

THE KENYA NATIONAL EXAMINATIONS COUNCIL



KNEC STAFF RETIREMENT BENEFITS SCHEME 2011 PROVISION OF SCHEME AUDIT SERVICES

TENDER NO: KNEC/GA/2016/2017/037

CLOSING DATE: 7TH DECEMBER, 2016 AT 10.00A.M.

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SECTION I - INVITATION FOR TENDERS

The KNEC invites sealed tenders from eligible Scheme providers for **Provision of Audit Services** for the Staff Retirement Benefits Scheme for year 2017. The Pension Scheme was established under an irrevocable trust in 1989 as a Defined Benefit Scheme. However, on 1st July 2011 was converted into a Defined Contribution Pension Scheme and is managed by Trustees under a Trust Deed and Rules and the Retirement Benefit Authority Act 1997 and Regulations. The aim of this tender is to source for:-

- 1.1 Scheme Audit services for Staff Retirement Benefits Scheme for 2017.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at KNEC Office at NHC Building, during normal office working hours.
- 1.3 A complete set of tender documents will be obtained by interested candidates from KNEC web site.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for the year 2017 from the closing date of the tender.
- 1.5 Tender bids in plain sealed envelope indicating the tender number and bearing no indication of the Tenderer should be addressed to:

**The Ag Chief Executive Officer
Kenya National Examinations Council
P O Box 73598 – 00200
NAIROBI**

- 1.6 And placed in the **Tender Box** on **6th Floor** of the **NHC Building, Nairobi** or sent by post so as to reach the above address not later than **Wednesday 7th December, 2016** at **10.00 am**.
- 1.7 Submitted documents will be opened publicly in the **Conference Room** on **7th Floor, NHC Building** soon after the above stated closing date and time in the presence of the Tenderers or their representatives who choose to attend. Late bids will be returned unopened.
- 1.8 The Kenya National Examinations Council and the Board of Trustees reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to the lowest or any tender.

Ag. CHIEF EXECUTIVE OFFICER

INFORMATION TO TENDERER/SCHEME ADMINISTRATOR

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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 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 Kenya National Examinations Council Staff Retirement Scheme'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 Kenya National Examinations Council Staff Retirement Scheme to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya National Examinations Council Staff Retirement Scheme, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The Kenya National Examinations Council Staff Retirement Scheme 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) Staff Retirement Benefits Scheme Audit Services

- (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
- (xiii) Request for Review 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 Kenya National Examinations Council Staff Retirement Scheme by post, fax or by email at the Kenya National Examinations Council Staff Retirement Scheme's address indicated in the Invitation for tenders. The Kenya National Examinations Council Staff Retirement Scheme will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the Kenya National Examinations Council Staff Retirement Scheme. 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 Kenya National Examinations Council Staff Retirement Scheme shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Kenya National Examinations Council Staff Retirement Scheme, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by 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 Kenya National Examinations Council Staff Retirement Scheme, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya National Examinations Council Staff Retirement Scheme, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

- (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. Form of Tender

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

Prices shall be quoted in Kenya Shillings and will be inclusive of all taxes.

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 Kenya National Examinations Council Staff Retirement Scheme's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security (Not Applicable)

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 Kenya National Examinations Council Staff Retirement Scheme 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 of;

- 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 Kenya National Examinations Council Staff Retirement Scheme 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 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya National Examinations Council Staff Retirement Scheme as non-responsive.
- 2.13.2 In exceptional circumstances, the Kenya National Examinations Council Staff Retirement Scheme may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. 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, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for 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 "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Kenya National Examinations Council Staff Retirement Scheme 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 **Wednesday 7th December, 2016 at 10.00 A.M.**”
- 2.15.3 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”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme at the address specified under paragraph 2.15.2 not later than **Wednesday 7th December, 2016 at 10.00 A.M.**
- 2.16.2 The Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the Kenya National Examinations Council Staff Retirement Scheme as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya National Examinations Council Staff Retirement Scheme prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in 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 Kenya National Examinations Council Staff Retirement Scheme will open all tenders in the presence of tenderers' representatives who choose to attend, at KNEC boardroom on **Wednesday 7th December, 2016 at 10.00 A.M.** 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 Kenya National Examinations Council Staff Retirement Scheme, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Kenya National Examinations Council Staff Retirement Scheme will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Kenya National Examinations Council Staff Retirement Scheme may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Kenya National Examinations Council Staff Retirement Scheme in the Kenya National Examinations Council Staff Retirement Scheme'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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Kenya National Examinations Council Staff Retirement Scheme's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Kenya National Examinations Council Staff Retirement Scheme and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

Where other currencies are used, the Kenya National Examinations Council Staff Retirement Scheme will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Kenya National Examinations Council Staff Retirement Scheme will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Kenya National Examinations Council Staff Retirement Scheme'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) Operational Plan

- (i) The Kenya National Examinations Council Staff Retirement Scheme requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

- (ii) A tender offering to perform longer than the Kenya National Examinations Council Staff Retirement Scheme's required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule**

- (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.
- (ii) The Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Kenya National Examinations Council Staff Retirement Scheme on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's

tender, in which event the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 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. Kenya National Examinations Council Staff Retirement Scheme's Right to accept or Reject any or all Tenders

2.26.1 The Kenya National Examinations Council Staff Retirement Scheme reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya National Examinations Council Staff Retirement Scheme's action. If the Kenya National Examinations Council Staff Retirement Scheme determines that non of the tenders is responsive, the Kenya National Examinations Council Staff Retirement Scheme shall notify each tenderer who submitted a tender.

2.26.2 The Kenya National Examinations Council Staff Retirement Scheme shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about is 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme notifies the successful tenderer that its tender has been accepted, the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme.
- 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 (Not required on audit services)

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Kenya National Examinations Council Staff Retirement Scheme.
- 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Kenya National Examinations Council Staff Retirement Scheme will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

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- 3.18 Notices

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 Kenya National Examinations Council Staff Retirement Scheme and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (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 Kenya National Examinations Council Staff Retirement Scheme under the Contract.
- (d) “The Kenya National Examinations Council Staff Retirement Scheme” 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” mean 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

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

3.3. Standards

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 Kenya National Examinations Council Staff Retirement Scheme'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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme'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 Kenya National Examinations Council Staff Retirement Scheme and shall be returned (all copies) to the Kenya National Examinations Council Staff Retirement Scheme on completion of the contract's or performance under the Contract if so required by the Kenya National Examinations Council Staff Retirement Scheme.

3.5. Patent Rights

The Contractor shall indemnify the Kenya National Examinations Council Staff Retirement Scheme against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security (Not required under this category)

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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

Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme, 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 Kenya National Examinations Council Staff Retirement Scheme'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 Kenya National Examinations Council Staff Retirement Scheme within 30 days of receiving the request.

3.10. Assignment

The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya National Examinations Council Staff Retirement Scheme's prior written consent.

3.11. Termination for Default

3.11.1 The Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Kenya National Examinations Council Staff Retirement Scheme has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya National Examinations Council Staff Retirement Scheme.

3.13. Termination for Convenience

3.13.1 The Kenya National Examinations Council Staff Retirement Scheme by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the 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 Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme 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

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

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

3.17 Force Majeure

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

3.18 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

4.1 Undertake statutory audit of the Scheme.

- 4.1.1 Provide professional advice on the internal controls and general operational system of the Scheme.
- 4.1.2 Ensure that the Scheme Accounts and Financial Statements are prepared in accordance with the International Financial Reporting Standards and the Provisions of Retirement Benefits Authority Act, 1997 and the Regulations there under.

4.2 Notes on Special Conditions of Contract

4.2.1 Firm Profile

Please provide a brief description of your firm's history, ownership structure and the main objects and main business areas (Not more than two pages).

4.2.2 Personnel

- (a) Please provide the following information in respect of your (a) audit personnel in Kenya: -
 - (i) Total employees split as.
 - (ii) Client Service/Marketing
 - (iii) Administrators
 - (iv) Other Professionals
 - (v) Other full-time employees.
 - (vi) Overseas Professionals (if applicable).
- (b) Provide an organizational flow chart and an organ gram of the firm.
- (c) Please give an indication of turnover of personnel and specify the number of personnel who have left and joined over the last three years.

4.2.3 Professional Indemnity

- a) Does your company have in place Professional Indemnity insurance?
- b) If yes, please state the amount of cover and the name of the insurer. Include a copy of the cover.

4.3 Funds under Audit

4.3.1 Please provide the following information for the funds under Audit:

Size of funds in Kes..	<500m	500m – 1bn	1bn – 2bn	>3bn	Total
Number of segregated pension/provident funds					
Total Value					

4.3.2 Please also provide the following information for the funds under Audit in the form of a table: -

Value in Kes. of:

- (i) Government securities (treasury bills and bonds)
- (ii) Equity stock quoted on the NSE
- (iii) Unquoted Stock
- (iv) Fixed-income securities
- (v) Corporate bonds
- (vi) Commercial Paper
- (vii) Direct property holdings
- (viii) Offshore equity investments
- (ix) Offshore fixed-income investments
- (x) Cash
- (xi) Other (please specify)

For the last 5 Years to 30 September 2016.

4.4 SCOPE OF THE WORK

Undertake statutory audit of the Scheme.

4.4.1 Provide professional advice on the internal controls and general operational system of the Scheme.

4.4.2 Perform quarterly system audits

4.4.3 Ensure that the Scheme Accounts and Financial Statements are prepared in accordance with the International Financial Reporting Standards and the Provisions of Retirement Benefits Authority Act, 1997 and the Regulations there under.

SECTION V - EVALUATION OF BIDDERS

5.1 Provide the following:

- 5.1.1 The required information and copies of the documents requested for in Preliminary Evaluation items as outlined in the table below.
- 5.1.2 All documentation and information required should be as outlined under this section, The above items will be used to evaluate the bidders and select the winning bidder as per the criteria below.

5.2 EVALUATION CRITERIA SUMMARY

EVALUTION CRITERIA	SCORE/ PARTICULARS PROVIDED
Mandatory Requirements	YES/NO
Corporate Structure	45
General Considerations	10
TOTAL	100

5.2.1 MANDATORY REQUIREMENTS

Criterion	Particulars Provided (YES/NO)
Name of bidder	
Registered office	
Postal address	
Telephone/fax number	
Email address	
Certificate of incorporation	
RBA certificate of registration	
CMA Certificate of registration	
PIN certificate	
Audited accounts for last three years	
Valid Business License	
Tax compliance certificate	
VAT registration certificate	
Professional Indemnity cover	

5.3.3 TECHNICAL EVALUATION

a) Corporate structure and specific experience of the consultant

(Marks 45)

	Criteria	Particulars provided	Scores
1	The profile of the firm		
2	Your experience in providing Audit of Pension Schemes		
3	List of current clients (at least clients with the asset base of over KShs 3 billion).		
4	Letter of undertaking authorizing the Scheme to obtain confidential information concerning your company from your clients.		
5	List of your new clients over the last 3 years. Please provide the fund size of the Scheme's you gained		
6	List of the clients you lost over the last 3 years.		
7	Please provide the fund size of the Scheme's you lost in the last three years		
8	Reference Letters from your current clients.		
9	Academic and professional qualifications of directors-		
10	Any Value added services you are likely to provide		
11	Your methodology and approach to providing the above mentioned services.		
12	How you are likely meet the new regulations published by he Retirement Benefit Authority.		

b) Qualification & Competence of Key Staff for the assignment

(45MARKS)

	Criterion	Particulars provided	Scores
1	Staff Complement of Organization		
2	Experience of staff (cumulative years)		
3	Appropriate qualification of the team		
4	Service with company (cumulative years)		
5	Incentive & remuneration		
6	Staff share holding in organization		
7	Key man risk (N/Y)		
8	Capability/experience/composition of client team		
9	Defined function & segregation of staff roles		

c) General Considerations-10 Marks

Criteria	Particulars provided	Scores
Amount of cover for PI		
Client specific reporting		
Negotiations of fees		
Value added services		

5.4 ADDITIONAL REQUIRED INFORMATION

5.2.1 The Team (Proposed Technical Staff for this assignment)

Provide a brief background of the proposed technical staff for this assignment.

i. Administration

- a) How many personnel do you employ in your administration department?
- b) Do you use specific software to maintain and update your portfolio information?
- c) Please confirm that you are able to provide the following: -
 - Monthly reconciliation of cash and book values
 - A quarterly valuation/review of portfolio

SECTION VI - STANDARD FORMS/ APPENDICES

6.1 Notes on the standard Forms

- 6.1.1 **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.
- 6.1.2 **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
- 6.1.3 **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
- 6.1.4 **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 6.1.5 **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the Kenya National Examinations Council Staff Retirement Scheme.
- 6.1.6 **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kenya National Examinations Council Staff Retirement Scheme.

APPENDIX- I

Form of Tender

To: Kenya National Examinations Council Staff Retirement Scheme
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 Audit 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 _____ 2016

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

APPENDIX- II

Contract Form

THIS AGREEMENT made the day of 20 between “the Kenya National Examinations Council Staff Retirement Scheme” of the one part and.....of (Hereinafter called “the tenderer”) of the other part:

WHEREAS the Kenya National Examinations Council Staff Retirement Scheme invited tenders for the Pension Audit Services 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:
 - (b) the Tender Form and the Price Schedule submitted by the tenderer;
 - (c) the Schedule of Requirements
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Kenya National Examinations Council Staff Retirement Scheme’s Notification of Award
3. In consideration of the payments to be made by the Kenya National Examinations Council Staff Retirement Scheme to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya National Examinations Council Staff Retirement Scheme to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Kenya National Examinations Council Staff Retirement Scheme hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Kenya National Examinations Council Staff Retirement Scheme)

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

APPENDIX- III

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)
Whichever 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 Kes..

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 Kes... ..

Issued Kes... ..

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

APPENDIX- IV

TENDER SECURITY FORM (Not required on Audit Services)

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of Pension 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 Kenya National Examinations Council Staff Retirement Scheme*] (hereinafter called <the Kenya National Examinations Council Staff Retirement Scheme> in the sum of [*state the amount*] for which payment well and truly to be made to the said Kenya National Examinations Council Staff Retirement Scheme, 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 Kenya National Examinations Council Staff Retirement Scheme on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the Kenya National Examinations Council Staff Retirement Scheme 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 Kenya National Examinations Council Staff Retirement Scheme up to the above amount upon receipt of its first written demand, without the Kenya National Examinations Council Staff Retirement Scheme having to substantiate its demand, provided that in its demand the Kenya National Examinations Council Staff Retirement Scheme 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)

APPENDIX- V
PERFORMANCE SECURITY FORM (Not required on Audit Services)

To:

Name of Kenya National Examinations Council Staff Retirement Scheme

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 Pension 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]