



**REQUEST FOR PROPOSALS ('RFP') FOR PROVISION
OF PENSION SCHEME ADMINISTRATION SERVICES**

BY

KENYA INDUSTRIAL ESTATES LIMITED STAFF

RETIREMENT BENEFITS SCHEME (DC)

TENDER NO.KIE/RFP/03/2015-2016

INVITATION DATE:

FRIDAY, 15TH MAY, 2015

AND

CLOSING DATE:

TUESDAY, 9TH JUNE 2015 AT 10:00 A.M

Official Receipt No.....

THE SCHEME SECRETARY,

KENYA INDUSTRIAL ESTATES LIMITED STAFF

RETIREMENT BENEFITS SCHEME,

P.O. Box 78029-00507,

NAIROBI, KENYA,

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SECTION I - INVITATION FOR TENDERS

TENDERRFP.NO.KIE/03/2015-2016- PROVISION OF PENSION SCHEME ADMINISTRATION SERVICES

- 1.1 Kenya Industrial Estates Limited Ltd Staff Retirement Benefits Scheme (herein referred to as the Scheme) invites sealed tenders from eligible bidders for **PROVISION OF PENSION SCHEME ADMINISTRATION SERVICES**
- 1.2 Interested eligible bidders may obtain the detailed tender adverts and respective tender documents by visiting our **Website: www.kie.co.ke** and **IFMIS Kenya Suppliers Portal: supplier@treasury.go.ke** upon payment of the non-refundable fee(s) prescribed in the detailed tender documents as may be applicable. Payments shall be made in **Cash Only** at the KIE LTD cash office on normal working hours/days payable before the **closing date(s) and time(s)**. The Tenders shall be opened publically at **KIE LIMITED HEAD OFFICE'S CONFERENCE ROOM. The Scheme reserves the right to change the closing date(s) and time and the Bidders shall be notified through the approved channels of communication.**
- 1.2 A complete set of tender documents may be obtained by interested candidates **upon payment of a non-refundable fee of Kshs. 1,000.00** in cash only, **through Kenya Industrial Estates Limited Ltd, Finance/Cash Office.**
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in **Kenya Shillings** and **shall remain valid for 90 days** from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as follows

TENDER NO. KIE/02/2015-2016- PROVISION OF PENSION SCHEME ADMINISTRATION SERVICES
"DO NOT OPEN BEFORE 10:00 A.M.ON TUESDAY, 9TH JUNE 2015 AT 10:00 A.M.

Addressed To:
**THE SCHEME SECRETARY,
KENYA INDUSTRIAL ESTATES LIMITED STAFF
RETIREMENT BENEFITS SCHEME,
P.O. BOX 78029 - 0507,
NAIROBI.**

Alternatively, the completed tenders may be deposited at the Tender Box located at the Scheme's Office on Likoni Rd – Industrial Area, Nairobi by **10:00 A.M. on TUESDAY, 9TH JUNE 2015 AT 10:00 A.M.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Kenya Industrial Estates Limited Staff Retirement Benefits Scheme Headquarters on Likoni Rd, Industrial Area, Nairobi.

THE SCHEME SECRETARY

KIE LIMITED STAFF RETIREMENT BENEFITS SCHEME



SECTION II- INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the **Schedule of requirements**. 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 **The Company's employees, committee members, board members 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 Scheme to provide consulting services for the preparation of the Terms of References and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.2.2 The Scheme shall allow the tenderer to review the tender document free of charge before purchase.

2.2.3 A complete set of tender documents may be obtained by interested candidates **upon payment of a non-refundable fee of Kshs. 1,000.00** in cash only, **from Kenya Industrial Estates Limited Ltd, Finance Office.**

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers:-

- a) **Instructions to Tenderers**
- b) **General Conditions of Contract**
- c) **Schedule of Requirements**
- d) **Form of Tender**
- e) **Contract Form**
- f) **Confidential Business Questionnaire Form**
- g) **Tender security Form**
- h) **Integrity Declaration form**
- i) **Anticorruption declaration form**

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the **Scheme by post, fax or by email at the Company's address indicated in the Invitation for tenders.** The 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 the tenders, prescribed by the Company. Written copies of the Procuring entities response **(including an explanation of the query but without identifying the source of inquiry)** will be sent to all candidates who have received the tender documents.

2.4.2 The 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 Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Company, 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 and addendum.

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

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

2.6 Language of Tenders

2.61 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Company, 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

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

- a) **Instructions to Tenderers**
- b) **General Conditions of Contract**
- c) **Schedule of Requirements**
- d) **Form of Tender**
- e) **Contract Form**
- f) **Confidential Business Questionnaire Form**
- g) **Tender security Form**
- h) **Integrity Declaration form**
- i) **Anticorruption declaration form**

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer **shall indicate on the form of tender** the charges applicable and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated 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 quotation will be treated as non-responsive and will be rejected.

2.10 Tender Currencies

2.11.1 Prices shall be **quoted in KENYA SHILLINGS and all applicable taxes inclusive**

2.11 Tenderers Eligibility and Qualifications

2.11.2 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.

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

2.13 Validity of Tenders

2.13.1 **Tenders shall remain valid for 90 days** after date of tender opening pursuant. **A tender valid for a shorter period shall be rejected by the Scheme as non-responsive.**

2.13.2 In exceptional circumstances, the 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.

2.14 Format and Signing of Tenders

2.14.1 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall prepare two copies of the tender, clearly / marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15.4 Bidders shall submit their tenders in two separate envelopes clearly marked:

Envelope A (TECHNICAL BID) and
Envelope B (FINANCIAL BID)

2.15.5 The technical bid and the financial quotation shall be prepared in **indelible ink**. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.

2.15.6 For each tender the candidates shall prepare the tenders in the number of copies indicated in the special conditions of contract. Each **TECHNICAL BID and FINANCIAL TENDER** shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the tender, the original shall govern.

2.15.7 The original and all copies of the Technical bid shall be placed in a sealed envelope clearly marked **“TECHNICAL BID”**, and the original and all copies of the financial tender in a sealed envelope duly marked **“FINANCIAL TENDER”**.

2.15.8 Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked **“DO NOT OPEN before 10:00 A.M on TUESDAY, 9TH JUNE 2015 AT 10:00 A.M.”**

2.15.9 The inner and outer envelopes shall be addressed as follows:
TENDER NO. KIE/03/2015-2016- PROVISION OF PENSION SCHEME ADMINISTRATION SERVICES, “DO NOT OPEN BEFORE 10:00 A.M.ON TUESDAY, 9TH JUNE 2015AT 10:00 A.M.”

Addressed To:

**THE SCHEME SECRETARY,
KIE LTD STAFF RETIREMENT BENEFITS SCHEME,
P.O. BOX 78029-00507,
NAIROBI.**

2.15.10 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is **DECLARED “LATE”**.

KIE LIMITED STAFF RETIREMENT BENEFITS SCHEME



- 2.15.11 If the outer envelope is not sealed and marked as required, the Scheme will assume no responsibility for the tender's misplacement or premature opening.
- 2.15.12 The completed Technical bid and financial tenders must be delivered at the submission address on or before the time and date of the submission of the tenders indicated in the appendix to the instructions to candidates. Any tenders received later than the closing date for submission of tenders shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial tenders will bear the address of the candidate submitting the tenders.
- 2.15.13 After the deadline for submission of tenders the outer envelope and the technical tenders shall be opened immediately by the opening committee. The financial tenders shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical bids but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Scheme at the address specified not later than **TUESDAY, 9TH JUNE 2015 AT 10:00 A.M.**
- 2.16.2 The Scheme may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents 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.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the Scheme as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Scheme prior to the deadline prescribed for submission of tenders.

- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordingly. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.18 Opening of Tenders

- 2.18.1 The Scheme will open all tenders in the presence of tenderers' representatives who choose to attend, **AT 10:00 A.M** on **TUESDAY, 9TH JUNE 2015**, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderer's' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Scheme will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.
- 2.18.4 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately thereafter by the Technical Committee of the Scheme.
- 2.18.5 The Financial Proposal shall remain sealed and shall be placed back into the tender box until the evaluation of the Technical Proposals is completed. Thereafter, the Financial Proposals of those who have qualified will be opened publicly.
- 2.18.6 The successful bidders after technical evaluation may attend the public opening of financial bids.

2.19 Clarification of Tenders

2.19.1 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 of the tender shall be sought, offered, or permitted.

2.19.2 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.

2.19 Preparation of the Request For Proposal Document

THE TECHNICAL PROPOSAL

In preparing the Technical Proposal, bidders are expected to thoroughly examine the contents of this Request for Proposal (herein referred to as "RFP"). Material deficiencies in providing the information requested may result in rejection of a proposal.

While preparing the Technical Proposal, bidders must give particular attention to the following:

- Each firm is expected to present its own bid without associating with other administrators. Joint bids will automatically be disqualified.
- All key professional staff proposed for this assignment must be permanent employees of the bidding firm.
- Proposed professional staff must as a minimum, have the relevant experience in scheme administration.

The Technical Proposal shall provide the information requested adequately in the RFP document.

The Technical Proposal **SHALL NOT** include any financial information.

THE FINANCIAL PROPOSAL

The Financial Proposal shall provide for prices shall be quoted in **Kenya Shillings**.

2.22 Contacting the Scheme

2.23.1 No tenderer shall contact the 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 Scheme in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.23 Post-qualification

The Scheme will verify and determine to its satisfaction whether the bidder that is selected as having obtained the highest combined score is qualified to perform the contract satisfactorily.

PROVISION OF PENSION SCHEME ADMINISTRATION SERVICES

SECTION III- NEGOTIATIONS, AWARD OF CONTRACT AND CONFIDENTIALITY

- 3.1** Negotiations will be held at the submission address mentioned above. The aim is to reach an agreement on all points and to sign a contract.
- 3.2** Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Board of Trustees expect to negotiate a Contract on the basis of experts named in the proposal. Before contract negotiations, the Board of Trustees will require assurances that the experts will be actually available. The Board of Trustees may choose to visit the service provider at their premises.
- 3.3** The Board will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 3.4** To complete negotiations, the Board of Trustees and the selected firm(s) will initial the agreed Contract. If negotiations fail, the Board will invite the firm whose proposal received the second highest score to negotiate a Contract.
- 3.5** The Contract will be awarded following negotiations. After negotiations are completed, the Board of Trustees will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.

3.6 The Scheme's Right to accept or Reject any or all Tenders

3.6.1 The Scheme reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Company's action. If the Scheme determines that none of the tenders is responsive, the Scheme shall notify each tenderer who submitted a tender.

3.6.2 The 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.

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

3.7 Notification of Award

- 3.7.1 Prior to the expiration of the period of tender validity, the Scheme will notify the successful tenderer in writing that its tender has been accepted.

The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Scheme.

3.8 Corrupt or Fraudulent Practices

- 3.8.1 The 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.
- 3.8.2 The 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.
- 3.8.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

3.9 General Conditions of Contract

- 3.9.1 The selected firm(s) is (are) expected to commence the assignment upon signing of a contract for a term of five years, subject to an annual performance evaluation. The selected firm(s) will also enter into a Service Level Agreement (herein referred to as "SLA") with the Board of Trustees before commencement of contract term and shall be evaluated based on this SLA. The applicable general conditions of the contract will be as per the RBA's defined format.

SECTION IV: SCHEDULE OF REQUIREMENTS/TERMS OF REFERENCE

4.0 Introduction and Background of the Pension Scheme

4.1 KIE LIMITED Staff Retirement Benefits Scheme was established under irrevocable trust on **27th January, 1969**. The total Scheme membership as per the audited accounts of **31st December, 2013** stood at **259 members**.

- (a) The Scheme is currently governed by a supplemental Trust Deed and Rules dated the **30th June 2011** (hereinafter referred to as the **“Existing Trust Deed”**) converting the scheme from a Defined Benefits Scheme to a Defined Contribution Pension Scheme with effect from **1st July 2011**, as amended from time to time prior to the date hereof.
- (b) By a Deed of Adherence the **KENYA INDUSTRIAL ESTATES LIMITED**, which was then an associated company of **Industrial and Commercial Development Corporation**, adhered to the **Industrial and Commercial Development Corporation Retirement Benefits Scheme** (itself established by a Trust Deed dated **27th January 1969** hereinafter called the **“Old Scheme”**).
- (c) By the Trust Deed and Rules dated **1st July 1980** (hereinafter called the **“Original Trust Deed”**) the Founder, being no longer an associated company of **Industrial and Commercial Development Corporation**, established under irrevocable trusts declared thereby the **Kenya Industrial Estates Limited Retirement Benefits Scheme** (hereinafter called the **“Previous Scheme”**)

NB;

The scheme contains a merged portfolio of KIE Limited Staff Provident Fund and KIE Limited Staff Retirement Benefits Scheme which took effect in the financial year ended 2014. The total value for the merged scheme is approximately **Kshs 293 million as per the audited accounts for the period ended 31st December, 2013**.

4.2 The Trustees of the Scheme are reviewing their administrators and seek proposals from administrators for an active fund of **approximately Kshs 293 million invested in a guaranteed fund**. The Administrator, will be responsible for the administrative affairs of the Scheme.

4.3 Objectives of the Assignment

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

4.4 Description of the membership portfolio

This tender is for the Provision of Pension Scheme Administration Services. The Scheme had **Two Hundred and Fifty Nine (259) members as at 31st December, 2013.**

4.5 The Role of the Administrator: The Administrator shall:

1. Have all the powers necessary for the performance of its functions under the Act;
2. Be the principal advisor to the Trustees on regulatory compliance and governance matters;
3. Carry out daily administration of the affairs of the scheme in accordance with the provisions of the Act, scheme trust deed and rules and its amendments, any other relevant legislation in force and all other legal documents related to the scheme;
4. Liaise with the trustees, the Authority, the Department for the time being responsible for collecting domestic taxes and the scheme service providers in the course of administration of the scheme;
5. Offer advisory and training services to the trustees, members and the Sponsor on their rights and obligations in the scheme;
6. Avail the required data of the scheme to the service providers to enable preparation of statutory returns to the Authority;
7. Submit or cause to be submitted required statutory returns to the Authority;

8. Compute and pay benefits to the members and their beneficiaries directly as provided for in the law and the scheme rules;
9. Prepare the scheme budgets, cash flows and liquidity requirements as may from time to time be required;
10. Offer secretarial services to the Board of Trustees by organizing meetings, issuing notices for the same and taking minutes during the meetings;
11. Organize and call annual general or special meetings, take minutes and keep record of those meetings; and
12. Carry out all other functions stated in the instrument of appointment.
13. Have all the powers necessary for the performance of its functions under the Act.
14. Advise the trustees to ensure that the 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; and
15. Carry out all other functions stated in the instrument of appointment.
16. Collect, collate and maintain accurate data of all the assets of the Scheme, the service providers of the Scheme, the members, the beneficiaries and any other information necessary for the day to day administration of the Scheme;
17. Keep all proper books and records of account in respect to income, expenditure, liabilities and assets of the Scheme including preparing, cash flow and liquidity requirements as may from time to time be required;
18. Through the Scheme Secretary, collect, maintain and update retirement benefits data of each member;
19. Update the Sponsor, at least quarterly on all matters regarding the Scheme;
20. Report to the Authority, promptly, any unusual occurrence which could jeopardise the rights of the members and Sponsor of the

Scheme for example, if any contributions remain due for a period of more than thirty days;

21. Communicate regularly with the members with respect to the affairs of the scheme and to furnish them with annual membership benefits statements in accordance with the provisions of the law;
22. Ensure that all documents that bind the Trustees are professionally prepared and executed on a timely basis;
23. Attend meetings of the Trustees as and when convened by the Board of Trustees and present a report on the affairs of the Scheme including any other matters as may be required by the Trustees;
24. Ensure that audit of the Scheme's fund is conducted as required by the law and Trust Deed and Rules;
25. Remit to the Authority the requisite levy from the Scheme as provided for in the Retirement Benefits Act;
26. If requested, advise such members who retire on the available annuity providers to enable them purchase annuities at favorable rates; and Carry out all lawful tasks as may be instructed by the Trustees from time to time.

4.6 GENERAL SERVICE SPECIFICATIONS

Bidders are required to indicate against each service specification **“UNDERSTOOD AND WILL COMPLY”** or **“UNDERSTOOD AND WILL NOT COMPLY”**. Any other response in the column will be treated as **NON-RESPONSIVE**

Technical Specifications (Service and other key requirements)		Bidder’s Response (Demonstrate compliance)
1	Have all the powers necessary for the performance of its functions under the Act.	
2	Carry out daily administration of the affairs of the scheme in accordance with the provisions of the Act, scheme trust deed and rules and its amendments, any other relevant legislation in force and all other legal documents related to the scheme;	
3	Liaise with the trustees, the Authority, the Department for the time being responsible for collecting domestic taxes and the scheme service providers in the course of administration of the scheme;	
4	Offer advisory and training services to the trustees, members and the Sponsor on their rights and obligations in the scheme;	
5	Avail the required data of the scheme to the service providers to enable preparation of statutory returns to the Authority;	
6	Submit or cause to be submitted required statutory returns to the Authority;	
7	Compute and pay benefits to the members and their beneficiaries directly as provided for in the law and the scheme rules;	
8	Prepare the scheme budgets, cash flows and liquidity requirements as may from time to time be required;	
9	Offer secretarial services to the Board of Trustees by organizing meetings, issuing notices for the same and taking minutes during the meetings;	
10	Organize and call annual general or special meetings, take minutes and keep record of those meetings; and	
11	Carry out all other functions stated in the instrument of appointment.	

Technical Specifications (Service and other key requirements)		Bidder's Response (Demonstrate compliance)
12	Have all the powers necessary for the performance of its functions under the Act.	
13	advise the trustees to ensure that the 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; and	
14	Carry out all other functions stated in the instrument of appointment.	
	Keep all proper books and records of account in respect to income, expenditure, liabilities and assets of the Scheme including preparing, cash flow and liquidity requirements as may from time to time be required;	
15	Through the Scheme Secretary, collect, maintain and update retirement benefits data of each member;	
16	Update the Sponsor, at least quarterly on all matters regarding the Scheme;	
17	Report to the Authority, promptly, any unusual occurrence which could jeopardise the rights of the members and Sponsor of the Scheme for example, if any contributions remain due for a period of more than thirty days;	
18	Communicate regularly with the members with respect to the affairs of the scheme and to furnish them with annual membership benefits statements in accordance with the provisions of the law;	
19	Ensure that all documents that bind the Trustees are professionally prepared and executed on a timely basis;	
20	Attend meetings of the Trustees as and when convened by the Board of Trustees and present a report on the affairs of the Scheme including any other matters as may be required by the Trustees;	
21	Ensure that audit of the Scheme's fund is conducted as required by the law and Trust Deed and Rules;	

KIE LIMITED STAFF RETIREMENT BENEFITS SCHEME



	Technical Specifications (Service and other key requirements)	Bidder's Response (Demonstrate compliance)
22	Remit to the Authority the requisite levy from the Scheme as provided for in the Retirement Benefits Act;	
23	If requested, advise such members who retire on the available annuity providers to enable them purchase annuities at favourable rates; and Carry out all lawful tasks as may be instructed by the Trustees from time to time.	
24	Be the principal advisor to the Trustees on regulatory compliance and governance matters;	

Bidders are required to provide a clause by clause response to the specifications in the given format. Submit documents to be evaluated for suitability and award of marks.

4.7 Commencements

After Notification of Award, Negotiations (as may be applicable), acceptance and signing of contract, the contract shall take effect in the month of **September, 2015** on a date to be communicated in the duly signed contract.

Bidder's signature and stamp.....
Date.....

4.8 Bidder's experience requirements

Bidders are required to submit details of at least five (5) organizations where they have undertaken similar services in the format given below for reference purposes. Ensure you have provided reference letters from the organizations duly stamped by the relevant officer. The reference letters must be in the organizations' letter heads.

No	Contact information	Details
1	Name of Scheme	
	Name of contact person	
	Designation	
	Email address	
	Telephone number	
2	Name of Scheme	
	Name of contact person	
	Designation	
	Email address	
	Telephone number	
3	Name of Scheme	
	Name of contact person	
	Designation	
	Email address	
	Telephone number	
4	Name of Scheme	
	Name of contact person	
	Designation	
	Email address	
	Telephone number	
5	Name of Scheme	
	Name of contact person	
	Designation	
	Email address	
	Telephone number	

4.9 Evaluation Criteria

The tenderer shall be subjected to the following evaluation criteria in the selection of the most responsive bidder:-

Instruction to tender reference	Criteria description	Particulars of Appendix to instructions to tenderers
1.	Preliminary examination and responsiveness	<p>The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-</p> <ol style="list-style-type: none">1. Must be registered with Retirement Benefits Authority. A copy of the registration must be submitted.2. Must submit a copy of Valid Tax Compliance Certificate.3. Must submit a copy of Certificate of Registration/Incorporation.4. Duly filled Confidential Business Questionnaire in the format provided. <p>At this stage, the tenderer's submission will either be responsive or non-responsive.</p> <p>Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.</p>
2.	EVALUATION AND COMPARISON OF TENDERS The following criteria will be used in the evaluation of all potential suppliers. a) Technical Scores (T.S.) This section (Technical Evaluation) will carry a total of 100 marks . The documents submitted and demonstrated evidence will be evaluated for suitability and awarded marks.	

	CRITERIA	EVIDENCE	MARKS
3.	Detailed proposal and operation/Administration plan for the scheme to be provided.	Demonstrated by providing a clause by-clause response to the enlisted roles of the Administrator	3 marks per each clause with proof of demonstration; Zero marks for none (Max 30marks)
4.	Number of years in provision of retirement funds services		<ul style="list-style-type: none"> • 5 years and above-5Marks • Others prorated at: • Number of Years x 5 5 (Max 5marks)
5.	List and demonstrates five (5) contracts handled of a similar size or nature within the last five (5) years.	Signed contract documents/award letters, including recommendation letters from clients (public institutions) per each contract/award letter). At least one contract/award shall be with a government entity.	3 marks per each contract/award with respective recommendation letter; Extra 5mks for contracts/award and acceptance letter with recommendation from respective government entity; Zero marks for none (Max 35marks) .
6.	Financial strength	<ul style="list-style-type: none"> • Submit three latest audited accounts Submit last 6 months bank statements 	<ul style="list-style-type: none"> • Audited accounts (three years-3marks, None-0marks) • Last 6 months bank statement(2marks), None-0marks
	Physical facilities <ul style="list-style-type: none"> • Provide details of physical address and contacts - attach evidence 	Details of physical address and contacts with copy of title or lease documents with latest utility bills	3 marks

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	Total score	100 marks Pass mark 70%
	<ul style="list-style-type: none"> • Only bidders who score 70% and above will be subjected to financial evaluation • Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further. 	
	<p>b) Financial Evaluation</p> <ul style="list-style-type: none"> • The commercial evaluation and final ranking of the bids will take into consideration the scope of services in relation to the charges, scheme administration and other pertinent terms and conditions of the tender. • The Technical Committee of the Scheme will determine whether the financial proposals are complete. The cost of the items not priced shall be assumed to be included in others costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail. 	

SECTION V - STANDARD FORMS

Notes on the standard Forms

1. **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. **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.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Anticorruption declaration form** – used to declare commitments to ethical codes of requirements.
5. **Integrity Declaration Form** – used to declare commitments to integrity requirements.

FORM OF TENDER

To: _____
Date _____
Name and address of Company _____

Tender No. _____

Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Pension Scheme Administration Services under this tender in conformity with the said Tender document for the sum of
.....**[Total Tender amount in words and figures]. (You may customize this clause to accommodate rates/percentages or mode of billing the scheme.)**
2. We undertake, if our Tender is accepted, to provide the Pension Scheme Administration Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of**[number] 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that the Board of Trustees is not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2015

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

NB:

CONTRACT FORM

NB:

THE CONTRACT AGREEMENT will be duly signed between the successful bidder and the scheme in line with the **FORMAT approved BY THE RETIREMENTS BENEFITS AUTHORITY.**

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in **Part 1 and either Part 2(a), 2(b), or 2(c)** which ever applies 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.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details
	Shares		
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the Scheme–

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship	Details
	Shares			
1.
2.
3.
4.
5.

Date.....Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

IMPORTANT QUESTIONS:

Risk controls

General

- (a) What processes are in place to ensure that the Administrator and Trustees receive confirmation of receipt of contributions/other incomes?
- (b) How soon after the funds have been remitted to the custodian can the members' individual accounts be updated?
- (c) What processes are in place to ensure that the custodian receives prompt advise of a payment request in case a member exits from the Scheme upon notification from the Pension Secretariat? How soon is the custodian advised of such requests?
- (d) How soon after the end of the month are accounts prepared?
- (e) How would you ensure that potential non-compliance are addressed *ex ante*?
- (f) Please enclose a copy of a sample client agreement.

Service Capability

1. Do you use specific software to maintain and update your portfolio information? Is this system able to cope with local statutory as well as international reporting requirements?
2. Are your systems able to inter-face with other service providers?
3. Please confirm that you are able to provide the following:
 - (i) **Quarterly administration reports**
 - (ii) **Quarterly scheme accounts**
4. Approximately how long, the quarter ends, are you able to dispatch the relevant reports? Are you able to guarantee this?
5. Are you able to provide data and any other information requested by Trustees in an electronic format?

INTEGRITY DECLARATION

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering Company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility:-
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

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- a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
 7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

I/We/Messrs..... of Street, Building, P O Box.....
.....

Contact/Phone/E mail.....declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender Nofor or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

PROVISION OF PENSION SCHEME ADMINISTRATION SERVICES