY REQUIREMENTS</p> <ul style="list-style-type: none"> • The mandatory requirements will be evaluated on 'a YES or NO' basis. • The Firm must <u>meet all the mandatory requirements</u> below to be considered for stage 2:- <p>STAGE 1</p> <p>MANDATORY REQUIREMENTS TO BE MET BY THE PENSION SCHEME SERVICE PROVIDER:-</p> <p>Please Provide:</p> <ol style="list-style-type: none"> 1. A Certified copy of the Company's Certificate of Registration / Incorporation / Or Business Registration Certificate; 2. CR12 Form duly filled; 3. Copy of the Company's Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) Valid up-to at least the date of tender opening; 4. Duly completed Confidential Business Questionnaire as provided in the Tender Document; 5. Duly signed & stamped Form of Tender by the Tenderer

- in the format provided;
6. Bid Security of KES 100,000.00 from a reputable bank or an insurance firm approved by the PPRA in the prescribed format, valid for a period of 120 days from the date of tender closing;
 7. Provide current Certificate of Registration as an umbrella pension scheme issued by the Retirement Benefits Authority (RBA);
 8. Copies of Audited Financial accounts of the company for the last three financial years (2017, 2018 and 2019) duly signed and Stamped by Auditors and Directors;
 9. Must submit two separate sealed envelopes clearly marked as either Technical and/or Financial, One original and a copy of each proposal (separate technical and financial);
 10. Must provide a written proof of credit worthiness from the firm's bankers;
 11. Must submit filled litigation history forms;
 12. Must submit filled anti-corruption declaration forms;
 13. Must submit filled forms of past experience.

STAGE 2: RANKING STAGE

- The Second Stage will involve Technical Evaluation of the bids that meet all the Mandatory Requirements in stage one. Bidders who will not meet the mandatory requirement will be deemed to be non-responsive and will not proceed to the technical evaluation stage.
- The firm that fulfills all the mandatory requirements will be ranked using the following criteria:-

	ITEM DESCRIPTION / CRITERIA	REQUIREMENT	MAXIMUM SCORE
1	Number of years the service provider has been in the business of Provision of Pension scheme services as an Umbrella scheme	One (1) mark for each year served up to a maximum of 15Years	15
2	Qualifications and competence of at least five (5) key members of staff of the firm who will be directly responsible for the scheme management / administration, attach their CVs	Each qualified technical Staff in the Fund / Pension schemes administration / Umbrella pension section / staff with post graduate degrees in financial analysis or relevant areas and or other related certification trainings in Pensions management / administration – 4 Marks for each	20

		staff to a maximum of 5 staff	
3	<p>Provide a list of up to a maximum of 10 Pension schemes clients / Fund administration schemes, five of which are Government entities (complete with address and telephone numbers) of which the Company/Bidder has provided similar services to in the last 3 years each with an asset portfolio of above Kshs. 100 Million and above.</p> <p>The Bidder should avail reference letters from at least 5 of the listed Clients served.</p> <p>The Commission will conduct due diligence to verify the information provided.</p>	Two (2) Marks for each client / pension scheme served up to a maximum of 5 clients	10
4	List Total value of Client Pension / fund schemes managed (portfolio value)	<p>Above 50 Billion - 10 Marks each</p> <p>30-50 billion – 5 Marks each</p> <p>Below 30 billion -2 Mark each</p> <p>Up to a maximum of 20 points</p>	20
5	Profitability margin	<p>25% and above – 5 Marks</p> <p>15% to 25% - 3 Marks</p> <p>7.5% to 15% - 2 Marks</p> <p>Less than 7.5% - 1 Mark</p>	5
6	Liquidity ratio	<p>2:1 - 5 Marks</p> <p>1:1 - 3 Marks</p> <p>Less than 1: - 1 - 0 Marks</p>	5
7	Administration and Systems capacity with evidence or proof that it uses the most modern IT systems in the market and can at least do the following functions {state the name of the system}: (5 Points)	<p>i) Disaster recovery plan (1 mark)</p> <p>ii)The system should have a Compliance Module that red flags any compliance breaches and allows compliance from multiple angles, for example RBA (1 mark)</p> <p>iii) Must have a Performance Measurement Module compliant with GPS standards and time weighted (0.5 mark)</p> <p>iv) Explain the Audit and Control systems including any defined user access, policy rights and Produce an advanced audit trail (0.5 mark)</p> <p>v)An Administration System with online member access (1mark)</p> <p>vii) Customize reports to meet our needs as well as producing reports in real time (0.5 mark)</p>	5

		viii) Can be able to (export data) provide any information in various formats such as Word, Excel, pdf on request and flexibility for tailoring to suit further reporting (0.5 mark)	
8	Value addition and outlined benefits for the Umbrella Scheme offered by Bidder	10 benefits / value additions & Investment guarantee/s – 1 mark for @ benefit/value additions / investment guarantee	5
9	Provide history of declared interest rates for the last five years	Provide table with history of declared interest rates for the last 5 years	5
10	Provide service standards & detailed information of the Umbrella Scheme and how it will be executed	Service standards	5
11	Orderliness and neatness of the tender, use of separators e.t.c.	Logical preparation of the bid	5
	Total score		100
	Pass mark		75

Key:

$$\text{Profitability Margin} = \frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$$

$$\text{Liquidity Ratio} = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

EBIT = Earnings Before Interest and Taxes

Note:-

- a) A bid that does not meet the above pass mark will be disqualified from further evaluation regardless of the quoted Financial proposal.
- b) **Only financial proposals of firms that meet the requirements shall be opened for consideration.** The financial proposals of the non-responsive firms will remain unopened and returned to the bidder after the conclusion of the procurement process.

STAGE 3: FINANCIAL EVALUATION

The firm that is technically responsive and has provided the lowest bid in cost will be considered for award (Lowest evaluated Bidder).

POST QUALIFICATION

2.24	The post qualification of the tenders received by the Privatization Commission may be undertaken on the basis of the customer reference checks based on information provided by your firm.
------	--

	(The names, addresses, telephone numbers and contact person of at least five (5) of your client that Privatization Commission intend to contact to verify the details provided).
2.25	The lowest responsive evaluated bidder in will be awarded the tender.
2.29	The successful tenderer shall furnish a performance security, from a reputable Bank, of 10% of the contract sum and covering the entire contract period , in a form acceptable to the Privatization Commission

SECTION III - GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions	23
3.2	Application	23
3.3	Standards	23
3.4	Use of contract documents and information	23
3.5	Patents rights	24
3.6	Performance security	24
3.7	Delivery of services and documents	24
3.8	Payment	25
3.9	Prices	25
3.10	Assignment	25
3.11	Termination for default	25
3.12	Termination for insolvency	26
3.13	Termination for convenience	26
3.14	Resolution of disputes	26
3.15	Governing language	26
3.16	Applicable law	27
3.17	Force majeure	27
3.18	Notices	27

SECTION III

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

- 3.1.1 In this contract, the following terms shall be interpreted as indicated:-
- (a) "The Contract" means the agreement entered into between the Privatization Commission and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the tenderer under the contract for the full and proper performance of its contractual obligations.
 - (c) "The Service" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Privatization Commission under the contract.
 - (d) "The Privatization Commission" means the Commission established under the Privatization Act 2005 which is the organization procuring the Services.
 - (f) "GCC" means the General Conditions of contract contained in this section.
 - (g) "SCC" means the Special Conditions of Contract.
 - (h) "Day" means calendar day.

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 the 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 Use of Contract Documents and Information

- 3.4.1 The Tenderer shall not, without the Privatization Commission's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Privatization Commission in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.

- 3.4.2 The Tenderer shall not, without the Privatization Commission's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Privatization Commission and shall be returned (all copies) to the Privatization Commission on completion of the contract's or performance under the contract if so required by the Privatization Commission.

3.5 Patent Rights

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

3.6 Performance Security

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Privatization Commission the performance security where applicable in the amount specified in SCC.
- 3.6.2 The proceeds of the performance security shall be payable to the Privatization Commission as compensation for any loss resulting from the Tenderer's failure to complete its obligation under the contract.
- 3.6.3 The Performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Privatization Commission and may be in the form of:-
- (a) Cash
 - (b) A bank guarantee
 - (c) Letter of credit
 - (d) Professional Indemnity Cover
- 3.6.4 The Performance security will be discharged by the Privatization Commission and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the

contract, including any warranty obligations, under the contract.

3.7 Delivery of services and documents

3.7.1 Delivery of the services shall be made by the Tenderer in accordance with the Terms specified by the Privatization Commission in the schedule of requirements and the special conditions of contract.

3.8 Payment

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

3.8.2 Payment shall be made promptly by the Privatization Commission, but in no case later than sixty (60) days after submission of an invoice or claim by the provider.

3.9 Prices

3.9.1 Prices charged by the Tenderer for Services performed under the contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the Privatization Commission's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding One Year (12 months).

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

3.9.4 Price variation requests shall be processed by the Privatization Commission within 30 days of receiving the request.

3.10 Assignment

3.10.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Privatization Commission's prior written consent.

3.11 Termination for Default

- 3.11.1 The Privatization Commission may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer terminate this contract in whole or in part:
- (a) If the Tenderer fails to provide any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Privatization Commission.
 - (b) If the Tenderer fails to perform any other obligation(s) under the contract.
- 3.11.2 In the event the Privatization Commission 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 un-delivered and the Tenderer shall be liable to the Privatization Commission for any excess costs for such similar services. However the Tenderer shall continue performance of the contract to extent not terminated.

3.12 Termination for Insolvency

- 3.12.1 The Privatization Commission may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Privatization Commission.

3.13 Termination for Convenience

- 3.13.1 The Privatization Commission by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its Commission convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the Privatization Commission may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The Privatization Commission and the Tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that dispute be referred for resolution to the formal mechanism specified in the SCC.

3.15 Governing Language

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

3.16 Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya.

3.17 Force Majeure

- 3.17.1 The Tenderer 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 even of Force Majeure.

3.18 Notices

- 3.18.1 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 Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 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 as relates to the General Conditions of contract

Reference of General Conditions of Contract	Special conditions of contract
3.6 Performance security	10% of the contract sum from a Reputable Bank in the prescribed format covering the period of the contract. The performance security may also be submitted in other forms as described on clause 3.6.3 but on a directive from the Commission.
3.7 Delivery of Service	For a period of twelve (12) months, this may be renewable for another period of one year in accordance with the law subject to satisfactory performance.
3.8 Payment	As per the contract agreement
3.9 Price adjustment	N/A
3.14.2	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to the Nairobi Centre for International Arbitration and the arbitration shall be in guided by the provisions of the Nairobi Centre for International Arbitration Act No. 26 of 2013.
3.15	The language of the contract will be English
3.16	The applicable law will be the Laws of Kenya
3.18 Notices	Executive Director/CEO, Privatization Commission, Extelcom House, 11 th Floor Haile Selassie Avenue, P. O. Box 34542-00100, Nairobi. Email: info@pc.go.ke For: Service Provider

SECTION V - TERMS OF REFERENCE

TORs FOR PRIVATIZATION COMMISSION STAFF PENSION SCHEME

The scope of administration services includes record keeping, secretarial, advisory, accounting and managing member relations as detailed below:

1.1. SCOPE OF ADMINISTRATION SERVICES

- a) Maintenance of member data and accounts – including for deferred members
- b) Processing and validation of contributions
- c) Distribution to member accounts of net investment income
- d) Preparation of member benefits statements
- e) Calculation and payment of benefits as they fall due
- f) Management of member relations for actives and non-actives
- g) Regular reporting to trustees on membership issues, regulatory compliance etc.
- h) Management of compliance with requirements of regulators i.e. the Kenya Revenue Authority including the preparation and submission of reports
- i) Facilitation of member annual general meetings –
- j) Management of member relations
- k) Maintenance of member nomination of beneficiaries' records
- l) Provision of advisory services to the members on matters relating to retirement benefits
- m) Facilitation of member education days/forums

In addition to the above scope of services we request the pension scheme service provider to carry out the day to day administration of the new Scheme in accordance with the provisions of the Retirement Benefits Act, the Income Tax Act, the Trust Deed and Rules, all other applicable legislation in force including all documents related to the new Scheme.

1.2. SCOPE OF ADVISORY SERVICES

- a) To advise the Trustees on the effective retirement benefits designs and facilitate communication to members on the scheme design.
- b) To facilitate and manage the process of appointing the fund manager and custodian.
- c) To manage the relationships with the fund manager, custodian, administrator, auditor, actuary and any other service providers or advisers.

- d) To monitor service levels and ensure that they comply with service agreements
- e) To receive and review reports from service providers and provide independent assessments and guidance to the trustees and committees set by trustees.
- f) To manage audits and actuarial examinations on behalf of the trustees.
- g) To manage relationships with regulators, monitor compliance and guide and assist the trustees in taking all appropriate measures.
- h) To keep the founder informed of matters relating to the scheme.
- i) To ensure scheme documentation is kept up to date in respect to the Privatization Commission regulations requirements.
- j) To manage communications to members and member relations
- k) Preparation of annual reports or commonly known as popular reports to all members.
- l) Facilitation and attendance of Trustees meetings
- m) To provide advisory services to the members relating to their retirement planning.
- n) In partnership with the fund manager and scheme Trustees, should develop the fund investment policy.

1.3. INVESTMENT ACCOUNTING SERVICES ENTAILS:

- a) Maintain the books of accounts by recording the assets, income and expenditure based on detail and documents received from service providers and the sponsor
- b) Carry out all reconciliations (with bank accounts as well as with the reports of the investment manager and the custodian and, of course, the administration records)
- c) Prepare and submit quarterly detailed financial reports to the trustees
- d) Prepare and submit to the scheme's auditors the financial statements in the prescribed format for audit
- e) Ensure the audit is carried out within the required time frame for Privatization Commission compliance
- f) Prepare and submit to Privatization Commission all the required financial returns
- g) Prepare abbreviated annual financial reports to members

SECTION VI - STANDARD FORMS

Notes on the Standard Forms

1. **Tender Form** - 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 **(to be submitted separately with the financial proposal)**.
2. **Price Schedule form** – the price schedule form must similarly be completed and submitted with the tender **(to be submitted separately with the financial proposal)**.
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. **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents **(to be submitted with the Technical proposal)**.
5. **Tender Security Form** – When required by the tender documents the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the Privatization Commission **(to be submitted with the Technical proposal)**.
6. **Performance Security Form** – The performance security form should not be completed by the tenderer at the time of tender preparation. **Only the successful tenderer** will be required to provide performance security in the form provided herein or in another form acceptable to the Privatization Commission.
7. **Past Performance Form** – This form must be completed by all participating bidders at the time of preparation of the bid. The information given in the form must be supported with required attachments **(to be submitted with the Technical proposal)**.
8. **Litigation History Form** – This form must be completed by all participating bidders at the time of preparation of the bid **(to be submitted with the Technical proposal)**.
9. **Anti-Corruption Declaration Form** - This form must be completed by all participating bidders at the time of preparation of the bid **(to be submitted with the Technical proposal)**.

TABLE OF CONTENTS	Page
1. Form of tender	35
2. Price schedules	36
3. Contract form	37
4. Confidential Questionnaire form	39
5. Tender Security Form	44
6. Performance security form	45
7. Past Experience Form	46
8. Litigation History	48
9. Anti-Corruption Declaration Form	49
 Appendix 1: Sample Letter of Notification.....	 50

FORM OF TENDER (To be enclosed in the financial envelope)

To: Bidder Name.....
Bidder address.....
Date.....

The Executive Director/CEO
Privatization Commission,
Extelcom House 11th Floor,
P. O. Box 34542-00100,
NAIROBI.

Dear Sir,

RE: PROVISION OF STAFF PENSION SCHEME SERVICES THROUGH AN UMBRELLA ARRANGEMENT

1. Having examined the tender documents including Addenda No. *(Insert Number)* the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Umbrella Pension Shceme Services under this tender in conformity with the said Tender Document for the sum of:-

- Kshs..... *(Total tender amount in words and figures)* for the Umbrella Scheme Services **as per the schedule of requirements.**

2. We undertake, if our Tender is accepted, to provide the specified Pension Administration Services in accordance with the conditions of the Tender.
3. We agreed to abide by this Tender for a period of(Number) days from the date fixed for Tender opening of the Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this.....day of.....2016

(Signature) (In the Capacity of)

Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE FORM (To be enclosed in the financial envelope).

i. SUMMARY OF COSTS

NO	PARTICULARS OF THE SERVICES	% ANNUAL FEE (KSHS.)
1	Provision of Staff pension scheme services (Establishment and Administration of a staff pension scheme for staff on PC4 and below) through an umbrella arrangement.	

Note:

- The above fee should be inclusive of all applicable taxes and duties/levies.

SAMPLE CONTRACT FORM

THIS AGREEMENT made theday of20..... Between the Client (hereinafter called "the Privatization Commission") of the one part and(name of tenderer) of -----(City and Country of tenderer) (hereinafter called "the tenderer") of the other part:

WHEREAS the Privatization Commission invited tenders for the provision of pension scheme services and has accepted a tender by the tenderer for the provision of the services in the sum of _____ (Contract Price in words and in figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH A FOLLOWS:-

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contracts referred to.
- 2) The following documents shall be deemed to form and be read and constructed as part of this Agreement, Vix:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The schedule of requirements,
 - (c) The details of cover
 - (d) The general conditions of contract
 - (e) The special conditions of contract and
 - (f) The Privatization Commission's notification of Award
 - (g) The acceptance letter from successful bidder.
- 3) In consideration of the payments to be made by the Privatization Commission to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Privatization Commission to provide the Insurance cover and to remedy defects therein in conformity in all respects with the provisions of the contract.
- 4) The Privatization Commission 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.

CONFIDENTIAL BUSINESS QUESTIONNAIRE (To be enclosed in the technical envelope).

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....

Certificate of Incorporation / Registration No.

Location of business premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (*Full Names*)Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only) - attach copy of a valid certificate

Local Authority Trading License No. Expiry Date

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date
(US\$/Kshs.)

Was this successfully undertaken? **Yes / No.**(If **Yes**,
attach reference)

Name (s) of your banker s).....

Branches Tel. No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>
<u>Shares</u>		

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

Company Profile(.....

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports
in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u> <u>Shares</u>	<u>Nationality</u>	<u>Citizenship Details</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature.....

Dated thisday of2020.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a).....

b).....

c).....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of.....

In the capacity of

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of2020

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No
(Delete as necessary) Institution

.....

(Title)	(Signature)	(Date)
----------------	--------------------	---------------

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
----------------------------	-----------------------	-----------------------------------	---------------------

1.....
--------	-------	-------	-------

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

Contact person (Full Names).....
E-mail address.....
Cellphone no

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Privatization Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp

.....

TENDER SECURITY FORM (To be enclosed in the technical envelope).

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of pension administration services (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*Name of Commission*) (hereinafter called <the procuring entity> in the sum of (*state the amount*) for which payment will and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the Form: or
2. The the tender, having been notified of the acceptance of its tender by the Privatization Commission 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 tenders.

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

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

(Authorised Signatories and official stamp of the Bank)

PERFORMANCE SECURITY FORM

To: _____
(Name of Commission)

WHEREAS _____ (Name of tenderer)
(Hereinafter called "the tenderer") has undertaken, in pursuance of
Contract No _____ (reference number of the contract) dated _____
20 _____ to provide _____
(Description of pension scheme services) (Herein 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
a 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 sum of
Kshs. _____ (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 of money within the limits of
_____ (amount of guarantee) as aforesaid, without your
needing to prove or to show grounds or reasons for your demand or the
sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the guarantor

(Name of bank financial institution)

(Address)

(Date)

PAST EXPERIENCE (NAMES OF THE APPLICANT'S CLIENTS) - To be enclosed in the technical envelope)

NAMES OF OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS

1. Name of 1st Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

2. Name of 2nd Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

3. Name of 3rd Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

4. Name of 4th Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

5. Name of 5th Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

**SELF-DECLARATION FORM (To be enclosed in the technical envelope).
ANTI-CORRUPTION DECLARATION**

We **(insert the name of the company / supplier)**-----
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of the Commission.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that the Commission may have.

Name.....Signature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We **(insert the name of the company / supplier)** -----
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We **(insert the name of the company / supplier)** -----
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

SAMPLE LETTER OF NOTIFICATION OF AWARD



M/S
P. O. Box
Nairobi

Dear Sir/Madam,

RE: PROVISION OF UMBRELLA PENSION SCHEME SERVICES AS SPECIFIED

Your Bid dated amounting to Kenya Shillings only for provision of pension administration services as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after (14No.) days have elapsed from the date of this letter and upon submission of an acceptable performance security of 10% of the contract sum.

The duration of this contract will be for twelve (12) months from the date of commencement which may be renewed for a further period as per the Procurement Act 2015 subject to satisfactory performance and the payment will be as per the Contract.

The is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

EXECUTIVE DIRECTOR/CEO

-----End-----