



**BID DOCUMENT FOR THE PROVISION OF PENSION SCHEME ADMINISTRATIVE  
SERVICES FOR ATHI WATER WORKS DEVELOPMENT AGENCY**

**TENDER REF. NO: AWWDA/GOK/CS-06/2020**

**CHIEF EXECUTIVE OFFICER  
ATHI WATER WORKS DEVELOPMENT AGENCY**

**P.O BOX 45283-00100**

**NAIROBI**

**September, 2020**

## Table of Contents

	Page
INTRODUCTION .....	3
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS .....	5
APPENDIX TO INSTRUCTIONS TO TENDERERS....	20
Section III GENERAL CONDITIONS OF CONTRACT.....	23
Section IV SPECIAL CONDITIONS OF CONTRACT .....	29
Section V SCHEDULE OF REQUIREMENTS .....	31
Section VI STANDARD FORMS .....	38
1. FORM OF TENDER .....	38
2. PRICE SCHEDULES.....	39
3. CONTRACT FORM.....	40
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ...	41
5. TENDER SECURITY FORM .....	43
6. PERFORMANCE SECURITY FORM.....	44
7. LETTER OF NOTIFICATION OF AWARD .....	45

## INTRODUCTION

- 1.1 This standard tender document for procurement of fund administrative services has been prepared for use by public entities in Kenya in the procurement of all types of fund administrative services as per the Public Procurement and Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
  - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
  - (b) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.

## SECTION I - INVITATION FOR TENDERS

Date: 3<sup>rd</sup> September 2020

**TENDER REF. NO: AWWDA/GOK/CS-06/2020**

**TENDER NAME: PROVISION OF PENSION SCHEME ADMINISTRATIVE SERVICES FOR ATHI WATER WORKS DEVELOPMENT AGENCY**

- 1.1 The **AWWDA** invites sealed tenders from eligible candidates for **Provision of Pension Scheme Administrative Services for Athi Water Works Development Agency**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the procurement office, Athi Water Works Development Agency, Africa Re-Centre 3<sup>rd</sup> Floor, during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by all eligible interested registered administrators approved by the RBA upon payment of a non-refundable fee of **N/A** in cash or banker's cheque payable to **Chief Executive Officer, Athi Water Works Development Agency** or downloaded from the **AWWDA Website ([www.awwda.go.ke](http://www.awwda.go.ke))** for free.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the reception of Athi Water Works Development Agency, Africa Re Centre, 3<sup>rd</sup> Floor or be addressed to **Athi Water Works Development Agency, P. O Box 45283-00100 NAIROBI**, so as to be received on or before **18<sup>th</sup> September, 2020 at 12.00 Hours**.
- 1.6 Tenders will be opened immediately thereafter in the presence of the administrator's representatives who choose to attend at the Boardroom of **Athi Water Works Development Agency, P.O Box 45283-00100 NAIROBI**.

**CHIEF EXECUTIVE OFFICER**  
**ATHI WATER WORKS DEVELOPMENT AGENCY**

## SECTION II - INSTRUCTIONS TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	7
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	8
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	9
2.9 Tender Prices.....	9
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	10
2.13 Validity of Tenders.....	11
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	12
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	14
2.20 Preliminary Examination.....	14
2.21 Conversion to Single Currency.....	15
2.22 Evaluation and Comparison of Tenders.....	15
2.23 Contacting the Procuring Entity.....	16
2.24 Post-Qualification.....	16
2.25 Award Criteria.....	17
2.26 Procuring Entity's Right to Vary Quantities .....	17
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	17
2.28 Notification of Award.....	18
2.29 Signing of Contract.....	18
2.30 Performance Security.....	19
2.31 Corrupt or Fraudulent Practices.....	19

## 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 Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity'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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

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

The price to be charged for the tender document shall not exceed Kshs.1, 000/= (The Tender document can also be downloaded from the AWWDA website for free. The website is [www.awwda.go.ke](http://www.awwda.go.ke))

The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 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.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Terms of Reference
  - (vi) Form of Tender
  - (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) 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 Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. 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 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.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed N/A

## **2.5 Amendment of Tender Documents**

2.5.1 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 issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, 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) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 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) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8. Tender Form**

- 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 and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the 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, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

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



- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare **an original and a copy of the tender Technical and Financial proposals**, clearly marking each "**ORIGINAL TENDER-Technical**" and

Original **Tender-Financial** and **COPY OF TENDER-Technical** and **COPY OF TENDER-Financial,**” 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 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 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**Technical** and **-Financial**”. The envelopes shall then be sealed in an outer envelope. The bidders whose technical proposal shall meet the minimum scores during the evaluation shall be notified when financials will be opened. Those who do not meet the minimum technical scores, will have their financial proposals returned unopened. The Form of Tender should be sealed in the financial proposal envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity-Athi water works development agency, at the address given in the Invitation to Tender.
  - (b) bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE 18<sup>th</sup> September, 2020 at 12.00 Hours.** 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **18<sup>th</sup> September 2020 at 12.00 Hours.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity 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 procuring entity 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 Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. 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, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **18<sup>th</sup> September, 2020 at 12.00 Hours** 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 tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity 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.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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 Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity 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 Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

(a) Technical Proposal

(i) The Procuring entity requires that the tenderer to exhibit the technical capability to provide the required services satisfactorily by meeting the technical requirements as outlined in the technical proposal form. Failure to meet the minimum cut off points as outlined in the technical evaluation form will render the tender non-responsive and hinder the tenderer from proceeding to financial evaluation, thus leading to rejection of the tender.

(b) Financial Proposal

i. Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity 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 Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 The Procuring entity 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 Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

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

## **2.29 Performance Security: Applicable: 10% of the total contract sum.**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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



## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity-Athi water works development agency, should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

## Notes on Appendix to instructions to Tenderers

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

<b>Instruction to tender reference</b>	<b><i>Particulars of Appendix to instructions to tenderers</i></b>
2.1	All registered administrators by RBA who meet the required technical and financial capabilities.
2.12. Tender Security	All tenderers must submit a tender security of KShs. 500,000.00(Kenya Shillings Five Hundred Thousand only) from a bank. Tender security from insurance Companies recognized by PPRA will be accepted.
2.16.1	<b>18<sup>th</sup> September, 2020 at 12.00 Hours.</b>
2.18.1	<b>18<sup>th</sup> September, 2020 at 12.00 Hours.</b>

### 2.3.2 Evaluation Criteria

The evaluation shall be carried out in three (3) stages i.e. Preliminary Evaluation (Mandatory Requirements), Technical and Financial evaluation.

Technical shall carry 100%, Financial shall be based on price competitiveness and provision of required documents. Only registered administrators by RBA should participate in this tender

#### **1. (PRELIMINARY EVALUATION) MANDATORY REQUIREMENTS/CONDITIONS TO BE MET BY THE ADMINSTATOR**

During this stage, bidders' responsiveness to the tender mandatory requirements will be determined based on a "YES/NO" basis (implying compliance or non-compliance respectively). Only bidders that comply with ALL the mandatory requirements shall proceed to the technical evaluation.

1. Must be registered with the RBA for the current year 2020 and a copy of the current license be submitted as evidence.
2. Furnish the Board/Client with at least five (5) corporate firms whose pension schemes the administrator has managed in the last 5 years. Documentary proof must be attached with premium of fund value of at least KShs 300 million each.
3. Have working experience of at least 5 years as a Pension Scheme Administrator with references.

4. Must submit a copy of the audited accounts for the previous three years (2017, 2018 and 2019). Audit opinion must be unqualified.
5. Must have total number of management staff of at least 3 (No).
6. Submit the list of key staff with their curriculum vitae for the purpose of verifying relevant skills and experience.
7. Must submit copies of the following documents;
  - (a) KRA PIN Certificate for the organization (Certified)
  - (b) Valid Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation (Certified)
  - (d) Must have CR12 (Certified)
  - (e) Must have a trading license/Business Permit indicating location of operation/premises
8. Submit details of any past/current litigation and arbitration incidences encountered if any in the last three years on bidder's letter head. (certified by a commissioner for oaths)
9. Submit a written Power of Attorney on bidder's letter head.
10. Submit an Unconditional Tender security from a recognized Bank (or an Insurance approved by PPRA and IRA) of KShs. 500,000.00.

Only Administrators meeting ALL the mandatory requirements shall proceed for Technical evaluation.

## 2. **THE TECHNICAL EVALUATION SCORING TO BE APPLIED**

The Technical Evaluation shall comprise:

#	Criteria	(%)
1	<p><b>Administrator Experience</b></p> <p>The Bidder must demonstrate that they have the capacity to render the required service (provide details of experience of the company in its administration).</p> <p><b><u>Qualifications and experience of the firm (20 marks)</u></b></p> <p><i>i.</i> 5 years to 10 years (<b>10 marks</b>)</p> <p><i>ii.</i> 11 - 15 years (<b>15 marks</b>)</p> <p><i>iii.</i> Above 15 years (<b>20 marks</b>)</p>	<b>20</b>
2	<p><b><u>Operational Experience and References (30 marks)</u></b></p> <p>The Bidder must demonstrate the portfolio it has managed before to demonstrate that they have the capacity to render the required service. The bidder to provide five (5) letters of reference including the portfolio managed from its clients.</p> <p><b><u>References (15 Marks)</u></b></p>	<b>30</b>

#	Criteria	(%)
	<p>(i) Written and certified references from five existing clients with a fund value of at least KShs 300 million each (3 marks each)</p> <p>(ii) No written and certified references attached (0 marks)</p> <p>NB: - written and certified reference to be attached by the bidders</p> <p><b><u>Portfolio (15 Marks)</u></b></p> <p>(i) Below KShs 1.5 Billion (<i>2 marks</i>)</p> <p>(ii) Between KShs 1.5- 2 Billion (<i>5 marks</i>)</p> <p>(iii) Between KShs 2.0 – 4.0 Billion (<i>10 marks</i>)</p> <p>(iv) Above KShs 4.0 billion (<i>15 marks</i>)</p>	
3	<p><b><u>Key Staff Qualifications and Experience (30 marks)</u></b></p> <p>Considers the technical and professional skills of the Administrator, Legal and Financial expert with their Curriculum Vitae.</p> <p>Resumes of personnel to be involved in the Fund Administration to be included in the proposal as a Table of the Administration team members, their qualifications and experience in doing similar jobs.</p> <p><b>(i) The Administrator:</b></p> <ul style="list-style-type: none"> <li>• Must have at least a Master’s Degree in the field of Business Administration or its equivalent from a recognized university. (<i>2 Marks</i>)</li> <li>• Must have at least Bachelor’s degree in portfolio management or relevant field from a recognized university (<i>2 Marks</i>)</li> <li>• Trustee Development Programme of Kenya (TDPK) Certificate (<i>2 Marks</i>)</li> <li>• Minimum 5 years relevant experience (<i>2 Marks</i>)</li> <li>• Membership to a Professional body in good standing (<i>2 Marks</i>)</li> </ul> <p><b>(ii) Legal expert</b></p> <ul style="list-style-type: none"> <li>• Must have at least a Master’s Degree in the field of Business Administration or its equivalent from a recognized university. (<i>2 Marks</i>)</li> <li>• Must have at least Bachelor’s degree in Law from a recognized university. (<i>2 Marks</i>)</li> <li>• Minimum 5 years relevant experience (<i>2 Marks</i>)</li> </ul>	30

#	Criteria	(%)
	<ul style="list-style-type: none"> <li>• Membership to a Professional body in good standing (<i>2 Marks</i>)</li> <li>• Membership to Law Society of Kenya (LSK) (<i>2 Marks</i>)</li> </ul> <p><b>(iii)Financial Expert</b></p> <ul style="list-style-type: none"> <li>• Must have at least Bachelor’s degree in Finance or Accounting or Economics or its equivalent from recognized university. (<i>2 Marks</i>)</li> <li>• Professional qualifications (CPA, ACCA, or its equivalent) (<i>2 Marks</i>)</li> <li>• Minimum 5 years relevant experience (<i>2 Marks</i>)</li> <li>• Professional membership in good standing (<i>2 Marks</i>)</li> </ul>	
4	<p><b><u>Adequacy of the proposed Methodology (20 marks)</u></b></p> <p>The Bidder must provide an implementation plan which details how the service will be carried out. The project plan must have deliverables and time frames.</p> <ul style="list-style-type: none"> <li>(i) ICT and other Systems support including automation of operations</li> <li>(ii) Type of reports to be generated</li> <li>(iii) Capacity building for BOT and members</li> <li>(iv) Other value addition services and advise on industry trends and developments</li> </ul> <p>NB: - Each of the above responses attracts 5 marks</p>	<b>20</b>
	<b>Total Points</b>	<b>100</b>

**NB:-**

- Each responsive proposal shall be evaluated and awarded marks as shown above.
- Total minimum threshold = 70 %. To qualify for financial evaluation a bidder must score a minimum of 70 points (70%).

Only those who will score 70 out of 100 on technical evaluation shall proceed to the Financial evaluation.

### **3. FINANCIAL EVALUATION:**

Method of Selection:

The method of selection is Quality Cost Based Selection Method (QCBS). The weights given to the Technical and Financial Proposals are: T=0.8, and F=0.2 respectively.

- The lowest Financial Bid (Fm) will be given a financial score (Sf) of 100 points.
- The financial scores (Sf) of the other Financial Bids will be computed as indicated below:

$$Sf = \frac{\text{Value of Lowest Bid}}{\text{Value of the Bid of the firm}}$$

**The global score (GS)** will be calculated as follows:

$$GS = 0.2 \times FS + 0.8 \times TS$$

Bids will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (The weights given to the Technical and Financial Proposals are: T = 0.8, and F = 0.2 respectively):

$$S = St \times T\% + Sf \times P\% .$$

The tender will not be awarded to the lowest bidder, but to the overall most responsive evaluated bidder.

The firm achieving the highest combined technical and financial score will be invited for negotiations.

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

Table of Clauses

	Page
3.1 Definitions.....	23
3.2 Application.....	24
3.3 Standards.....	24
3.4 Use of Contract Documents and Information.....	24
3.5 Patent Rights.....	24
3.6 Performance Security.....	25
3.7 Delivery of Services and Documents.....	25
3.8 Payment.....	25
3.9 Prices.....	26
3.10 Assignment.....	26
3.11 Termination for Default.....	26
3.12 Termination for Insolvency.....	27
3.13 Termination for Convenience.....	27
3.14 Resolution of Disputes.....	27
3.15 Governing Language.....	28
3.16 Applicable law.....	28
3.17 Force Majeure.....	28
3.18 Notices.....	28

## 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 tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**



- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
  - a) Cash.
  - b) A Bank Guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
  - (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to

those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.6 Performance security	Applicable: 10% of the total contract sum
3.7 Delivery of Services	As per the Terms of Reference The contract period is for one year with an option of renewal for an additional one year subject to satisfactory performance. An evaluation of the performance will be done by the Client.
3.8 Payment	Within 30 days after date of invoice submission
3.9 Price adjustment	As per GCC
3.16 Applicable law	Law of Kenya
3.18 Notices	Chief Executive Officer Athi Water Works Development Agency, P.O Box 45283-00100, Nairobi.

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objective of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

# **TERMS OF REFERENCE FOR THE PROVISION OF PENSION SCHEME ADMINISTRATIVE SERVICES FOR ATHI WATER WORKS DEVELOPMENT AGENCY**

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## **1.0) Introduction**

Athi Water Works Development Agency, (AWWDA) is one of the nine (9) Water Works Development Agencies (WWDAs) established under the Ministry of Water and Sanitation. It was established under the Water Act 2016 vide Legal Notice No. 28 of 26<sup>th</sup> April 2019 with the following mandate;

- (i) Undertaking the development, maintenance and management of National Public Waterworks.
  - (ii) Operate the waterworks and provide water services as a water service provider, until such a time as responsibility for the operation and management of waterworks are handed over to a county government, joint committee, authority of county government or water services provider.
  - (iii) Provide reserve capacity for purposes of providing water services where the Regulatory Board orders the transfer of water services functions from a defaulting water services provider to another licensee.
  - (iv) Provide technical services and capacity building to such county government and water providers.
  - (v) Provide to the cabinet secretary technical support in discharge of his or her functions under the constitution the Water Act 2016.
- 
- (a) AWWDA Staff Pension Scheme is a Defined Contribution Pension Scheme established under irrevocable trust. The total Scheme membership as at 30th June 2020 stood at 64 and 13 deferred members.
  - (b) The Trustees of the Scheme have reviewed the Fund Administration agreements and seek proposals from fund Administrators for an active multi-asset fund of approximately KShs 194.5 Million. The Fund Administrator shall administer the affairs of the scheme as per trust deed and rules that will be approved in accordance with the terms and conditions of service specified in the instrument of appointment as stipulated by the Retirement Benefits Act, 1997.
  - (c) The Scheme will select one Fund Administrator among those invited to submit proposals, in accordance with the method of selection set out in this Request for Proposals (RFP) document.
  - (d) The bidders are invited to submit a Technical Proposal and a Financial Proposal, for Scheme fund Administration services as specified in this document. The proposals will be the basis for negotiations and ultimately for a signed Contract with the selected firm(s).
  - (e) To obtain information on the Scheme or to seek any clarifications, bidders are requested to liaise with the Head of Supply Chain Management AWWDA, before



submitting the proposal. All queries should be submitted at least 7 days before the deadline for tender submission.

- (f) At any time prior to the deadline of the submission of tenders, the Board of Trustees, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender documents by issuing an addendum. All prospective bidders who have obtained the tender documents will be notified of the amendment by email and such an amendment will be binding on them. The Board of Trustees, at its discretion, may extend the deadline for submission of tenders.
- (g) The tenders shall remain valid for 90 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the Trustees as being non-responsive.
- (h) Please note that:
  - (i) The costs of preparing the proposal and of negotiating the contract, including any visits to the Scheme office shall be met by the bidder;
  - (ii) The Trustees are not bound to accept any of the proposals submitted.

## **2.0) Objective of the Assignment**

The objective of the assignment is to appoint an administrator to provide fund administration services to the AWWDA Staff pension Scheme in an efficient manner.

## **3.0) The key duties and responsibilities to be addressed by the selected Fund Administrators(s) include:**

- (a) Carry out the daily administration of the affairs of the Scheme in accordance with the provisions of the Act and the Regulations, the Income Tax Act, the Trust Deed and Rules
- (b) Reconciliation of contributions received on a monthly basis.
- (c) Maintenance of membership records of all types required for running of the scheme, including records of date of birth, date joined the scheme, date joined company, earnings, accrued benefits and options elected.
- (d) Compute and pay benefits to the members and their beneficiaries in line with the scheme's rules (i.e. Withdrawals, retirement, deaths) directly as provided for in the law and the scheme rules.
- (e) Applying of tax directives, deducting and remitting of all taxes due for all scheme operations
- (f) Attend meetings of the Board of Trustees as and when invited by the Trustees and present a report on the affairs of the Scheme including any other matters as may be required by the Trustee.
- (g) Facilitate the audit of the scheme's fund as required by the law and Trust Deed and Rules.

- (h) Offer advisory and training services to the Trustees, members and the Sponsor on their rights and obligations in the Scheme, and any other relevant areas.
- (i) Remitting levies due by the scheme to the Retirement Benefits Authority (RBA) where applicable
- (j) Provide assistance to the Board of Trustees in ensuring that all other service providers are providing their services in compliance with the provisions of the Act, Regulations, Trust Deed and Rules, relevant legislation and service agreements in force.
- (k) Offer secretarial services to the Trustees by, among other things, organizing BOT meetings, Annual General Meetings and other meetings, by issuing notices for the same, taking minutes during the meetings and keeping records of the same.
- (l) Advise such members who retire on the available annuity/Income draw-down providers to enable them purchase annuities/income draw down at favorable rates, from time to time.
- (m) Ensure that the scheme fund is at all times managed in accordance with the Act, any regulations made thereunder, the scheme rules and any directions given by the Chief Executive Officer of the Retirement Benefits Authority.
- (n) Take reasonable care to ensure that the management of the scheme is carried out in the best interests of the members and sponsors of the scheme.
- (o) Facilitate access to information for members and Trustees using various platforms as may be required.
- (p) Undertake any other relevant tasks as may be instructed by the Trustees from time to time.

#### **4.0) Accounting Duties includes: -**

- (a) Maintaining scheme accounts and records in a satisfactory manner and in accordance with the act and its regulations
- (b) Preparing and submitting the necessary information and other financial returns as may be required by the relevant statutory authorities
- (c) Preparing the necessary financial documents and making the necessary arrangements for the annual statutory audit of the scheme
- (d) Facilitating the audit of the scheme by providing all required information and support to the scheme's auditors
- (e) Checking and reconciling statements from investment managers and scheme custodian quarterly and at the end of financial year.

#### **5.0) Duties of Legal Nature**

Where applicable

- (a) To prepare or review the trust deeds and rules of the scheme

- (b) To prepare or review all required amendments to the Trust Deed and Rules of the scheme.
- (c) To draw deeds of appointments and retirement of trustees
- (d) Where agreed with the trustees of the scheme, to assist in obtaining legal opinion on matters relating to the scheme
- (e) To ensure all relevant scheme documents are filed and registered in compliance with the relevant laws and regulations

## **6.0) Scope of Work**

The scope of the assignment shall entail but not limited to all duties of a pension scheme administrator. The Administrator is firstly expected to undertake the following activities: -

- (a) Develop the Trust Deed and Rules
- (b) Register the pension scheme with RBA on behalf of the Sponsor and the Trustees
- (c) Seek necessary approvals for registration of the scheme
- (d) Seek necessary and appropriate tax exemptions for the scheme
- (e) Run the scheme in line with its general objectives provided in part (2.0) here-above.

## **7.0) Methodology**

The Bidder will be expected to provide an implementation plan with details on how the service will be carried out indicating appropriate systems and processes to be adopted in carrying out the exercise, all reports expected, capacity building plans and other value addition services to AWWDA.

## **8.0) Expected Outputs/Deliverables**

The expected outputs are as outlined in the key duties, accounting duties and legal duties.

## **9.0) Duration and Timing**

The duration for the engagement for the Fund Administrator will be a three (3) year contract with a possibility of renewal subject to satisfactory performance.

## **10.0) Counterpart Staff**

The Administrator shall report to the Chairperson of the Board of Trustees for the Scheme to ensure that smooth and timely delivery of the AWWDA Pension Scheme Administration and also transfer of skills for sustainability of the entire process.

## **11.0) Required Skills and Competencies**

### **(a) Firms experience**

- (i) Interested firms are required to have a minimum of 5 years of relevant experience.

- (ii) Description of Five (5) similar assignments carried out within the last five (5) years, with five (5) references of the client organization as well as respective contact persons.

**(b) Key Staff**

The qualifications and skills required include but are not limited to:

- i. The Administrator:**
- Must have at least a Master's Degree in the field of Business Administration or its equivalent from a recognized university.
  - Must have at least Bachelor's degree in portfolio management or relevant field from a recognized university
  - Trustee Development Programme of Kenya (TDPK) Certificate
  - -Minimum 5 years relevant experience
  - Membership to a Professional body in good standing
- ii. Legal expert**
- Must have at least a Master's Degree in the field of Business Administration or its equivalent from a recognized university.
  - Must have at least Bachelor's degree in Law from a recognized university.
  - Minimum 5 years relevant experience
  - Membership to a Professional body in good standing
  - Membership to Law Society of Kenya (LSK)
- iii. Financial Expert**
- Must have at least Bachelor's degree in Finance or Accounting or Economics or its equivalent from recognized university.
  - Professional qualifications (CPA, ACCA, or its equivalent)
  - Minimum 5 years relevant experience
  - Professional membership in good standing

**12.0) Fund Administrator's Responsibilities**

The Administrator shall be expected to:

- (i) Provide all necessary facilitators for trainings, sensitization of Trustees and members and any other required expertise.
- (ii) Facilitate provision of transport, accommodation and related allowances to its staff and ensure that they are on venue for all planned meetings thereafter claim the expenses from the client

**13.0) Client Responsibilities**

The client shall:

- (i) Provide all available information and relevant documentation to the Fund Administrator as and when required.
- (ii) Make all the necessary logistical arrangements for training and session venues for members including AGMs.
- (iii) Meet the cost of transport and accommodation and other allowances to the Administrator or its representatives attending all planned meetings outside the AWWDA premises.

**SECTION VI – STANDARD FORMS**

**Form of Tender**

To: Name and address of procuring entity

Date \_\_\_\_\_  
Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document 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 provide the Insurance Cover 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 you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**Price Schedule Form for the Financial Proposal**

**PRICE SCHEDULE**

ITEM NO.	DESCRIPTION OF SCHEME ADMINISTRATION SERVICES	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
<b>Sub Total</b>		
Add 14% VAT (if applicable)		
<b>GRAND TOTAL</b> (To the of Form Tender/ Letter of Bid)		

Name and Signature of Authorized Signatory:

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
[name of Procurement entity] of \_\_\_\_\_ [country of Procurement entity]  
(hereinafter called “the Procuring entity”) of the one part and  
[name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter  
called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a  
tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in  
figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the Medical Insurance cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_  
\_\_\_\_\_



**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the 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 \_\_\_\_\_ 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 company –

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

## Tender Security Form

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender.

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**Performance Security Form**

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply .....  
*[description of insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

**Letter Of Notification Of Award**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

**CHIEF EXECUTIVE OFFICER  
ATHI WATER WORKS DEVELOPMENT AGENCY**