



REQUEST FOR PROPOSALS (RFP)

TENDER NO.: KWS/RFP/PENSION ADMINISTRATION SERVICE/28/2019-2022:

**PROVISION OF ADMINISTRATION SERVICES
(PENSION SCHEME)**

CLOSING DATE AND TIME

23rd MAY, 2019 AT 12 NOON

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SECTION I: TENDER NOTICE

LETTER OF INVITATION

Dear Sir/Madam:

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

The Kenya Wildlife Service (KWS) hereby invites competent and eligible firms to submit technical and financial proposals for the Provision of Administration Services (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, on the DB Scheme was Closed to new entrants and to future accrual of contributions on 31st December, 2006 and a new Defined Contribution Pension Scheme; KWS Staff Retirement Benefit, 2006 was established on 1st January, 2007. The 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 Scheme's books and records are properly kept in accordance and administrative affairs of the Scheme are managed in line with the provisions of the Retirement Benefits Act of 1997 (herein after referred to as the "Retirement Benefits Act"), Retirement Benefits Regulations of 2000 (herein after referred to as the "Regulations") and the subsequent amendments

You are therefore requested to submit your bid for Pension Administration 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) Copy of certificate of Incorporation
- ii) Current certificate from RBA
- iii) Copy of the Current Professional Indemnity policy with a limit of not less than Kenya shillings 500 Million
- iv) The Pension Scheme Administrator shall submit a certified copy CR 12
- v) Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company/ firm from your clients
- vi) Copy of Valid Tax Compliance certificate
- vii) Copy of Valid Business Permit/Trade License
- viii) Must submit a dully filled up Confidential Business Questionnaire in format provided
- ix) Must provide details and reference letters of at least five (5) clients for a similar work done.
- x) Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
- xi) Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.
- xii) The Bid documents must be bound & serialized.
- xiii) Bidders must submit an original and a copy of document (Separated Technical & Financial proposal)

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 Director General, KWS 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 23rd May 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 23rd May, 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,

Trustee

Kenya Wildlife Service Staff Pension Scheme

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 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 Pension Administration Services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Tender documents.
- 2.1.2 The KWS Staff Pension Scheme, employees, Committee Members, Board of Trustees and their relatives (spouse and children) are not eligible to participate in the Tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 KWS Staff Pension Scheme, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.2.2 The price to be charged for the downloaded Tender document shall be free of charge.
- 2.2.3 The KWS Staff Pension Scheme shall allow the Tenderer to review the Tender

document free of charge.

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 2.6 of these instructions to Tenders:-

- i. Instructions to Tenderers
- ii. General Conditions of Contract
- iii. Special Conditions of Contract
- iv. Schedule of Requirements
- v. Details of service
- vi. Form of Tender
- vii. Price schedules
- viii. Contract form
- ix. Confidential business questionnaire form
- x. Professional Indemnity cover
- xi. Declaration form
- xii. Self-declaration from Debarment
- xiii. Self-Declaration form from Corrupt Practices.

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the Tender document may notify the KWS Staff Pension Scheme in writing or by post or email at the entity's address indicated in the Invitation for Tenders. The KWS Staff Pension Scheme 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 Tenders,

prescribed by the KWS Staff Pension Scheme. Written copies of the KWS Staff Pension Scheme's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the Tender documents.

2.4.2. The KWS Staff Pension Scheme shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its Tender.

2.5. Amendment of documents

2.5.1. At any time prior to the deadline for submission of Tenders, the KWS Staff Pension Scheme, 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 posting on the KWS website.

2.5.3. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the KWS Staff Pension Scheme, at its discretion, may extend the deadline for the submission of Tenders.

2.6. Language of Tender

2.6.1. The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the KWS Staff Pension Scheme, shall be written in English language. Any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

2.7. Documents Comprising the Tender

The Tender prepared by the Tenderer shall comprise the following components:-

- i) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- ii) Documentary evidence established in accordance with Clause 2.11 That the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;
- iii) Confidential business questionnaire
- iv) Declaration form

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 (Financial proposal), 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, pursuant to paragraph 2.22.

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

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

2.9.6. Price variation requests shall be processed by the KWS Staff Pension Scheme within 30 days of receiving the request.

2.10. Tender Currencies

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

2.11. Tenderers' Eligibility and Qualifications.

2.11.1. Pursuant to Clause 2.1 the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

2.11.2. The documentary evidence of the Tenderers qualifications to perform the contract if its Tender is accepted shall establish to the KWS Staff Pension Scheme's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

2.12 Validity of Tenders

2.12.1. Tenders shall remain valid for 90 days after date of Tender opening prescribed by the KWS Staff Pension Scheme, pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by the KWS Staff Pension Scheme as non-responsive.

2.12.2. In exceptional circumstances, the KWS Staff Pension Scheme 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.

2.12.3. The Tender security provided under paragraph shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request will not be required nor permitted to modify its Tender.

2.13. Format and Signing of Tender

2.13.1. 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.

2.13.2. 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.

2.13.3. 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.

2.14. Sealing and Marking of Tender

2.14.1. 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.

2.14.2. The inner and outer envelopes shall:

- i) Be addressed to the KWS at the address given in the invitation to Tender
- ii) Bear, Tender No. **KWS/PENSION/28/2019-2022** – Provision of Administration Services (Pension Scheme) and the words: "DO NOT OPEN BEFORE **23rd May 2019** at **12.00 Noon** local time."

2.14.3. 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.

2.14.4. If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the KWS Staff Pension Scheme will assume no responsibility for the Tender's misplacement or premature opening.

2.15. Deadline for Submission of Tenders

2.15.1. Tenders must be received by the KWS Staff Pension Scheme as specified under Paragraph 2.15.2 no later than **23rd May, 2019 at 12.00 p.m.** local time.

2.15.2. 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 Scheme and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15.3. Bulky Tenders which will not fit in the Tender box shall be received by the KWS Procurement Office.

2.16. Modification and withdrawal of Tenders

2.16.1. 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 the KWS Staff Pension Scheme prior to the deadline prescribed for the submission of Tenders.

2.16.2. The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of **paragraph 2.151**. 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.

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

2.16.4. 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.

2.16.5. The 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.

2.16.6. The 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.

2.17. Opening of Tenders

2.17.1 Opening of bids: The Trustees, KWS Staff Pension Scheme opening committee will open all tenders in the presence of tenderers' representatives who choose to attend after 11.00 a.m. local time on **23rd May, 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.

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

2.17.3. The KWS Staff Pension Scheme will prepare minutes of the Tender opening which will be submitted to the Tender Evaluation Committee for deliberation.

2.18. Clarification of Tenders

2.18.1. To assist in the examination, evaluation and comparison of Tenders the Trustees, KWS Staff Pension 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.

2.18.2. Any effort by the Tenderer to influence the Trustees, KWS Staff Pension Scheme in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers Tender.

2.19 Preliminary Examination and Responsiveness

- 2.19.1. Trustees, KWS Staff Pension Scheme tender evaluation committee 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, and its Tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.19.3. The 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, pursuant to paragraph 2.2.2, the 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. The KWS Staff Pension Scheme's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 2.19.5. If a Tender is not substantially responsive, it will be rejected by the KWS Staff Pension Scheme and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.20. Conversion to a single currency

2.20.1. Where other currencies are used, the KWS Pension Scheme 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.

2.21. Evaluation and comparison of Tenders

2.21.1 The KWS Staff Pension Scheme will evaluate and compare the Tenders which have been determined to be substantially responsive.

2.21.2. 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.

2.21.3. The 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 and in the technical specifications:-

- i) Operational plan proposed in the Tender;
- ii) Deviations in payment schedule from that specified in the Special

2.22. Conditions of Contract;

2.22.1. Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

i) Operational Plan

The 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 required delivery time will be treated as non- responsive and rejected.

ii) **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. The KWS Staff Pension Scheme may consider the alternative payment schedule offered by the selected Tenderer.

2.22.2. The Tender evaluation committee shall evaluate the Tender within 30 days from the date of opening the Tender.

2.22.3. To qualify for contract awards, the Tenderer shall have the following:-

- i) Necessary qualifications.
- ii) Legal capacity to enter into a contract for procurement
- iii) 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
- iv) Shall not be debarred from participating in public procurement.

2.23. Contacting the KWS Staff Pension Scheme Pension Scheme

2.23.1 Subject to paragraph 2.19, no Tenderer shall contact the 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.

2.23.2. Any effort by a Tenderer to influence the KWS Staff Pension Scheme in its decisions on Tender evaluation, Tender comparison or contract award may result in the rejection of the Tenderers' Tender.

2.24 Award of Contract

2.24.1. Post qualification

The 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.

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 Tenderers' qualifications submitted by the Tenderer, pursuant to paragraph 2.1, as well as such other information as the KWS Staff Pension Scheme deems necessary and appropriate.

2.24.3. An affirmative determination will be a prerequisite for award of the contract to the Tenderer.

A negative determination will result in rejection of the Tenderer's Tender, in which event the KWS Staff Pension Scheme will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3. Subject to paragraph 2.26 the 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 contract satisfactorily.

2.24.4. The KWS Staff Pension Scheme reserves the right to accept or reject any Tender and to annul the bidding process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

or any obligation to inform the affected Tenderer or Tenderers of the grounds for the KWS Staff Pension Scheme's action. If it is determined that none of the Tenderers is responsive; the KWS Staff Pension Scheme shall notify each Tenderer who submitted a Tender.

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

2.25. Notification of award

2.25.1. Prior to the expiration of the period of Tender validity, the KWS Staff Pension Scheme will notify the successful Tenderer in writing that its Tender has been accepted.

2.25.2. The notification of award will signify the formation of the Contract subject to the signing of the contract between the Tenderer and the KWS Staff Pension Scheme pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their Tenders have not been successful.

2.26. Signing of Contract

2.26.1. At the same time as the KWS Staff Pension Scheme notifies the successful Tenderer that its Tender has been accepted, the KWS Staff Pension Scheme will simultaneously inform the other Tenderers that their Tenders have not been successful.

2.26.2. Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the KWS Staff Pension Scheme.

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

2.27. Professional Indemnity Cover

2.27.1. Copy of the Current Professional Indemnity policy with a limit of not less than Kenya shillings 500 Million. The Professional Indemnity insurance cover shall be valid within the proposed contract period and obtained from reputable insurance company. Compensation shall be claimed against this cover if the Pension Administrator is negligent or fails to perform any of its obligations or provides services falling below the standard set out herein or is in breach of any of its material obligations under the contract

2.28. Corrupt or Fraudulent Practices

2.28.1. The 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.

2.28.2. The 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;

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

2.29. Appendix to Instructions to Tenderers

The following information for the procurement of Pension Scheme Administration Services 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.

2.30. Instruction to Tender reference

Particulars of Appendix to instructions to Tenderers

2.30.1 Eligible Tenderers shall be those with valid registration Certificates as Pension Scheme Administrator issued by Retirement Benefits Authority (RBA)

2.30.2 The Tender shall be closing on **23rd May, 2019** at 12.00 noon local time.

DATA SHEET

Clause Ref:	1.0 General
1.1	<p>1. Name of Client: The KWS Staff Pension Scheme is KWS Staff Pension Scheme 2. Recipient: The Services shall be delivered to KWS Staff Pension Scheme</p> <p>2. Method of Selection: Quality of Cost Based Selection(QCBS)</p>
1.2	The name and reference number of the Invitation to Bid is Tender No: KWS/PENSION/28/2019-2022 Tender for the Provision of Administration Services (Pension Scheme).
1.3	<p>Clarifications</p> <p>1. Requests for clarification quoting the tender number and title must be received by 12.00pm East African time on 09th May 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 16TH May 2019. Will be posted on KWS website www.kws.go.ke</p> <p>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.</p> <p>3. The address and contact for submitting proposal and requesting clarifications is as follows:-</p> <p style="text-align: center;">The Trustee Kenya Wildlife Service, Pension Scheme P.O. Box 40241 - 00100 Nairobi-Kenya</p>
2.0	Preparation of Proposal
2.1	The currency specified for this proposal is Kenya shillings
2.2	The proposal(s) must remain valid for 90 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 pm East

	African Time(GMT +3) on 23 rd May 2019.at the address indicated in 2.0
3.2	Bidders must submit the original and a copy of the technical proposal as well as the original of the Financial proposal and a copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked “Original” and copy marked clearly as “Copy”
3.3	Submission of proposal by electronic mail is not allowed
3.4	<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 Staff Pension Scheme, at its discretion, may consider appropriate will be announced at the opening. 3. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below. 4. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposal returned to them.
4.0	Evaluation and comparison of Proposals
4.1	Currency: The currency for evaluation process will be Kenyan Shillings

4.2

Proposal evaluation and criteria and process

In assessing the proposals submitted, the tender processing committee/Evaluation committee will carry out 4 stage (Quality and Cost Based Selection process) as follows:

1. Mandatory

Firms must provide all the mandatory requirements. 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
Relevant Experience and Performance	45
Qualifications, competence, Information systems, Personnel and customer service.	40
Business Support	6
Governance	9
Total technical Score	100

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 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 the KWS Staff Pension Scheme under the Contract.

“**The KWS Staff Pension Scheme**” means Kenya Wildlife Service, Staff Retirement Benefit Scheme, 2006 and Kenya Wildlife Service Staff Superannuation Scheme.

“**KWS**”, is the organization sourcing for the services under this Contract for its KWS Staff Pension Scheme.

“**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

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

3.3. Standards

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

3.4. Patent Right's

3.4.1. The Tenderer shall indemnify the 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.

3.4.2. Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the KWS Staff Pension Scheme the performance security where applicable in the amount specified in Special Conditions of Contract.

3.4.3. 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. Payment

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

3.6. Prices

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

the parties.

3.7 Assignment

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

3.8. Termination for Default

The 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:-

- i) 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 KWS Staff Pension Scheme.
- ii) If the Tenderer fails to perform any other obligation(s) under the Contract
- iii) If the Tenderer, in the judgment of the KWS Staff Pension Scheme has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event the procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Tenderer shall be liable to the KWS Staff Pension Scheme for any excess costs for such similar services.

3.9. Termination of insolvency

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

3.10. Termination for convenience

3.10.1. The 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's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.10.2. 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.

3.11. Resolution of disputes

The KWS Staff Pension Scheme and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.12. 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.

3.13. Force Majeure

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

3.14. Applicable Law

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

3.15. Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

- 4.0 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.1.1 Definitions: “Pension Scheme Administrator” (RBA Act) means a company whose business includes;
Undertaking, pursuant to a contract or other arrangement, the management of the funds and other assets of KWS Staff Pension Scheme Funds for purposes of investment;
- 4.1.2 The Pension Scheme Administrator after this tender process shall be appointed by the Tender Evaluation Committee on such terms and conditions of service as shall be determined by the Board of Trustees, in the instrument of appointment or otherwise in writing from time to time. The Board of Trustees, KWS Staff Pension Scheme reserves the right to appoint one Pension Scheme Administrator.
- 4.1.3 The KWS Staff Pension Scheme shall administer the KWS Staff Pension Scheme pursuant to the provision of the Rules and Regulations set out by the Retirement Benefits Authority, Trust Deed and Rules, Scheme Investment Policy Statement and/or any other applicable law(s) and regulations established from time to time.
- 4.1.4 Throughout the Administration Period, the administrator shall use all its skills and knowledge to manage the scheme efficiently as required and in compliance with the provisions set out under 4.1.3.
- 4.1.5 The Scheme Administrator shall not assign or delegate any of its obligations hereunder without the prior consent in writing of the KWS Staff Pension Scheme Board of Trustees.
- 4.1.6 The Scheme Administrator shall submit to the Board of Trustees, KWS Staff Pension

Scheme after each of the Report dates Weekly, Monthly, Semi-Annual and Annual Performance Reports as the Board of Trustees may require.

4.1. Duties of Administrator

4.1.1. The Administrator 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.

4.1.2. The Administrator shall have all the powers necessary for the performance of his functions under the RBA Act and in particular the Administrator shall:-

- i) Agreeing administrative deliverables and timescales with the scheme;
- ii) Formalizing any administrative year plan with the KWS Staff Pension Scheme board
- iii) The reconciliation of contributions received on a monthly basis
- iv) The maintenance of membership record required for running the scheme including records of date of birth, joining the scheme, date joined company, earnings, contributions and accrued benefits and options elected.
- v) Update and maintain of records of membership movements
- vi) The calculation and processing of payments for withdrawal benefits, retirement benefits and death benefits (if applicable)
- vii) The calculation of levies due by the scheme to RBA and arranging the remittance of such levies.
- viii) The calculation of tax payable on behalf of the scheme to the Kenya Revenue Authority in- terms of prevailing legislation.
- ix) Forwarding cheque or payments to the custodian or insurance company.
- x) Submitting statutory information to the relevant authority as required by the income Tax Act (Cap 470) and the RBA Act, 1997.
- xi) The provision of one benefits statement per annum to the members in accordance with the agreed format.
- xii) The calculations of transfers of members in line with scheme rules
- xiii) Provide a standard administrative report to trustees for each meeting

detailing administrative activities completed during the period in accordance with the service provided.

- xiv) Preparing agendas and supporting documentations for trustees meetings.
- xv) Arranging and attending at least two (2) trustee meetings and ensuring accurate recording of minutes of trustee meetings
- xvi) Assist with arranging and attending annual general meeting.
- xvii) Provide membership certificates for new members if required.
- xviii) Advising the trustees to ensure that the manager(s) is (are) investing the scheme funds in compliance with provisions of the management agreement, RBA Act and regulations, Trust Deed and Rules and other relevant legislations in force.

4.2 Termination of the Administration Agreement:

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

- i) Comprehensive report of the KWS Staff Pension Scheme at the time of hand over and/or transfer.
- ii) Statements pertaining to the entire Scheme under management;
- iii) Statement pertaining to all incomplete transactions;
- iv) Any other material information and disclosures as may be reasonably required by the Board of Trustees, KWS Staff Pension Scheme. Copies of the information required herein shall be submitted to the Board of Trustees, KWS Staff Pension Scheme and RBA within the same period.

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

4.3. Bidding Notes

- 4.3.1. The Tenderer is required to check the number of pages of the Tender document and should any be found to be missing or in duplicate or the figure or writing indistinct, they must inform the Fund at once and have the same rectified.
- 4.3.2. Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Trustees in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.3.3. No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.3.4. The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority of the Scheme's Board of Trustees shall be ignored and the text of the Tender Document as printed will be adhered to.

4.4. EVALUATION CRITERIA

4.4.1. Preliminary evaluation of open tenders

a) STAGE ONE

The evaluation committee shall first conduct a preliminary evaluation to determine whether the: –

- i) Tender has been submitted in the required format as per the invitation to tender and tender instructions;
- ii) Tender security submitted is in the required form, amount and validity period;
- iii) Tender has been signed by the person lawfully authorized to do so;
- iv) Required number of copies of the Tender have been submitted as per the invitation to tender and tender instructions and (Separated Technical & Financial, original & Copy of each);

4.4.2. Statutory/mandatory requirements

- i) Copy of certificate of Incorporation
- ii) Valid current Certificate of Registration as a Pension Scheme Administrator issued by the Retirements Benefits Authority (RBA).
- iii) Copy of the Current Professional Indemnity policy with a limit of not less than Kenya shillings 500 Million.
- iv) A certified copy of current CR 12
- v) Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company/ firm from your clients
- vi) Copy of Valid Tax Compliance certificate
- vii) Copy of Valid Business Permit/Trade License
- viii) Audited Accounts for the last three years (i.e. 2016, 2017 & 2018)
- ix) Must submit a dully filled Confidential Business Questionnaire in the format provided
- x) Must provide details and reference letters of at least five (5) clients for a similar work done.

- xi) Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
- xii) Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.
- xiii) The Bid documents must be bound & serialized.
- xiv) Bidders must submit an original and a copy of document (Separated Technical & Financial proposal)
- xv) Bidders with any unpaid claims (fully documented and unpaid for more than 21 days from the tender opening date) with Kenya Wildlife Service will be disqualified.

Tenders which do not satisfy any of the above requirements (clause 4.3.1 & 4.3.2) shall be rejected.

b) STAGE TWO: Technical requirements (maximum 100 points)

(Documentary evidence must be provided for each requirement; non-compliance may lead to disqualification or nil points)

4.4.3. Relevant Experience and Performance (45 Points)

Provide names, addresses, contact persons and respective portfolio values of at least ten (10) corporate clients 10 /firms with membership of over 70 members and above and has been in existence and providing pension services served for at least 10 years. (Attach proof in form of award letters or contract agreements).

4.4.4. Client/Contract Details (2 points)

- i) Clients Name (0.5 Points)
- ii) Client Address & Contacts (0.5 Points)
- iii) Contact persons (0.5 Points)
- iv) Duration of contract in years (0.5 Point).

Clients Name	Client Address & Contacts	Contact persons	Duration of Contract (years)

a) Attach proof of the ten (10) assignments as per the clients mentioned in (a) above in form of reference letters. **(20 points)**

- 3 reference letter- 5 points
- 4-6 reference letter- 10 points
- 7-9 reference letter- 15 points
- 10 reference letters & above- 20 points.

b) **Portfolio Values. (10 Points)**

- Above Kshs.20 Billion (10 Points)
- Between Kshs. 15 Billion and Kshs. 19 billion (6 Points)
- Below Kshs. 10 Billion and Ksh.14.9 billion (4 Point)
- Below Kshs. 10 Billion (0Point).

c) Provide a detailed work plan and methodology on how the Scheme Administration will be carried out and how relevant registrations, receipt of contributions, investments and reporting procedures. **(7 Points)**.

d) Provide an actuarial valuation report as required by RBA – attach confirmation note from client as evidence in form of performance attribution **(3 Points)**.

e) Provide an investment performance analysis over the last 10 years (Average Rate of return) – attach confirmation note from client as evidence in form of performance attribution **(3 Points)**.

4.4.5. Qualifications, competence, Information systems, Personnel and customer service (40 Points)

1) Provide an organizational chart/structure with the business units comprising your Pension Scheme Administrative business and the key personnel that would be assigned to the Services. Qualifications and competence of four key professionals – attach copies of certificates **(18 Points)**

- a) Organizational Chart/Structure highlighting the relevant dedicated staff **(2 points)**
 - b) At least each staff shall have a minimum of a degree in Actuarial Science, Law, Human Resources, Finance/Economics/ Accountants and / or any other relevant discipline or related field of study with a professional membership in relevant courses to professional bodies with proof of active and in good standing professional membership. (1 point each) (Total 4 points)
 - c) Attach Academic and Professional Certificates. **(1 points each) (Total 4 points).**
 - d) A minimum of 10 years' experience in provision of Scheme Administration services – **(1 points each) (Total 4points)**
 - e) CVs fully signed by both the staff and Chief Executive – **(1 points each) (Total 4 points).**
- 2) 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}: **(16 Points)**
- a) Be able to demonstrate the use of modern IT System in its daily Administration operations **(1 Point)**
 - b) Disaster recovery plan **(2 points)**
 - c) The system should have a Compliance Module that red flags any compliance breaches and allows compliance from multiple angles, for example RBA **(2 Points)**
 - d) Must have a Performance Measurement Module compliant with GIPS standards and time weighted **(2 Points)**
 - e) Explain the Audit and Control systems including any defined user access and policy rights. **(2 Points)**
 - f) An Administration System with online member access **(4 points)**
 - g) Customize reports to meet our needs as well as producing reports in real time **(1 points)**
 - h) Can be able to provide any information in various formats such as Word, Excel, PDF on request and flexibility for tailoring to suit further reporting **(2 Points)**

(Please note that the KWS Staff Pension Scheme Tender Evaluation Committee may to verify the above and any wrong information will lead to disqualification).

3) The administration of the scheme **(6 Points)**

- a) Administrative Fees **(1 point)**
- b) Ability to provide other value addition services within the proposed fee scale: **(1 Point)**
- c) Mode and Frequency of reporting to the scheme's Board of Trustees and AGM, last report being for financial year end of June every year **(1 Point)**
- d) Capacity Building and knowledge transfer for Scheme's Board of Trustees and Secretariat **(1 Points)**
- e) Administrative Advisory and consulting services **(1 Point)**
- f) Advice on emerging local and global markets trends, forecasts, opportunities and access up to date market research **(1 Point)**

N/B: Provide a detailed write up/capability statement on the above.

i) Business Support **(6 Points)**

- a) Copy of current Professional Indemnity insurance cover **(1 Point)**
- b) Access to lines of credit or other financial resources **(0.5 Points)**
- c) Proof of Financial stability liquidity ratio of 1:1 (Acid Test Ratio) **(0.5 Points)**
- d) Share capital not less than Kshs 100 million **(2 points)**
- e) Appointed bankers and letter of authority to seek references **(2 Points)**

ii) Referees **(9 Points)**

At least 5 referees (attach current letters of reference (within the last 6yrs) from clients that demonstrate responsiveness to queries, timeliness in reporting and feedback, performance and versatility of ICT). **(5 points)**

iii) Procedure of addressing member and trustees queries **(2 points)**

iv) Provide a detailed Risk Management Matrix **(2 points)**

N/B Cut off points/Pass mark – 80 Points to qualify for financial evaluation (price comparison)

c) STAGE THREE: FINANCIAL EVALUATION RECOMMENDATIONS

4.4.6 The tenderer with the highest combined scores (CS) will be recommended for award

- 1) Special conditions of contract with reference to the general conditions of contract.
 - i) Reference of general conditions of contract
 - ii) Special condition of contract
- 2) Performance security shall be a valid Professional indemnity cover to the extent of liability/exposure
- 3) Administration costs shall be Payable annually based on funds under management and the agreed fee

4.4.7 Resolution of disputes

- 1) The parties shall request to submit the dispute to arbitrator and to concur in the appointment of an arbitrator within thirty (60) days of the notice. The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute
- 2) Applicable law shall be the laws of Kenya
 - a. Notices:

The Trustees
Kenya Wildlife Service (KWS) Pension Scheme
P.O. Box 40241 – 00100
NAIROBI.

SECTION V: SCHEDULE OF REQUIREMENTS

5.1 General

5.1 The Pension Scheme Administrator shall submit performance reports and other relevant disclosures to the Scheme's Board of Trustees within seven days of the end of the reporting period and to the Retirement Benefits Authority within 45 days.

5.2 Delivery Period

5.2.1 The Provision of Pension Scheme Administration Services shall be effective upon award and signing of relevant contract documents for a period of **three (3) years**, but subject/ based on performance evaluation on a yearly basis.

SECTION VI: DESCRIPTION OF SERVICES/TORS

5.0 Background information

The Pension Scheme was established under an irrevocable trust effective 1st July 1991 as a Defined Benefit Scheme; KWS Staff Superannuation Scheme. However, on the DB Scheme was Closed to new entrants and to future accrual of contributions on 31st December, 2006 and a new Defined Contribution Pension Scheme; KWS Staff Retirement Benefits Scheme, 2006 was established on 1st January, 2007. The Schemes are managed by Trustees under a Trust Deed and Rules and the Retirement Benefit Authority Act 1997 and Regulations. The total Scheme membership is 2500 and 4700 respectively. Each Member will be issued with a statement as at 31st December of each year.

5.1. Purpose

“To secure members future beyond employment income by ensuring timely remittances, good governance, prudent investments, and prompt payment of benefits for enhanced living standards of its membership”.

5.2. Scope of Services

5.2.1 The Roles and Duties of the Administrator

Without derogation from the provisions of the preceding Clause or from any other obligations imposed (whether expressly or by implication on the Administrator by this Agreement or implied by Law on the Administrator in similar circumstances), the duties of the Administrator subject to any general or specific overriding directions in writing of the Trustees shall be but not limited to the following:-

- a) To administer the Scheme in compliance with the Retirement Benefits Authority Rules and Regulations and the Scheme’s Trust Deed and Rules on behalf of the Trustees.
- b) To maintain, post and update membership records including checking of entry qualifications, recording of membership options and appointment of beneficiaries.

- c) To maintain and update membership cards and files including vital statistics, job status, member's dates of birth, dates of joining the Scheme, accrued benefits, current salary, and perform such other duties as may be required of them by the Trustees, consistent with Retirement Benefits Authority Rules and Regulations as well as the Scheme's Trust Deed and Rules.
- d) To maintain and update records to current Retirement Pensioners, appointed widows, orphans (including addresses, payment instructions, names and ages of children, dates deferred Retirement Benefits becomes payable, dates children reach age of maturity, and other related tasks).
- e) To arrange or advise on the payment of lump sum benefits, annuities, income draw down to Member or Beneficiaries as provided for in law and the Scheme Trust Deed and Rules
- f) To attend Trustee's Meetings whenever required and present an Administration Status Report at such meetings.
- g) To work closely with the appointed Actuaries, Valuers, Custodian, Fund Manager and/or Auditors.
- h) To carry out day to day book-keeping of the Scheme including member's accounts, amounts received from employer or sponsor, amounts passed to Fund Managers/custodian or changes in membership or scheme and keeping of scheme records.
- i) To Provide Annual Statements to Members and update members' statements on monthly basis.
- j) To account to the Trustees with regard to all matters pertain to the administration of the Scheme and the performance by the Trustees of their obligations arising under the said Deed and Rules of the Scheme.
- k) To carry out any lawful instruction of the Trustees in respect of any other matters which in view of the Trustees is for the welfare of the members including those who have withdrawn or retired, as well as their dependents.
- l) To prepare and submit to the Trustees reports regularly (monthly, quarterly and annually) or as directed by the Trustees.
- m) To undertake capacity building and Training/Education on the operation of the Scheme to Scheme Members, secretariat and Trustees at least once a year or otherwise as directed by the Trustees.

- n) To organize for the Annual General Meeting of Scheme members that shall be held in such place and at such time as the Trustees shall determine. Where required, offer secretarial services to the Trustees by organizing meetings, issuing notices for the same and taking minutes during the meetings
- o) To advise the Scheme Trustees on the statutory requirements of the Retirement Benefits Act, 1997, the Trustees Act, 1982, the Income Tax Act (Retirement Benefits Rules) and other relevant legislation and Liaise with relevant bodies on behalf of Trustees.
- p) To analyses the effects of new legislation and provide up-to-date knowledge of current trends and practices to the Trustees.
- q) To arrange periodic actuarial valuations where necessary and to provide data where necessary to the actuary.
- r) To arrange annual audit of the scheme including: -
 - i) Agreement on a timetable for audit and co-ordination of the exercise.
 - ii) Preparation of scheme annual Reports and Financial statements.
 - iii) Liaison with scheme auditors on preparation of draft annual financial statements and disclosure requirements.
- s) Preparation of Trustees annual report for Review and Inclusion on the annual scheme report and accounts.
- t) To submit the annual scheme report and accounts to the Retirement Benefits Authority within three months from the end of the "Financial Year" as stipulated by the Retirement Benefit Act, 1997.
- u) To review the Trust Deed and Rules and make necessary recommendation to Trustees.
- v) To prepare and submit to the relevant authorities on behalf of the scheme and the Trustees all such information, reports or returns as may from time to time be required under Income Tax Act, Retirement Benefits Act and any other laws and regulations.
- w) To design, update and produce member information at the discretion of Trustees
- x) Advice the trustees to ensure that the Fund Manager is investing the Scheme Funds in compliance with the provisions of the act, the regulations, scheme trust deed and rules and other relevant legislation in force.
- y) To facilitate access to member statements online/on demand.

5.3. ADMINISTRATOR'S REMUNERATION

The Trustees shall pay to the Administrator by way of remuneration for it's hereunder an annual fee.

SECTION VII: STANDARD FORMS

Notes on standard forms

1. The Tenderer shall complete and submit with its Tender the form of Tender and price schedules pursuant to instructions to Tenderers clause 2.8 and it must be duly signed by duly authorized representatives of the Tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the Tender documents
3. **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. **Professional Indemnity Cover** - Copy of the Current Professional Indemnity policy with a limit of not less than Kenya shillings 500 Million. The Professional Indemnity insurance cover shall be valid within the proposed contract period and obtained from reputable insurance company. Compensation shall be claimed against this cover if the Pension Administrator is negligent or fails to perform any of its obligations or provides services falling below the standard set out herein or is in breach of any of its material obligations under the contract.
5. **The Declaration** form should be completed by the Managing Director or as appropriate in accordance with the Tender documents.
6. **Self-declaration** form, not debarred from Procurement –PPRA
7. **Self-declaration form**, not participate in corrupt practices.

APPENDICES

FORM OF TENDER

To: The Trustee Chairman

Date: _____

Kenya Wildlife Service
P.O. Box 40241-00100
NAIROBI.

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers)
2. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Scheme Administration Services under this Tender in conformity with the said Tender document for the sum of Kshs. _____% (percent) of funds under Management [in words and figures] inclusive of VAT or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
3. We undertake, if our Tender is accepted, to provide Pension Scheme Administration Services in accordance with the conditions of the Tender.
4. If our Tender is accepted, we will obtain a professional indemnity cover to the extent of the liability/exposure for the due performance of the Contract, in the form prescribed by the KWS Staff Pension Scheme.
5. We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. 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.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this day of.....2019

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of

PRICE SCHEDULE OF SERVICES

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

1. Item Description
2. Pension Scheme Administration Annual fee (Kshs)
3. Other incidental charges
4. Gross Charges/ Fee Inclusive of 16% VAT

TOTAL INCLUSIVE OF VAT

Signature of Tenderer (Duly Authorized Officer)

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

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [name of procurement entity] of [country of Procurement entity](hereinafter called “the KWS Staff Pension Scheme”) of the one part and[name of Tenderer] of[city and country of Tenderer](hereinafter called “the Tenderer”) of the other part.

WHEREAS the KWS Staff Pension Scheme 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) the description of services / scope of services;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract; and;
 - f) The KWS Staff Pension Scheme’s Notification of Award.
3. In consideration of the payments to be made by the KWS Staff Pension Scheme to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the KWS Staff Pension Scheme to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KWS Staff Pension Scheme 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.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the Tenderer) in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are advised that it is a serious offence to give false information on this form. **Part 1 General**

Business Name

Location of Business Premises.....

Plot No, Street/Road

Postal address Tel No. Fax Email

Nature of Business

Registration Certificate No.

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

..... Name of your bankers

..... Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

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

Citizenship details.....

Part 2 (b) – Partnership

Given details of partners as follows

Name Nationality Citizenship details

Shares

1.

2.

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company

Nominal Kshs.

..... Issued

Kshs.

Given details of all directors as follows

Name Nationality Citizenship details Shares

1.

2.

Date.....Signature of Tenderer.....

LETTER OF NOTIFICATION OF AWARD

Address of KWS Staff Pension Scheme

To:

RE: Tender

No. Tender

Name

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Tenderer in respect of Tender No. To supply goods, render services and/or carry out works for Competition Authority of Kenya and duly authorized and competent to make this statement.
2. THAT the aforesaid Tenderer has not been debarred from participating in procurement proceedings under Part IX.
3. THAT the aforesaid Tenderer will not engage in any corrupt 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 Board of Trustees, Competition Authority of Kenya staff pension scheme, which is the KWS Staff Pension Scheme.
1. THAT the aforesaid Tenderer, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Competition Authority of Kenya.
2. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title) (Signature) (Date)

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for.....(insert tender title/description) for..... (insert name of KWS Staff Pension Scheme) 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.

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

.....
(Title)

.....
(Signature)

.....
(Date) Bidder Official Stamp

**SELF DECLARATION FORMS
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 KWS Staff Pension Scheme) 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 KWS Staff Pension Scheme) which is the KWS Staff Pension Scheme.
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 KWS Staff Pension Scheme).
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