



TENDER FOR THE PROVISION OF CUSTODIAL SERVICES (PENSION SCHEME)

TENDER REF.NO.CAK/REST/TEND/015/2018-2019

**Closing Date: Friday, 17th May, 2019
Time: 12.00 pm**

SERIAL NO.....

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	of.....in the Republic of.....do hereby make a statement as follows:-	40



SECTION 1 - LETTER OF INVITATION

Dear Sir/Madam:

RE: Tender No. CAK/REST/TEND/015/2018-2019:

The Competition Authority of Kenya Pension Scheme wishes to invite bidders to submit a detailed Technical and Financial proposal for the **Provision of Custodial Services (Pension Scheme). Tender No.CAK/REST/TEND/015/2018-2019.**

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

Kindly submit your formal application in accordance with the requirements set forth in the attached **Request for Proposal (RFP)**. Eligible and competent firms will be identified on the basis of their responsiveness to the requirements for the scope of the tasks and contract conditions. The Scheme will award the tender in accordance with procedures set out in the Public Procurement and Asset Disposal Act, 2015 and the Regulations.

Eligible firms may obtain the RFP document from the procurement office, Competition Authority of Kenya, between 8.00am and 5.00pm or **downloaded free of charge from CAK website**. Further information may also be obtained from the procurement office, Tel 020-2628233 or 020-2779134- email; procurement@cak.go.ke

Completed proposal made in plain English language, packaged in plain sealed envelopes and clearly marked "**Tender No: CAK/REST/TEND/015/2018-19, TENDER FOR THE PROVISION OF CUSTODIAL SERVICES (PENSION SCHEME)**" and addressed to **The Trustees Chairman Competition Authority of Kenya Pension Scheme, P.O Box 36265-00200 Nairobi** should be returned and deposited in the tender box at the entrance, reception area so as to be received **NOT later than Friday, 17th May, 2019 at 12.00Pm**

Bidders and/or their appointed representatives who chose to attend will be allowed to witness the tender opening take place at **CAK**, conference room on the Ground floor, Kenya Railways building, Block D immediately after submission deadline.

RFP's submitted later than this date and time shall be disqualified automatically. Opening of the bids will take place immediately thereafter in the presence of representatives of interested firm who wish to attend.

Proposals should be submitted in two separate envelopes with completed technical and financial proposals. The Proposals shall remain valid for 90 days after date of proposal opening

SECTION II: INSTRUCTIONS TO TENDERERS

2.1. Tenders Eligibility and Qualification

- 2.1.1. This Invitation to Tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Tender documents.
- 2.1.2. CAK's employees, Committee Members, Board Members and their relative (spouse and children) are not eligible to participate in the Tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the Tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by CAKSRBS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.5. The Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to Tender and its qualifications to perform the contract if its Tender is accepted. Any resultant contract will be placed in the currency of the proposal and bidders will not be allowed to amend the currency of the proposal once it has been submitted.
- 2.1.6. The documentary evidence of the Tenderers qualifications to perform the contract if its Tender is accepted shall establish to Scheme's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

2.2. Cost of bidding

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

2.3. Clarification of Documents

- 2.3.1. Any request for clarification must be received by **the Scheme Trustees** in writing. If **Scheme** either on its own initiative or in or in response to a request from a bidder, provides additional information on the proposal document, such information will be sent in writing to all bidders. **The Scheme** will respond in writing to any request for clarification of the Tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by **the Scheme**. The Scheme shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its Tender.

2.4. Clarification of Tenders

- 2.4.1. To assist in the examination, evaluation and comparison of Tenders the Scheme may at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.4.2. Any effort by the Tenderer to influence **the Scheme** in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers Tender.

2.5. Amendment of documents

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

2.6. Language of Tender

- 2.6.1. The proposal and all correspondence and documents, related to the proposal and exchanged by the bidder and **the Scheme** must be written in the English Language. Any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

2.7. Tender Prices

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

2.8. Tender Currencies

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

2.9. Validity of Tenders

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

2.10. Format and Signing of Tender

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

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

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

2.11. Sealing and Marking of Tenders

2.11.1. The tender is a **two envelope** tender comprising separate **technical** and **financial** submission The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY” (indicate Technical or Financial as appropriate)**. The envelopes shall then be sealed in an outer envelope.

2.11.2. The inner and outer envelopes shall:

(a) Be addressed to the **Chairman Competition Authority of Kenya Trustees Scheme** at the address given in the invitation to Tender.

(b) Bear, **Tender No:CAK/REST/TEND/015/2018-2019 ,Tender for the Provision of Custodial Services** and the words: **“DO NOT OPEN BEFORE Friday, 17th May, 2019 at 12.00Pm**

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

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

2.12. Deadline for Submission of Tenders

- 2.12.1. Tenders must be received by the **Competition Authority of Kenya** at the specified under paragraph 2.15.2 no later than **Friday, 17th May 2019 at 12.00Pm local time.**”
- 2.12.2. **CAKSRBS** 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 **Competition Authority of Kenya** and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.12.3. Bulky Tenders which will not fit in the Tender box shall be received by the **Competition Authority of Kenya** as provided for in the appendix.

2.13. Modification and withdrawal of Tenders

- 2.13.1. The Tenderer may modify or withdraw its Tender after the Tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by CAKSRBS prior to the deadline prescribed for the submission of Tenders.
- 2.13.2. No Tender may be modified after the deadline for submission of Tenders.
- 2.13.3. CAKSRBS may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.13.4. CAKSRBS shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

2.14. Opening of Tenders

- 2.14.1. **Opening of Technical Envelopes:** The Competition Authority of Kenya will open all Tenders in the presence of Tenderers’ representatives who choose to attend after **Friday, 17th May, 2019 at 12.00Pm** and in the location specified in the invitation to tender. All submitted Technical Bids will be opened at that time while the financial bid envelopes shall remain unopened until technical bids are evaluated. The Tenderers’ representatives who are present shall sign a register evidencing their attendance.
- 2.14.2. The Tenderers’ names, Tender modifications or withdrawals, Tender prices, discounts, and such other details as CAK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.14.3. **CAKSRBS** will prepare minutes of the Tender opening which will be submitted to the Tenderers that signed the Tender opening register and will have made the request.
- 2.14.4. **Opening of Financial Envelopes:** After evaluation of technical bids, **CAKSRBS** shall notify the bidders who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set for opening their financial bids. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.14.5. The financial bids shall be opened by **CAKSRBS** in the presence of the tenderers who choose to attend the opening. The name of the tenderer, the technical score and the

proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial bids.

2.15. Preliminary Examination and Responsiveness

- 2.15.1. CAKSRBS will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 2.15.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, **the unit price shall prevail**, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its Tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.15.3. CAKSRBS may waive any minor informality or nonconformity or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.15.4. Prior to the detailed evaluation, CAKSRBS 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. CAK's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 2.15.5. If a Tender is not substantially responsive, it will be rejected by CAKSRBS and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.16. Contacting CAK

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

2.17. Performance Security

- 2.17.1. Within thirty (30) days of the receipt of notification of award from CAK, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender documents, or in another form acceptable to CAK.

2.18. Corrupt or Fraudulent Practices

- 2.18.1. CAKSRBS requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A Tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

- 2.18.2. CAKSRBS will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.18.3. Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for the procurement of CAKSRBS Service Providers shall complement, supplement, or amend, the provisions on the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers.

DATA SHEET

Clause Ref:	1.0 General
1.1	<p>1 Name of Client: The procuring entity is CAKSRBS</p> <p>2.Recipient:The Services shall be delivered to CAKSRBS</p> <p>3.Method of Selection: Quality of Cost Based Selection(QCBS)</p>
1.2	The name and reference number of the Invitation to Bid is Tender No: CAK/REST/TEND/015/2018-2019, Tender for the Provision of Custodial 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 10th May 2019.Clarification requests received after this date and time shall not be responded to. Response to queries are expected to have been sent out to all bidders by 14th May 2019.</p> <p>2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the CAK-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 Chairman Competition Authority of Kenya, Pension Scheme P.O. Box 36265-00200 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 noon East African Time(GMT +3) on 17th 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> <p>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.</p> <p>2. The bidder's names and the presence or absence of Bidder's Declaration integrity pact and other such details as the CAK, at its discretion, may consider appropriate will be announced at the opening.</p> <p style="padding-left: 40px;">1. 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.</p> <p style="padding-left: 40px;">2. 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.</p>												
4.0 Evaluation and comparison of Proposals													
4.1	Currency: The currency for evaluation process will be Kenyan Shillings												
4.2	<p>Proposal evaluation and criteria and process</p> <p>In assessing the proposals submitted, the tender processing committee/Evaluation committee will carry out 4 stage (Quality and Cost Based Selection process) as follows:</p> <p>1.Mandatory</p> <p>Firms must provide all the mandatory requirements. Only firms that meet all mandatory requirements proceed to technical evaluation</p> <p>2.Technical evaluation</p> <p>(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</p> <table border="1" data-bbox="370 1465 1334 1801" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item</th> <th style="text-align: center;">Criterion Total</th> </tr> </thead> <tbody> <tr> <td>1. Capacity</td> <td style="text-align: center;">30</td> </tr> <tr> <td>2. Experience</td> <td style="text-align: center;">30</td> </tr> <tr> <td>3. Adequacy of the Proposed Methodology</td> <td style="text-align: center;">38</td> </tr> <tr> <td>4. Governance</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Total technical Score</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Item	Criterion Total	1. Capacity	30	2. Experience	30	3. Adequacy of the Proposed Methodology	38	4. Governance	2	Total technical Score	100
Item	Criterion Total												
1. Capacity	30												
2. Experience	30												
3. Adequacy of the Proposed Methodology	38												
4. Governance	2												
Total technical Score	100												

	<p>3.Financial evaluation The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation)</p> <p>4.Total proposal score A total proposal score will be ranked then be ascribed to each qualifying bidder, as the sum of:</p> <ul style="list-style-type: none">• Technical score Pass mark 80%;and• Financial -Lowest technically qualified bidder
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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 CAKSRBS 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 CAKSRBS under the Contract.

“CAK” means **COMPETITION AUTHORITY OF KENYA**, the organization sourcing for the services under this Contract.

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

“GCC” means general conditions of contract contained in this section

“SCC” means the special conditions of contract

“Day” means calendar day

“CAKRBS” means Competition Authority of Kenya Staff Retirement Benefits Scheme

“RBA” means Retirement Benefit Authority

“KRA” means Kenya Revenue Authority

3.2. Application

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

3.3. Standards

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

3.4. Patent Right's

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

3.5. Performance Security

3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to CAKSRBS the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to CAKSRBS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to CAKSRBS and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such Insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by CAKSRBS and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6. Payment

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

3.7. Termination for Default

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

In the event CAKSRBS 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.

Termination on insolvency

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

3.8. Resolution of disputes

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

3.9. Force Majeure

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

3.10. Applicable Law.

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

3.11. Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT (SCC)

4.0. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.1.1. Definitions of the Service Providers:

4.1.1.1. **“Fund Manager” (RBA Act)** means a company whose business includes –

- i. Undertaking, pursuant to a contract or other arrangement, the management of the funds and other assets of scheme Fund for purposes of investment;
- ii. Providing consultancy services on the investment of scheme Funds; or
- iii. Reporting or disseminating information concerning the assets available for investment of scheme Funds.

4.1.1.2. **“administrator” (RBA Act)** means a person appointed by trustees to administer a scheme in accordance with such terms and conditions of service as may be specified in the instrument of appointment;

4.1.1.3. **“custodian” (RBA Act)** means a company whose business includes taking responsibility for the safe custody of the funds, securities, financial instruments and documents of title of the assets of scheme funds; and

4.1.1.4. **“Auditor”** means a person or a company appointed to do an audit.

4.1.2. The Service Providers after this tender process shall be appointed by CAKSRBS on such terms and conditions of service as shall be determined by CAKSRBS in the instrument of appointment or otherwise in writing from time to time. CAKSRBS reserve the right to appoint Service Providers.

4.1.3. The Service Providers shall provide their services to CAKSRBS Funds pursuant to the provision of the Rules and Regulations set out by the Retirement Benefits Authority and Capital Markets Authority and/or any other applicable law(s) and regulations established from time to time.

4.1.4. Throughout the Service Period, the Service Providers shall use all their skills and knowledge to provide their services to the CAKSRBS Fund efficiently as required and in compliance with the provisions set out under RBA Act.

4.1.5. The Service Providers shall not assign or delegate any of their obligations hereunder without the prior consent in writing of CAKSRBS.

4.2. Scope of Services

4.2.1. Scope of service by the Service Providers shall be as defined in the Service Level Agreement upon appointment and in relation to the TOR.

4.3. Duties of Custodian

- 4.3.1. The Custodian of CAKSRBS shall be appointed on such terms and conditions of service as shall be determined by CAKSRBS in the instrument of appointment or otherwise in writing from time to time.
- 4.3.2. The Custodian shall have all the powers necessary for the performance of his functions under the RBA Act and in particular the Custodian shall:-
- 4.3.2.1. Receive and keep in safe custody the title documents, securities, and cash of the fund or pooled fund.
- 4.3.2.2. Open a bank account or banking accounts with a bank duly registered under the banking Act on behalf of the fund, for the exclusive benefit of such fund.
- 4.3.2.3. Transfer change or deliver in the prescribed form securities held by a custodian upon receipt of proper instructions from the fund managers.
- 4.3.2.4. Keep or cause to be kept such books, records and statements as may be necessary to give a complete record of:
- i. The entire scheme fund, or pooled fund, investment portfolio held by the custodian.
 - ii. The transactions carried out by the custodian on behalf of the fund, or pooled fund. and shall permit the fund or pooled fund their officers, or duly authorized agents, to inspect such books, records and statements within the premises of the custodian at any time during business hours while adhering to the custodian's security procedures and health and safety regulations, as from time to time may be notified to the customer or otherwise brought to the notice of the customer or such persons.
- 4.3.2.5. Deliver to the fund or pooled fund, or to such other persons as the fund or pooled fund may in writing authorize copies of all notices, proxies, proxy materials received by the custodian in relation to any of the securities held in the scheme or pooled fund account, or public information financial reports, and stockholder communication as the custodian may receive from any issuer of securities and all information the custodian may receive an offer relating to exchange or tender offer or other rights or offerings or may be agreed upon from time to time.
- 4.3.2.6. Submit to the scheme of pooled fund:-
- i. A written report on specified date listing all assets of the scheme, or pooled fund, in the scheme of pooled fund account together with a full account of all receipts and payments made and otherwise actions taken by the custodian
 - ii. Advise or notification of any transfers of property or securities to or from the scheme, or pooled fund account indicating securities acquired for the account and, the identity of the party in possession of such securities
 - iii. A copy of the most recent audited financial statements of the custodian prepared together with such information regarding the policies and procedures of the custodian as the scheme or pooled fund, may request in connection with the agreement or the duties of the custodian under that agreement.

- 4.3.2.7. Exercise subscription purchases or other similar rights represented by the securities subject to receipt of proper instructions from the Managers.
- 4.3.2.8. Exercise the same standard of care that it exercises over its assets in holding, maintaining, servicing, and disposing of property and in fulfilling any other obligations in the agreement provided that the custodian shall exercise the degree of care expected of a prudent professional custodian for hire.
- 4.3.2.9. The custodian shall submit to the scheme fund or pooled fund at least quarterly from the date of commencement of the financial of the scheme or pooled fund:-
- i. A valuation of the scheme fund or pooled fund and all of the investments representing the respective fund including details of the cost of such investment and their estimated yields.
 - ii. A report reviewing the investment activity and performance of investment portfolio's comprising the scheme fund or pooled fund for the period succeeding the date of the last report and containing the manager's proposals for the investment of the scheme fund or pooled fund for the forthcoming period as recommended by CAKSRBS.
 - iii. A record of all investment transactions during the period after the date of the last report.
- 4.3.2.10. Except for the cases where the scheme has offshore investments, the custodian in discharging his contractual functions to the scheme or a pooled fund shall not contract out the discharge of custodial services to third parties.

4.4. Termination of the Service Provider Agreement

- 4.4.1. An agreement between CAKSRBS and the Service Provider shall make provisions for the computation of the Service Provider fee in respect of services at the date of termination where; either party to the agreement may at any time terminate the agreement and; in the event of termination of the agreement the Service Provider shall within thirty (30) days, from the date of termination, hand-over, transfer and deliver to a Service Provider appointed in writing by CAKSRBS all the information in relation to its contractual duties to CAKSRBS Funds including:-
- i. Comprehensive report of CAKSRBS Fund at the time of hand over and/or transfer
 - ii. Statements pertaining to the entire Fund and its status;
 - i. Investment portfolio including details of the cost and market values of such investments and their estimated yields;
 - ii. Statement pertaining to all incomplete transactions;
 - iii. Any other material information and disclosures as may be reasonably required by CAKSRBS. Copies of the information required herein shall be submitted to CAKSRBS and RBA within the same period.
 - iv. A comprehensive reconciliation report between the Fund manager transaction report and Fund Custodian account.

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

4.5. Insolvency and Winding Up of a Service Provider

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

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

5.0. SECTION V-EVALUATION OF PROPOSALS

5.1.1. Clarification of Proposals

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

5.1.2. Confidentiality

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

5.1.3. Undue Influence or Corrupt Practice

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

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

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

5.1.5. Undue Influence or Corrupt Practice

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

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

- i. That affects in a substantial way, the scope, quality or performance of the Custodial Service.
- ii. Which limits in any substantial way the rights and obligations under the contract, or
- iii. Which the rectification of, would affect unfairly the competitive position of the other applications.

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

5.1.6. Examination of Proposals

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

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

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

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

5.1.7. Technical evaluation

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

5.1.8. Evaluation of Proposals

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

5.1.9. Post-qualification of the Bidder

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

5.2. Award of Contract

5.2.1. Notification of Award

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

5.2.2. Award of Award

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

CAKSRBS 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 CAKSRBS’s action. If it is determined that none of the Tenderers is responsive; CAKSRBS shall notify each Tenderer who submitted a Tender.

5.2.3. Signature of the Contract

At the same time as CAKSRBS notifies the successful Tenderer that its Tender has been accepted, CAKSRBS will simultaneously inform the other Tenderers that their Tenders have not been successful. After notification of award, CAKSRBS will send the successful bidder, the draft contract and any standard/Special conditions. Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to CAKSRBS. The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request

5.2.4. Ownership and copyright

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

DATA SHEET

Clause Ref:	1.0 General
1.1	1 Name of Client: The procuring entity is CAK 2.Recipient: The Services shall be delivered to CAK



	3.Method of Selection: Quality of Cost Based Selection(QCBS)
1.2	The name and reference number of the Invitation to Bid is Tender No: CAK/REST/TEND/015/2018-2019, Tender for the Provision of Custodial 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 10th May 2019. Clarification requests received after this date and time shall not be responded to. Response to queries are expected to have been sent out to all bidders by 14 May 2019.</p> <p>2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the CAK-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 Chairman Competition Authority of Kenya, Pension Scheme P.O. Box 36265-00200 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 (Technical & Financial).
	3.0 Submission of Proposal
3.1	Proposals must be received deposited in the tender box before 12.00 noon East African Time(GMT +3) on Friday 17th May 2019 .at the address indicated in 2.0
3.2	Bidders must submit the original and copy of the technical proposal as well as the original of the Financial proposal and copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked "Original" and copy marked clearly as "Copy"
3.3	Submission of proposal by electronic mail is not allowed
3.4	<p>Opening of technical and financial proposals</p> <p>1. Opening of technical proposal shall be undertaken immediately following the proposal</p>

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 CAK, 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 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

No.	Parameters / Requirements	Submitted / Not Submitted (Yes or No)
1	Copy of certificate of Registration/Incorporation	
2	Copy of Valid Tax Compliance certificate	
3	Copy of Valid Business Permit/Trade License	
4	Audited Financial Statements 2016, 2017 & 2018.	
5	Duly filled, Signed and stamped Form of tender in the format provided	
6	Must Submit a Tender Security of Kshs. 100,000 valid for an additional thirty (30) days after the expiry of the tender validity period.	
7	Must submit a dully filled up Confidential Business Questionnaire in format provided	
10	Must provide details and reference letters of at least five (5) clients for a similar work done.	
11	Proof/certificate of authorization to provide custodial services by the Retirement Benefit Authority	
12	Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.	
13	Must complete, sign & Stamp the Self declaration that the bidder/person is	



	not debarred in the matter of public procurement.	
14	The Bid documents must be bound & serialized.	
15	Bidders must submit an original and a copy of the bid document(Technical & Financial separated)	
<p>2.Technical evaluation</p> <p>(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</p>		
Item		Criterion Total
<p>1. Capacity</p> <p>a) Professional Qualifications,</p> <p>The Custodian(firm) shall be:</p> <ul style="list-style-type: none"> i. Minimum experience of 10 years in Custodial Services.... (5Pts) ii. Duly registered as Custodial service providers(3Pts) iii. The Custodian shall provide evidence of Professional Indemnity Insurance cover with a reputable insurance company...(4Pts) iv. The Custodian shall submit Curriculum vitae of at least one Lead Custodian and three(3) other Key personnel proposed as part of the custodian team(2 Pts for each CV) <p><i>Academic qualification (Economics, Finance, Banking or any other related areas)</i></p> <p>Lead Custodian(1)</p> <p>Masters.....4Pts Degree.....3Pts</p> <p>Associates(3)</p> <p>Degree.....2Pts each Diploma.....1Pt</p>		30 Points
<p>2. Experience</p> <p>The Custodian Must demonstrate experience in carrying out Custodial services for Pension schemes with a Fund value of Ksh. Five (5) billion or more(Attach written and certified references from at least five(5) existing</p>		30Points

	<p>clients complete with telephone & email address)..... (3Pts for each)</p> <p>Lead Custodian(1)</p> <p>Over 10 years' experience.....6Pts</p> <p>5-10 years' experience.....5pts</p> <p>3-5 years' experience.....4pts</p> <p>1-2 years' experience.....3Pts</p> <p>Associate(3)</p> <p>Over 5 years' experience.....3Pts each</p> <p>3-5 years' experience.....2pts each</p> <p>1-3 years' experience.....1Pt each</p> <p>NB: Provide copies of CV's and Certificates for all proposed staff in this assignment.</p>	
	<p>3. Adequacy of the Proposed Methodology in responding to the Terms of Reference. The Custodian should capture in the proposal how the following will be handled;</p> <p>a) Whether there is preparation of periodic alerts or newsletters on your investment to the clients(provide evidence).....(3Pts)</p> <p>b) Advising on legislative developments concerning income treatment received from investments..... (3Pts).</p> <p>c) The Internal control systems in relation to custody of scheme assets.....(5Pts).</p> <p>d) A copy of sample client agreement..... (2Pts).</p> <p>e) Whether there is a specific software to maintain and update your portfolio information which can provide to the client.....(10Pts).</p> <p>-Monthly reconciliations of cash and book values;</p> <p>-Quarterly valuation/portfolio review; and</p> <p>-Quarterly reconciliation of figures with those of the custodian on book and market value basis.</p> <p>In an electronic format, attach sample reports.</p> <p>f) The turnaround time for providing reports after month and quarter end..... (5Pts).</p>	<p>38Points</p>



	<p>g) Excellent Client Relations(Attach reference letter from client).....(5Pts)</p> <p>h) Program for training and transfer of relevant skills.....(5Pts)</p>	
	<p>4. Governance</p> <p>Provide a statement/declaration executed by the Board of Directors and witnessed by a commissioner of oath stating that the decisions of the Custodial with regards to CAKSRBS shall be independent of any undue influence and/or directions of major shareholders or interest groups and shall remain so for the duration of the Custodial contract.</p>	<p>2Points</p>
	<p>Total technical Score</p>	<p>100Points</p>
<p>3.Financial evaluation</p> <p>The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation) with a maximum financial score of 20%.Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation</p> <p>The formula</p> <p>$P_c = L_p/P \times 30$ shall be used where: P=Price, P_c=Percentage allocated, L_p= Lowest price quoted</p> <p>4.Total proposal score</p> <p>A total proposal score will then be ascribed to each qualifying bidder, as the sum of:</p> <ul style="list-style-type: none"> • Technical score 80%;and • Financial score 20% as calculated above. <p>Finally, bidders will be ranked by total proposal score and the highest scoring bidder overall will be selected as the successful bidder. Where, the highest scoring bidder is unable to confirm availability of the work, the next highest combined scoring bidder will be selected as the successful bidder.</p>		

5.3. PROPOSAL STANDARD FORMS

- Proposal Submission Form/Form of Tender.
- Bidding Entity Profile Format/Confidential Business Questionnaire.
- Comments And Suggestions Of Fund Managers On The Scope Of Work And On Data, - Services And Facilities To Be Provided By The Client.
- Description of the Methodology and Work Plan for Performing the Assignment



- Financial Proposal Submission Form
- Price Schedule of Services
- Performance Security Form
- Bidders Declaration to undertake the Assignment
- Contract Form
- Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.
- Self declaration that the bidder/person is not debarred in the matter of public procurement.

Notes on the standard Forms

1. **Proposal Submission Form/Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and *submitted with the financial proposal tender document that will be opened after technical evaluation for the firms that qualify.*
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Bidding Profile Entity Format/Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **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 CAK.
7. **Evaluation Response Forms** – These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
8. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.
9. **Self-Declaration form (Debarment)** - This form must be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.
10. **Self-Declaration form (Corruption)** - This form must be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

PROPOSAL SUBMISSION FORM

Date.....

Tender No.....

The Trustee Chairman,
Competition Authority of Kenya Pension Scheme
P.O.Box 36265-00200 Nairobi

Dear Sir,

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

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

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

NB: The prices quoted shall be valid for a period of 90days from the closing date of the RFPs.

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

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

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



BIDDING ENTITY PROFILE FORMAT

Part 1 General Profile:

Business name.....

Location of Business.....

Postal Address.....Tel No.....Fax.....

Email.....

Nature of Business.....

Registration Certificate No.....

Part 2 a-Sole Proprietorship

Full name.....Age.....

Nationality.....

Citizenship.....

Part 2 b- Partnership

Name	Nationality	Citizenship	Shares (%)
------	-------------	-------------	------------

1.....

2.....

3.....

Part 2 C – Registered Company

Private Company Public Company

Give details of all directors as follows:

Name	Nationality	Citizenship	Shares (%)
------	-------------	-------------	------------

1.....

2.....

COMMENTS AND SUGGESTIONS OF FUND MANAGERS ON THE SCOPE OF WORK AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

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

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



DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT



FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm*

_____ *[Address]*



PRICE SCHEDULE OF SERVICES

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

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

Signature of Tenderer

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



PERFORMANCE SECURITY FORM

To:

[Name of the procuring entity]

WHEREAS..... [Name of Tenderer] (Hereinafter called "the Tenderer")
has undertaken, in pursuance of Contract

No. _____ [reference number of the contract] dated _____ 20____ to
supply.....

[Description services](Hereinafter called "the contract")

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

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

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

[Amount of the guarantee in words and figures],

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

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]



BIDDERS DECLARATION TO UNDERAKE THE ASSIGNMENT



CONTRACT FORM

THIS AGREEMENT made the ___ day of ____20__ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and[name of Tenderer] of[city and country of Tenderer](hereinafter called "the Tenderer") of the other part.

WHEREAS the Procuring entity invited Tenders for certain services.

Viz..... [brief description of the services] and has accepted a Tender by the Tenderer for the supply of those services in the sum of[contract price in words and figures](Hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - b) The Schedule of Requirements;
 - c) Scope of services/ the description of services.
 - d) The General Conditions of Contract;
 - e) The Special Conditions of Contract; and;
 - f) The Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the Tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

FOR THE CLIENT

Full name; _____
Title: _____
Signature;_____

Date; _____

FOR THE CONSULTANT

Full name_____ **Title:** _____
Signature;_____

Date; _____



REQUEST FOR REVIEW FORM

FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN
.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

REQUEST FOR REVIEW

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

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

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary



SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....
.....
.....
(Title) (Signature) (Date)
Bidder Official Stamp



**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 Procuring entity) and duly authorized and competent to make this statement.

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

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity).

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.

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

.....
.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

