



**TENDER DOCUMENT FOR THE PROVISION OF
SCHEME ADMINISTRATION SERVICES TO KENYA
REVENUE AUTHORITY STAFF PENSION SCHEME
FOR A PERIOD OF THREE (3) YEARS**

**TENDER NO.
KRA/HQS/NCB-010/2020-2021**

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900
WWW.KRA.GO.KE
NAIROBI, KENYA.**

CLOSING DATE:15th October, 2020 AT 11.00 AM

SEPTEMBER 2020

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SECTION I

INVITATION TO TENDER



Tender Notice

1. The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tenders:

NO.	DESCRIPTION	ELIGIBILITY	CLOSING DATE AND TIME AND VENUE
1	KRA/HQS/NCB-010/2020-2021: PROVISION OF SCHEME ADMINISTRATION SERVICES TO KENYA REVENUE AUTHORITY STAFF PENSION SCHEME FOR A PERIOD OF THREE (3) YEARS	OPEN	15 th October, 2020 11.00 AM TIMES TOWER

2. A complete set of tender documents detailing the requirements of the above tenders in English may be downloaded free of charge from the Kenya Revenue Authority website www.kra.go.ke
3. For assistance visit any KRA Procurement office Countrywide or email: eprocurement@kra.go.ke
4. Technical Qualification requirements; Refer to Section V of the bidding document.
5. Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings (or any other easily convertible currency) and shall remain valid for **335** days from the closing date of the tender.
6. Bids will be opened promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.
7. **Tenders must be accompanied by a security in the form and amount specified in the tender documents, and deposited in the Tender Box located on the Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi on or before 15th October, 2020 at 11.00 AM.** Tenders will be opened immediately thereafter in the Convention Centre on the 5th floor, Times Tower Building in the presence of candidates' representatives, who choose to attend. Tender Documents submitted after **15th October, 2020 at 11.00 AM** shall not be accepted for evaluation irrespective of circumstances.
8. Completed Tender documents should be submitted in plain sealed envelopes and clearly marked "**KRA/HQS/NCB-010/2020 -2021**" and addressed to:

Deputy Commissioner-Supply Chain Management
Times Tower Building, 21st Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
 website: www.kra.go.ke
 Email :eprocurement@kra.go.ke

Any canvassing or giving of false information will lead to automatic disqualification.

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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 Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The bid document shall be downloaded from the KRA

website free of charge.

2.4

Content of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers.

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire.

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

2.5

Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity 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.

2.6

Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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 amendment.

2.6.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders.

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the KRA, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential business questionnaire.

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price

Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.
- 2.10.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.10.6 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.10.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the KRA's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the KRA's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will

be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by the KRA; and
 - (c) a clause-by-clause commentary on the KRA's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 Tender Security of **KES. 150,000** valid for 365 days from tender closing date is required.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non-responsive.

2.15.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender

2.16 Format and Signing of Tender

2.16.1 The TECHNICAL AND FINANCIAL shall be COMBINED. The bidder 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the KRA at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE 15TH OCTOBER, 2020 at 11:00 AM.”**

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the KRA will assume no responsibility for the tender’s misplacement or premature opening.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the KRA will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Modification and Withdrawal of Tenders

2.18.1 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded.

2.18.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.

2.18.3 No tender may be modified after the deadline for submission of tenders.

2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7.

2.18.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 The KRA 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.

2.19 Opening of Tenders

2.19.1 The KRA will open all tenders in the presence of tenderers’ representatives who choose to attend, on **15TH OCTOBER, 2020 at 11:00 AM**” and in the location specified in the Invitation to Tender.

The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.

2.19.3 The KRA will prepare minutes of the tender opening.

2.20 Clarification of Tenders

2.20.1 To assist in the examination, evaluation and comparison of tenders the KRA 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.

2.20.2 Any effort by the tenderer to influence the KRA in the KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.21 Preliminary Examination

2.21.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.21.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

2.21.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.22 Conversion to Single Currency

2.23.1 Where other currencies are used, the KRA will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

- 2.23 Evaluation and Comparison of Tenders**
- 2.23.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.23.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.24 Preference**
- 2.24.1 Kenya Revenue Authority does not allow any margin of preference.
- 2.25 Contacting the Kenya Revenue Authority**
- 2.25.1 Subject to paragraph 2.21 no tenderer shall contact the KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.25.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.
- 2.26 Award of Contract**
- (a) Post-qualification**
- 2.26.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.
- 2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- (b) Award Criteria**
- 2.26.4 The KRA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the

contract satisfactorily.

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

(c) KRA's Right to Vary Quantities

2.26.5 The KRA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) KRA's Right to Accept or Reject Any or All Tenders

2.26.6 The KRA 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 KRA's action.

(e) Notification of Award

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

2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.27 Signing of Contract

2.28.1 At the same time as the KRA notifies the successful tenderer that its tender has been accepted, the KRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KRA.

2.28 Performance Security

2.29.1 Performance security of 10% is required for this tender.

2.29 Corrupt or Fraudulent Practices

2.31.1 The KRA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Revenue Authority of the benefits of free and open competition;

2.31.2 The Kenya Revenue Authority 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.

2.31.3 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is open to all eligible service providers related to this tender.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website <i>www.kra.go.ke</i>
2.13.1	Bid Validity Period is 335 days from closing date of this tender.
2.13.3	The technical specifications are given in pages 36 to 38.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.16.3	Bulky tenders which will not fit in the tender box shall be received by KRA in the Procurement Office on 21 st floor Times Tower Building.
2.17	<i>This tender is based on One (1) bid envelope system. The bidder is required to submit a bid which has combined technical and a financial proposal in one envelope.</i>
2.18.1	Time, date, and place for bid opening are: 11:00 hours local time, on 15th October, 2020. Place: <i>Times Tower Building</i> Street: <i>Haile Selassie Avenue</i> City: <i>Nairobi</i> Country: <i>Kenya</i>
2.20.1	Opening of tender documents will be done in public at the time of closing the tender.
2.22.1	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.

Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.23

The bid evaluation will take into account the completeness of bid and vendor evaluation will attribute to 40%, while technical evaluation will attribute to 60%.

Bidders must conform to the specific Technical Requirements in Section IV.

2.24

Preference

KRA will not grant a margin of preference for purposes of bid comparison.

2.28

The performance security required will be 10% of the Contract Value.

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
- (a) “The Contract” means the agreement entered into between the Procuring entity and the tendered, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the tendered under the Contract for the full and proper performance of its contractual obligations
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tendered is required to supply to the Procuring entity under the Contract.
 - (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
 - (e) “The Tendered” means the individual or firm supplying the Goods under this Contract.

3.2 Application

- 3.2.1 These General Conditions shall apply in all Contracts made by the KRA for the procurement installation and commissioning of equipment.

3.3 Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tendered.

3.4 Standards

- 3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tendered shall not, without the KRA’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the tendered in the performance of the Contract.
- 3.5.2 The tendered shall not, without the KRA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the KRA on completion of the Tenderer's performance under the Contract if so required by the KRA.

3.6 Patent Rights

The tendered shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the KRA's country.

3.7 Performance Security

- 3.7.1 Performance Security of 10% is required for this tender.

3.8 Inspection and Tests

- 3.8.1 The KRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The KRA shall notify the tendered in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tendered or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the KRA.
- 3.8.4 The KRA's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tendered shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tendered in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Indemnity

3.12.1 The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnitee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or wilful misconduct of such indemnitee

3.13 Payment

3.13.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.

3.13.2 Payments shall be made promptly by the KRA as specified in the contract.

3.14 Prices

3.14.1 Prices charged by the tendered for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tendered in its tender.

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

3.14.3 Where the cumulative value of all contract variations request should not result in an increment of the total contract price by more than twenty five (25%) of the original contract price.

3.14.4 The price or quantity variation shall be executed within the period of the contract; and

3.14.5 The request shall be processed by the procuring entity within 30 days of receiving the request.

3.15 Assignment

3.15.1 The tendered shall not assign, in whole or in part, its obligations to perform under this Contract, except with the KRA's prior written consent.

3.16 Subcontracts

3.16.1 The tendered shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tendered from any liability or obligation under the Contract.

3.17 Termination for Default

3.17.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:

- (a) if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the KRA;
- (b) if the tendered fails to perform any other obligation(s) under the Contract;
- (c) If the tendered, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.17.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.18 Liquidated Damages

3.18 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19 Resolution of Disputes

3.19.1 The KRA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve

amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.20 Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.21 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	The performance bond of 10% is required for this tender.
3.10	Delivery The Provision of Scheme Administration Services to Kenya Revenue Authority must be delivered at Times Tower at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Service Order (LSO). The Provision of Scheme Administration Services to Kenya Revenue Authority must be delivered at identified KRA Stations at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Service Order (LSO). The requirements may be adjusted by giving a short notice.
3.12	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made on quarterly basis within thirty (30) days from the date of delivery with provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
3.13	Prices Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender. No Contract shall be varied upwards with twelve (12) months from the date of signing of the Contract.
3.17	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the

performance bond. In this clause, “days” means calendar days.

3.18.1 **Resolutions of Disputes**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19 **Language and Law**

The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

SECTION V - SCHEDULE OF REQUIREMENTS

(a) Procurement Services

No.	Description	Delivery schedule
1	Provision of Scheme Administration Services for Three (3) years Period	Immediately after signing of contract.

(b) Instructions on Submission of Bids

- (i) The Tenderer must submit a one (1) envelope bid in the following format: Proposal comprising of the following documents presented in the order given:

<i>Section</i>	<i>Document</i>
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Power of Attorney
D	Business Registration Certificate/ Certificate of Incorporation
E	Key Staff Competency Profiles
F	Details of three major Clients
G	Tender Security
H	Valid Tax Compliance Certificate
I	Bidders Reference Site Form
J	Reference Letter from Bank
K	Submit Valid Tax Compliance Certificate
L	Valid Certificate of Registration as Scheme Administrators issued by the Retirement Benefits Authority (RBA),
M	Certified Audited and signed accounts for the last three (3) years
N	A valid Professional Indemnity Insurance Cover
O	Clause-by-Clause response to the requirements in Section V
P	Combined Technical and Financial Proposal

(ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

ORIGINAL TENDER (Combined Technical & Financial)
A KRA/HQS/NCB-010/2020-2021

COPY OF TENDER (Combined Technical & Financial)
B KRA/HQS/NCB-010/2020-2021

The envelopes shall then be sealed in an outer envelope and addressed to:

Commissioner General
Kenya Revenue Authority
P.O Box 48240 – 00100, Nairobi.

A. Tender Responsiveness Criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	Description of Criteria
1.	Submission of Tender Documents ▪Power of Attorney ¹ (exempt for sole proprietors)
2.	Company Profile ▪Attach copy of Registration of Business/Certificate of Incorporation ▪Duly filled, signed and stamped Confidential Business Questionnaire Form
3.	Reference from the Bank Valid Reference Letter from the Bank (at Least Within the last 6 (six) Month)
4.	Social Obligations Submit Valid Tax Compliance Certificate ²
5.	Valid Certificate of Registration as Scheme Administrators issued by the Retirement Benefits Authority (RBA),
6.	Certified Audited and signed accounts for the last three (3) years,
7.	A valid Professional Indemnity Insurance Cover worth Kenya Shillings One Hundred Million (Kshs. 100,000,000)
8.	Tender Security of KES. 150,000 valid for 365 days from tender closing date (i.e 14 th October 2021)

¹Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

² A Current Certificate of Compliance should be sought from the KRA in the case of local suppliers or agents. International bidders will be required to swear an affidavit to the effect that they have complied with taxation requirements in their count (where applicable).

B. Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential property managers.

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 40% of the total tender evaluation.

	Description of Criteria	Max. Score	Cut –Off score
1.	<p><u>Capability</u> <i>Academic & Professional Qualifications:</i> Qualifications and experience of key professionals to handle the assignment, their length of exposure and competence to undertake Actuarial Valuation, Research, Fund Accounting and Benefits Administration (<i>Provide CV's, Certified Academic and Professional Certificates for the key professional staff</i>)</p> <p>Team leader – An experienced pensions expert with a master degree in a business related field and over 15 years' pensions experience:</p> <ul style="list-style-type: none"> • 15 years' and above experience (3 marks) • 5- 9 years' experience (2 marks) • Below 5 years (0 mark) 	3	
	<p>Client relationship lead – An experienced pensions expert with a business related degree and at least 15 years' experience:</p> <ul style="list-style-type: none"> • 15 years' and above experience (2 marks) • 5 – 9 years' experience (1 mark) • Less than 5 years (0 mark) 	2	
	<p>Actuarial support – Lead actuary must have a degree in actuarial science or its equivalent and be a Fellow of the Institute of Actuaries or its equivalent, with at least 10 years' experience:</p> <ul style="list-style-type: none"> • 10 years and above experience (2 marks) • 5 – 9 years' experience (1 marks) • Less than 5 years' experience (0 marks) 	2	
	<p>At least (2) two other actuarial experts with bachelor's degree in actuarial science with at least six (6) years pensions experience: - 2 marks for each</p> <ul style="list-style-type: none"> • 6 years' and above experience (4 marks) • 2-5 years' experience (2 marks) • Less than 2 years' experience (0 mark) 	4	

	<p>Fund Accounting Support – At least two accounting experts with a business related degree, with 5 years & above pensions’ experience and CPA(K) qualification - 2 marks for each)</p>	4	
2.	<p>Experience/Reputation: Experience of the Firm in scheme administration activities; Provide proof of existence i.e. Certificate of Incorporation/RBA Certificate (5Marks)</p> <ul style="list-style-type: none"> • 10 Years and above experience (5 marks) • 5 – 10 years’ experience (3 marks) • Less than 5 years (0 marks) 	5	
3.	<p>References: Provide names, addresses, contact persons and respective portfolio values of at least four (4) Pension Clients with fund values of Kshs. 5 billion and above per client being administered. Attach Signed Recommendation Letters evidencing that the service was satisfactory supported by Signed Award Letter/ Signed Service Order/ Signed Contract. (20 marks) (5 marks each, for maximum 4 clients).</p> <p>Bidders are encouraged to fill Contracts Completed in The Last Five (5) Years Form (Page 40) and Schedule of On-Going Contracts Form (Page 41).</p>	20	
	Total Score	40	30

NOTE

The total score will be **40 marks** and a cut- off score of **30 marks** to be considered for bidders to proceed on technical evaluation.

C. Technical Evaluation Criteria

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 60% of the total tender evaluation.

The bidder must score **30 out of 40 marks** on technical requirements to be considered for pitch evaluation.

<i>N0</i>	<i>Technical Requirement Criteria</i>	<i>Scores</i>	<i>Cut off</i>
1.	Confirmation of understanding of the Scheme Administration assignment/Terms of Reference (5 marks) ,	5	
2.	Illustration of understanding of all investment markets and capacity to undertake research on the same periodically (6 marks) ,	6	
3.	An organizational Structure/Chart showing the business units including Scheme Administration and key personnel who will be assigned to provide the service (2 mark) ,	2	
4.	Methodology: Detail work plan and methodology on how the Scheme Administration will be carried out and how transition from the present administrator will be effected if need be. The description should address, but not be limited to the below issues:		
a.	Provide a detailed work plan and methodology on how the Scheme Administration will be carried out and how relevant registrations, receipt of contributions, withdrawals, payments, reports, training, investments and reporting procedures will be done. (4 mark) ,	4	
b.	The number of days or months the transition period will take. (3 marks)	3	
c.	The detailed procedures to be employed on the transition period to ensure all the facts and data pertaining to Kenya Revenue Staff Pension Scheme are transferred efficiently. (3 marks)	3	
5.	Administration & systems: Administration and Systems capacity with evidence or proof that it uses the most modern IT systems in the market and can at least do the following functions:		
a.	Be able to demonstrate the use of modern IT System in its daily Administration operations (2 Mark)	2	
b.	Disaster recovery plan (3 Marks)	3	
c.	The system should have a Compliance Module that red flags any compliance breaches and allows compliance from multiple angles, for example RBA (2 Marks)	2	
d.	Explain the Audit and Control systems including any defined user access and policy rights. (2 Marks)	2	

e.	An Administration System with online member access and Members' Mobile Access Application (5 Marks)	5	
f.	Customize reports to meet our needs as well as producing reports in real time (2 Marks)	2	
g.	Can be able to provide any information in various formats such as Word, Excel, PDF on request and flexibility for tailoring to suit further reporting (1 Mark)	1	
	TOTAL SCORES	40	30

N/B: The minimum total technical score required to be considered for Pitch (Oral Presentation) is 30 points and any proposal that fails to achieve this score shall be rejected. Bidders that meets the cut off score of 30 marks for the Technical Evaluation Criteria and above shall be called to pitch (oral presentation).

D. PITCH (ORAL PRESENTATION)

The bidders who passed preliminary evaluation stage, vendor evaluation stage and technical evaluation stage are required to demonstrate the Solution components. The following evaluation criteria shall be used to qualified bidders.

1.	Oral presentations shall entail: (Max- 20 marks)	Scores	Cut off scores
a)	The firm's understanding of the assignment.	5	
b)	The firm intends to execute the assignment.	5	
c)	Team composition.	5	
d)	Any other information that the interviewers may require. <i>(Information from the oral presentation will also be used as part of the technical evaluation process. The procuring entity reserves the right to incorporate elements from oral presentations in the final contract.)</i>	5	
	TOTAL SCORES	20	15

N/B: The minimum total score required to be considered for Financial Evaluation is 15 points and any proposal that fails to achieve this score shall be rejected. Bidders that meets the cut off score of 15 marks for Pitch (Oral Presentation) criteria and above shall be considered for Financial Evaluation.

Additional disclosure by the tenderer

The tendering firm must give disclosure of any on-going legal proceedings, investigations and /or adverse findings that may impact on its performance or reputation.

(E) Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/ Requirement	Cut Off Marks
Tender Responsiveness	Mandatory	Pass/Fail
Vendor Evaluation	40	30
Technical Evaluation	40	30
Pitch (Oral Presentation)	20	15
Financial Evaluation	Award shall be to the bid with the lowest evaluated bid price	
Totals	100	75

F. Financial Evaluation:

Minimum overall score required to pass is **75**.

Award shall be to the bid with the lowest evaluated bid price.

SECTION VI – TERMS OF REFERENCE

Particulars

This tender covers the Provision of Pension Scheme Administration Services for Kenya Revenue Authority Staff Pension Scheme for a period of three (3) years.

a) **Background**

Kenya Revenue Authority Staff Pension Scheme is a Defined Contribution Scheme with a fund value of approximately Kenya Shillings Twenty-Two Billion (Kshs. 22 billion) and total membership of 4,273.

The Scheme invites sealed tenders from eligible candidates for the provision of Scheme Administration Services for Three (3) years, effective date is the date of signing the contract.

The tenderer shall furnish information as part of its tender documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

b) **Overall Objective**

The overall objective is provision of Scheme Administration Services and Professional Advice to the Trustees of Kenya Revenue Authority Staff Pension Scheme.

c) **Expected Deliverables**

The expected deliverables include: -

1. Support in the daily administrative affairs of the Scheme in accordance with the provisions of the Retirement Benefits Act and the Regulations, the Income Tax Act, the Scheme Trust Deed and Rules, any other legislation in force, all documents related to the Scheme and any amendments to all such instruments;
2. 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 administration of the Scheme;
3. Maintaining and updating membership records including members' dates of birth, dates of joining the Sponsor's employment and the Scheme, earnings, contributions and accrued benefits
4. Calculating and advising on the benefits and tax payable in respect of members exiting the Scheme through Resignation, Retirement or Death,
5. Calculating and advising on the transfers - out of the Scheme,
6. Calculating and advising on the Retirement Benefits Levy payable by the Scheme at the end of every financial year as provided for in the Retirement Benefits Act.
7. Attending Trustees' Meetings as and when required and presenting Administration Status Reports and any other matters as may be required during such meetings,
8. Working closely and playing a liaison role with the Scheme's appointed service providers (that is, Custodian, Fund Managers and Auditors)
9. Carrying out day to day book-keeping of the Scheme including members' accounts (that is, amounts received from the Sponsor, amounts passed to the Custodian, benefits paid to members or beneficiaries, Scheme Expenses paid, Changes in membership and record keeping for the Scheme,

10. Carrying out any lawful instructions of the Trustees in respect of any other matters which in view of the Trustees will be for the welfare of the members including those who have withdrawn, died or retired, as well as their dependents,
11. Preparing and regularly submitting reports to Trustees (that is, on a monthly, quarterly, annually and ad hoc basis),
12. Where required, participate in the preparations for the Annual General Meetings, taking minutes and keep records of those minutes.
13. Advising the Trustees on the statutory requirements of the Retirement Benefits Act 1997, the Trustees Act 1982, the Income Tax Act Cap.470 (Retirement Benefits Authority Rules and Regulations) and any other relevant legislation and liaising with relevant organizations on behalf of the Trustees,
14. Analyzing the effects of new legislation and providing up-to-date knowledge of current trends and practices to the Trustees,
15. Undertaking periodical actuarial reviews of the Scheme,
16. Making recommendations for interest rate declaration annually and interim rate of interest to be set for the following period, with consideration to the performance of the Scheme's assets and liabilities,
17. Calculating and providing actuarial reserves for the members of the Scheme after the end of the financial year,
18. Preparing up-to-date benefit statements for all members of the Scheme including the deferred cases.
19. Providing recommendations on the Scheme's risk management and on the adequacy of the Employer's Contributions Rates,
20. Preparation of the Trustees annual report for review and inclusion in the annual scheme report and accounts,
21. Submitting the annual report and accounts to the Retirement Benefits Authority within the stipulated time in the Retirement Benefits Act, 1997,
22. Reviewing the Scheme's Trust Deed and Rules and making necessary recommendations to Trustees,
23. Preparation of the scheme annual reports and financial Statements and liaise with the scheme auditors on preparation of draft annual financial statement and disclosure requirements,
24. Drawing Deeds of Appointment and Retirement of Trustees,
25. Assisting the Trustees in obtaining of legal opinions on matters relating to the Scheme,
26. Preparing and submitting to the relevant authorities on behalf of the Scheme and the Trustees all such information and, reports as may from time to time be required under Income Tax Act, Retirement Benefits Act and any other laws and regulations,
27. Designing, updating and producing member information handbooks, rule summaries and materials for communicating to members, as required by the Trustees,
28. Advising the Trustees to ensure that the Fund Managers invest the Scheme Funds in compliance with the provisions of the Retirement Benefits Act, Investment Policy Statement, Scheme Trust Deed and Rule and other legislation in force,
29. Reporting to Trustees on a quarterly basis regarding the Scheme investments through: -
 - i. Independent performance checks,

- ii. Summary of performance by each Investment Manager and asset class against set benchmarks and peer comparisons,
 - iii. Calculation of consolidated performance of the Scheme against the set objectives of the Scheme,
 - iv. Summarizing of asset movement on a quarterly basis.
30. Providing action plan summarizing any investment related actions required,
 31. Analyzing and explaining Fund Management Reports and advising on format and type of information required,
 32. Advising on the appropriateness of benchmarks used,
 33. Summarizing any actions agreed and outlook discussed by Investment Managers at Trustees' Meetings and,
 34. When required, offer advisory and training services to the trustees, members and the Sponsor on their rights and obligations in the scheme,
 35. Carrying out all other functions stated in the instrument of appointment.

Terms of Payment of Scheme Administration Fees

Payment of Scheme Administration Fees will be on a **quarterly basis** in accordance with the signed Administration Agreement.

Technical Requirements:

This tender covers procurement of services; Provision of Pension Scheme Administration Services for Kenya Revenue Authority Staff Pension Scheme for a period of three (3) years.

The Table overleaf gives the minimum clause-by-clause technical requirements. Bidders are required to duly fill in the tables under the “Bidder’s Response” column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated **as non-responsive**.

Bidders should give a detailed methodology for Performing the Assignment. The Pension Manager should address how they will deliver the each of the services listed below. **Each clause will carry marks except where stated otherwise.**

<i>N0</i>	<i>Technical Requirement Criteria</i>	<i>Scores</i>	<i>Cut off scores</i>
1.	Confirmation of understanding of the Scheme Administration assignment/Terms of Reference (5 marks),	5	
2.	Illustration of understanding of all investment markets and capacity to undertake research on the same periodically (6 marks),	6	
3.	An organizational Structure/Chart showing the business units including Scheme Administration and key personnel who will be assigned to provide the service (2 mark),	2	

4.	Methodology: Detail work plan and methodology on how the Scheme Administration will be carried out and how transition from the present administrator will be effected if need be. The description should address, but not be limited to the below issues:		
a.	Provide a detailed work plan and methodology on how the Scheme Administration will be carried out and how relevant registrations, receipt of contributions, withdrawals, payments, reports, training, investments and reporting procedures will be done. (4 mark),	4	
b.	The number of days or months the transition period will take. (3 marks)	3	
c.	The detailed procedures to be employed on the transition period to ensure all the facts and data pertaining to Kenya Revenue Staff Pension Scheme are transferred efficiently. (3 marks)	3	
5.	Administration & systems: Administration and Systems capacity with evidence or proof that it uses the most modern IT systems in the market and can at least do the following functions:		
a.	Be able to demonstrate the use of modern IT System in its daily Administration operations (2 Mark)	2	
b.	Disaster recovery plan (3 Marks)	3	
c.	The system should have a Compliance Module that red flags any compliance breaches and allows compliance from multiple angles, for example RBA (2 Marks)	2	
d.	Explain the Audit and Control systems including any defined user access and policy rights. (2 Marks)	2	
e.	An Administration System with online member access and Members' Mobile Access Application (5 Marks)	5	
f.	Customize reports to meet our needs as well as producing reports in real time (2 Marks)	2	
g.	Can be able to provide any information in various formats such as Word, Excel, PDF on request and flexibility for tailoring to suit further reporting (1 Mark)	1	

D.	PITCH (ORAL PRESENTATION)		
1.	Oral presentations shall entail: (Max- 20 marks)		
a)	The firm’s understanding of the assignment.	5	
b)	The firm intends to execute the assignment.	5	
c)	Team composition.	5	
d)	Any other information that the interviewers may require. <i>(Information from the oral presentation will also be used as part of the technical evaluation process. The procuring entity reserves the right to incorporate elements from oral presentations in the final contract.)</i>	5	
	TOTAL SCORES	60	45

BIDDERS REFERENCE SITE FORM

PROJECT SUMMARY FOR EACH REFERENCE SITE

Please provide the following information on the listed reference clients;

1. Entity/Client Name:
2. Brief description of the clients business:
.....
.....
.....
3. Brief description of the project:
.....
.....
.....
4. Duration of project implementation (dates):
5. Value of the project:
6. Contacts of referee:
7. Contact person:
8. Title:
9. Telephone Contact: E-Mail Address:
10. Signed and stamped/sealed by bidder:
11. Name of the Authorized Person:
12. Designation:

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

NAME	PROPOSED POSITION	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION
1.			
2.			
3.			
4.			
5.			

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS FORM

Work performed on works of a similar nature, complexity and volume over the last 5 years.

PROJECT NAME	NAME OF CLIENT	FUND'S VALUE	CONTACT PERSON	CONTACT DETAIL

I certify that the above services were successfully carried out and completed by ourselves.

Title

Signature

Date

SCHEDULE OF ON-GOING CONTRACTS FORM

Details of on-going or committed projects, including expected completion date.

PROJECT NAME	NAME OF CLIENT	FUND'S VALUE	CONTACT PERSON	CONTACT DETAIL

I certify that the above services are currently being carried out by ourselves.

Title..... Signature..... Date.....

**DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH
THE TENDERER IS INVOLVED AS ONE OF THE PARTIES**

1. . _____
2. . _____
3. . _____
4. . _____
5. . _____
6. . _____
7. . _____
8. . _____
9. . _____
- 10 . _____

**SECTION VII - PRICE SCHEDULE FOR PROVISION OF SCHEME
ADMINISTRATION SERVICES.**

Name of Tenderer _____ Tender Number _____ Page _____ of _____

NO.	DESCRIPTION OF SERVICE	PERIOD OF THE CONTRACT	AMOUNT Fees (in Percentage % only) INCLUSIVE OF VAT
1.	Provision of Scheme Administration Services to Kenya Revenue Authority Staff Pension Scheme	Three (3) Years Period	

Notes:

1. *The prices shall be inclusive of all applicable taxes in Kenya.*
2. *The Indicated amount fees/rate shall remain unchanged throughout the three (3) years period.*
3. *The successful bidder shall be paid on quarterly basis.*

Bidder's Signature ----- **Official Stamp** -----

Date -----

SECTION VIII - STANDARD FORMS

Notes on the Sample 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 *Confidential Business Questionnaire Form -* This form must be completed by the tenderer and submitted with the tender documents.
- 3 *Tender Security Form -* When required by the tender documents the tender shall provide the tender securing declaration r in the form included herein any another format acceptable to the procuring entity.
- 4 *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.
- 5 *Bank Guarantee for Advance Payment Form-* When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 6 *Manufacturers Authorization Form-* When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER
Date _____
Tender No. _____
To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100, NAIROBI.
Gentlemen and/or Ladies:
1. Having examined the tender documents including Addenda
Nos. [insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provision of Scheme Administration Services to Kenya Revenue Authority Staff Pension Scheme for a period of three (3) years in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Revenue Authority .
4. We agree to abide by this Tender for a period of 335 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.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
Dated this _____ day of _____ 20 _____

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

	Part 1 – General
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road
	Postal Address Tel No. Fax E mail
1.4	Nature of Business.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers Branch
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin
	<ul style="list-style-type: none"> • Citizenship Details
	Part 2 (b) Partnership

2b.1	Given details of Partners as follows:
2b.2	Name Nationality Citizenship Details Shares
	1.....
	2.....
	3.....
	4.....
	Part 2 (c) – Registered Company
2c.1	Private or Public
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs.
	Issued Kshs.
2c.3	Given details of all Directors as follows
	Name Nationality Citizenship Details Shares
	1.....
	2.
	3.
	4.
	5
	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
3.2	If answer in ‘3.1’ is YES give the relationship.
3.3	Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint

	Ventures? Yes _____ No _____
3.4	If answer in '3.3' above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in '3.5' above is YES give details.
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
3.8	If answer in '3.7' above is YES give details:
3.9	(a) Have you offered or given anything of value to influence the procurement process? Yes _____ No _____ Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity? Yes _____ No _____ (c) Have your servants and/or agents offered any inducement to any member of the

	Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority. Yes _____ No _____
3.10	If answer in '3.9' a, b or c above is YES give details:
	Date Signature of Candidate

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

8.3 TENDER SECURING FORM

Whereas [*name of the tenderer*]

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[*signature of the bank*]

(*Amend accordingly if provided by Insurance Company*)

8.4 CONTRACT FORM
TENDER REF No: KRA/HQS/NCB-010/2020-2021
PROVISION OF SCHEME ADMINISTRATION SERVICES TO KENYA REVENUE AUTHORITY STAFF PENSION SCHEME FOR A PERIOD OF THREE (3) YEARS
THIS AGREEMENT made the _____ day of _____ 20 _____ between Kenya Revenue Authority [<i>name of Procurement entity</i>] of Kenya [<i>country of Procurement entity</i>] (hereinafter called “the Procuring entity”) of the one part and[<i>name of tenderer</i>] of [<i>city and country of tenderer</i>] (hereinafter called “the tenderer”) of the other part;
WHEREAS the Procuring entity invited tenders (supply of clean drinking water] and has accepted a tender by the tenderer for the supply of those clean drinking water in the sum of[<i>contract price in words and figures</i>] (Hereinafter called “the Contract Price).
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, sealed, delivered by _____ the _____ (for the Procuring entity
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____
(Amend accordingly if provided by Insurance Company)

8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[Date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER’S AUTHORIZATION FORM

To Kenya Revenue Authority

WHEREAS [name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.7 LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority
P.O Box 48240 – 00100,
Nairobi.**

To: _____

RE: Tender No. _____

Tender Name _____

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

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

Deputy Commissioner,
Procurement & Supplies Services,
Haile Selassie Avenue, Times Tower, 23RD FLOOR
Telephone: +254-020-2817022
Facsimile: +254-020-215809

FOR: **Commissioner-General**