



**KENYA PIPELINE COMPANY
RETIREMENT BENEFITS SCHEME**

**REQUEST FOR PROPOSALS (RFP)
PROVISION OF FUND AND INVESTMENT
MANAGEMENT SERVICES TO THE KENYA PIPELINE
COMPANY RETIREMENT BENEFITS SCHEME**

TENDER NO: KPCRBS/PROC/01/2019

**CRESCENT BUSINESS CENTRE,
CRESCENT ROAD, OFF PARKLANDS ROAD,
5TH FLOOR
P.O. BOX 13633 - 00800,
NAIROBI.**

Website: www.kpcrbs.com; **Email:** kpcrbstenders@kpc.co.ke

August 2019

**Tender Closing Date & Time: 6th September 2019 at 1000hrs
(East African Time)**

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SECTION I - LETTER OF INVITATION

Date: 12th August, 2019

RFP REF NO. KPCRBS/PROC/01/2019

TENDER NAME: PROVISION OF FUND AND INVESTMENT MANAGEMENT SERVICES TO THE KENYA PIPELINE COMPANY RETIREMENT BENEFITS SCHEME

- 1.1 Kenya Pipeline Company Staff Retirement Benefits Scheme (KPCRBS) invites sealed bids from interested and eligible candidates for **Provision of Fund and Investment Management Services for Defined Benefits (DB) Scheme and Defined Contributions Scheme (DC)**. The contract period is three (3) Years
- 1.2 The two schemes are to be proficiently managed under three (3) Funds namely:
 - (i) Defined Benefits Fund 1 (DB Fund 1)
 - (ii) Defined Benefits Fund 2 (DB Fund 2)
 - (iii) Defined Contributions Fund (DC Fund)
- 1.3 Interested candidates can bid for management of a **maximum of two (2) Funds. During selection only one (1) Defined Benefits Fund can be selected per bidder.**
- 1.4 Interested and eligible candidates may download free of charge the Request for Proposal (RFP) document at **www.kpcrbs.com**. They may also view the same document from **Crescent Business Centre, Crescent Road, Off Parklands Road, 5th Floor P.O. Box 13633 - 00800, NAIROBI. Email: kpcrbstenders@kpc.co.ke**

during normal working hours on Monday to Friday between 0800hrs to 16.30hrs (East Africa Time).
- 1.5 Upon downloading from the Kenya Pipeline Company Staff Retirement Benefits Scheme website www.kpcrbs.com free of charge. **Tenderers shall immediately forward their particulars to kpcrbstenders@kpc.co.ke** for records and for the purposes of receiving any further clarifications/addenda
- 1.6 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of 120 days from the closing date of the RFP
- 1.7 The completed RFP documents are to be enclosed in a plain sealed envelope clearly marked **“PROVISION OF FUND AND INVESTMENT MANAGEMENT SERVICES –KPCRBS/PROC/01/2019”** with the instructions **“DO NOT OPEN BEFORE 6TH SEPTEMBER 2019 AT 1000HRS (EAST AFRICA TIME)”** should be addressed to:

**The Trust Secretary,
KPC Retirement Benefits Scheme,
Crescent Business centre,
Crescent Road, Off Parklands Road,
PO Box 13633-00800, Nbi- Kenya**

and deposited in the Tender Box at: **Kenya Pipeline Company Retirement Benefits Scheme – Crescent Business Centre - 5th Floor, Crescent Road, Off Parklands Road.**

- 1.8 Bulky Tenders that do not fit into the tender box are to be submitted at the Reception located on the 5th Floor Crescent Business centre – Crescent Road, Off Parklands Road and received on or before 6th September 2019 at 1000hrs (East Africa Time). A certified acknowledgement note of the received RFP will be given to the deliverer. Late submissions shall automatically be disqualified whatever the circumstances.
- 1.9 Requests for Proposals will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at:

**KPC Retirement Benefits Scheme- Board Room
Crescent Business centre, 5th Floor
Crescent Road, Off Parklands Road,
PO Box 13633-00800, Nbi- Kenya**

THE TRUST SECRETARY

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
 - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall

remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
Total Points	<u>100</u>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$Sf = 100 \times \frac{FM}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 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.

- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 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.
- 2.10.6 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.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants

Instructions to Consultants	Particulars of appendix to instructions to tenderer
2.1	The name of the Client is: Kenya Pipeline Company Retirement Benefits Scheme
2.1.4	Licenses and permits. The tenderer's firm is responsible for obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
2.4.5	The Proposal must remain valid for 120 days after the submission date.
2.5.2	Consultants must submit: an original and copy of each proposal. Tenderers can bid for management of a maximum of two (2) Funds. During selection only one (1) Defined Benefits Fund can be selected per bidder. The three funds are: <ol style="list-style-type: none"> 1. Defined Benefits Fund 1 (DB Fund 1) 2. Defined Benefits Fund 2 (DB Fund 2) 3. Defined Contributions Fund (DC Fund)
2.5.3	<ul style="list-style-type: none"> ▪ Technical and Financial Proposals are requested: Yes (separate envelopes) ▪ Technical and Financial Proposals shall be submitted in 2 copies: Original and Copy ▪ Two copies of the Technical Proposal: shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL, ▪ Two copies of the Financial Proposal: shall be in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". ▪ Additionally both envelopes highlighted above: shall also be marked "PROVISION OF FUND AND INVESTMENT MANAGEMENT SERVICES – KPCRBS/PROC/01/2019, placed into an outer envelope and sealed. ▪ The outer envelope: shall bear the "RFP Description", ""Ref No" and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."
2.8.5	The method of selection is: Quality and Cost Based Selection (QCBS)
2.8.2	Financial Proposal: The Financial Proposal shall contain separate summary of cost sheets for each selected fund
	Contract Period: 3 Years
2.6 – 2.9	<p>EVALUATION AND COMPARISON OF TENDERS</p> <p>A. PRELIMINARY EVALUATION</p> <p>Eligible tenderers must provide the following mandatory requirements .Non-provision of the below, will lead to the tenderer being disqualified from the tender proceedings</p>

	<p>a. Certified copy of certificate of Incorporation/Registration</p> <p>b. Certified copy of Valid Kenya Revenue Authority Tax Compliance</p> <p>c. Certified copy of the latest CR 12 issued by the Registrar of Companies.</p> <p>d. Duly filled confidential business questionnaire (Section VI)</p> <p>e. Fund Selection Form (Section IV – 4.2)</p> <p>f. Certified valid RBA Registration Certificate</p> <p>g. Certified valid CMA registration certificate</p> <p>h. Professional Indemnity</p> <p>i. Audited Annual Report & Financial Statements for 2016, 2017 and 2018</p> <p>j. Duly filled bidder’s declaration and integrity pact (Section IV)</p> <p>k. The submitted tender documents must be properly bound (spiral or book or case bound). Loose-leaf folders are not acceptable.</p> <p>l. The submitted tender documents must be Paginated/Serialized - each page of the tender document must be serialized with page numbers e.g. (1,2,3,4,5 etc.) in chronological order</p> <p>N.B</p> <p>(1) Certification of copies of submitted documents shall be by a Commissioner of Oaths or Notary Public.</p> <p>(2) Where applicable written confirmation of authorization to sign on behalf of the bidder shall be through Power of Attorney.</p>																						
2.6 – 2.9	<p>TECHNICAL EVALUATION CRITERIA</p> <p>The Schedule below shall be used as the technical evaluation criteria :-</p> <table border="1" data-bbox="430 955 1614 1959"> <thead> <tr> <th data-bbox="430 955 1394 1052">Evaluation Criteria</th> <th data-bbox="1394 955 1498 1052">Max. Marks 245</th> <th data-bbox="1498 955 1614 1052">Max. Weight 100</th> </tr> </thead> <tbody> <tr> <td data-bbox="430 1052 1394 1360"> <p>SPECIFIC EXPERIENCE: Provide up to five references from pension funds and/or provident funds that your firm is currently managing in the capacity of Fund Manager along with the contact person within the last three years. Referee letters from the selected clients is required.</p> <p>Each Client named along with reference letter – 4 Marks</p> <p>N.B The firms may be contacted</p> </td> <td data-bbox="1394 1052 1498 1360">20</td> <td data-bbox="1498 1052 1614 1360">20</td> </tr> <tr> <td data-bbox="430 1360 1394 1765"> <p>UNDERSTANDING THE TERMS OF REFERENCE (TOR):</p> <p>Certified Company Profile stating brief description of your firms objectives, services, deliverables in responding to the Terms of Reference</p> <table border="0" data-bbox="442 1519 1189 1765"> <thead> <tr> <th data-bbox="442 1519 1085 1563"><u>Sub –criteria</u></th> <th data-bbox="1085 1519 1189 1563"><u>Marks</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="442 1563 1085 1606">• Firm’s strategies and objectives</td> <td data-bbox="1085 1563 1189 1606">- 15</td> </tr> <tr> <td data-bbox="442 1606 1085 1649">• Scope of services</td> <td data-bbox="1085 1606 1189 1649">- 25</td> </tr> <tr> <td data-bbox="442 1649 1085 1692">• Training</td> <td data-bbox="1085 1649 1189 1692">- 5</td> </tr> <tr> <td data-bbox="442 1692 1085 1765">• A copy of a sample client agreement as stated in Part 2 (III) of TOR</td> <td data-bbox="1085 1692 1189 1765">- 5</td> </tr> </tbody> </table> </td> <td data-bbox="1394 1360 1498 1765">50</td> <td data-bbox="1498 1360 1614 1765">20</td> </tr> <tr> <td data-bbox="430 1765 1394 1959"> <p>QUALIFICATIONS, COMPETENCE, AND AVAILABILITY OF KEY STAFF FOR THIS ASSIGNMENT. (Forms- Section V)</p> <p>Qualification and competence of employees for the assignment.</p> <p>Attach CVs</p> <p style="text-align: right;">Scoring -Marks</p> </td> <td data-bbox="1394 1765 1498 1959">40</td> <td data-bbox="1498 1765 1614 1959">20</td> </tr> </tbody> </table>	Evaluation Criteria	Max. Marks 245	Max. Weight 100	<p>SPECIFIC EXPERIENCE: Provide up to five references from pension funds and/or provident funds that your firm is currently managing in the capacity of Fund Manager along with the contact person within the last three years. Referee letters from the selected clients is required.</p> <p>Each Client named along with reference letter – 4 Marks</p> <p>N.B The firms may be contacted</p>	20	20	<p>UNDERSTANDING THE TERMS OF REFERENCE (TOR):</p> <p>Certified Company Profile stating brief description of your firms objectives, services, deliverables in responding to the Terms of Reference</p> <table border="0" data-bbox="442 1519 1189 1765"> <thead> <tr> <th data-bbox="442 1519 1085 1563"><u>Sub –criteria</u></th> <th data-bbox="1085 1519 1189 1563"><u>Marks</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="442 1563 1085 1606">• Firm’s strategies and objectives</td> <td data-bbox="1085 1563 1189 1606">- 15</td> </tr> <tr> <td data-bbox="442 1606 1085 1649">• Scope of services</td> <td data-bbox="1085 1606 1189 1649">- 25</td> </tr> <tr> <td data-bbox="442 1649 1085 1692">• Training</td> <td data-bbox="1085 1649 1189 1692">- 5</td> </tr> <tr> <td data-bbox="442 1692 1085 1765">• A copy of a sample client agreement as stated in Part 2 (III) of TOR</td> <td data-bbox="1085 1692 1189 1765">- 5</td> </tr> </tbody> </table>	<u>Sub –criteria</u>	<u>Marks</u>	• Firm’s strategies and objectives	- 15	• Scope of services	- 25	• Training	- 5	• A copy of a sample client agreement as stated in Part 2 (III) of TOR	- 5	50	20	<p>QUALIFICATIONS, COMPETENCE, AND AVAILABILITY OF KEY STAFF FOR THIS ASSIGNMENT. (Forms- Section V)</p> <p>Qualification and competence of employees for the assignment.</p> <p>Attach CVs</p> <p style="text-align: right;">Scoring -Marks</p>	40	20
Evaluation Criteria	Max. Marks 245	Max. Weight 100																					
<p>SPECIFIC EXPERIENCE: Provide up to five references from pension funds and/or provident funds that your firm is currently managing in the capacity of Fund Manager along with the contact person within the last three years. Referee letters from the selected clients is required.</p> <p>Each Client named along with reference letter – 4 Marks</p> <p>N.B The firms may be contacted</p>	20	20																					
<p>UNDERSTANDING THE TERMS OF REFERENCE (TOR):</p> <p>Certified Company Profile stating brief description of your firms objectives, services, deliverables in responding to the Terms of Reference</p> <table border="0" data-bbox="442 1519 1189 1765"> <thead> <tr> <th data-bbox="442 1519 1085 1563"><u>Sub –criteria</u></th> <th data-bbox="1085 1519 1189 1563"><u>Marks</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="442 1563 1085 1606">• Firm’s strategies and objectives</td> <td data-bbox="1085 1563 1189 1606">- 15</td> </tr> <tr> <td data-bbox="442 1606 1085 1649">• Scope of services</td> <td data-bbox="1085 1606 1189 1649">- 25</td> </tr> <tr> <td data-bbox="442 1649 1085 1692">• Training</td> <td data-bbox="1085 1649 1189 1692">- 5</td> </tr> <tr> <td data-bbox="442 1692 1085 1765">• A copy of a sample client agreement as stated in Part 2 (III) of TOR</td> <td data-bbox="1085 1692 1189 1765">- 5</td> </tr> </tbody> </table>	<u>Sub –criteria</u>	<u>Marks</u>	• Firm’s strategies and objectives	- 15	• Scope of services	- 25	• Training	- 5	• A copy of a sample client agreement as stated in Part 2 (III) of TOR	- 5	50	20											
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• Scope of services	- 25																						
• Training	- 5																						
• A copy of a sample client agreement as stated in Part 2 (III) of TOR	- 5																						
<p>QUALIFICATIONS, COMPETENCE, AND AVAILABILITY OF KEY STAFF FOR THIS ASSIGNMENT. (Forms- Section V)</p> <p>Qualification and competence of employees for the assignment.</p> <p>Attach CVs</p> <p style="text-align: right;">Scoring -Marks</p>	40	20																					

NO	Staff Designation	Total Marks		
1	Portfolio Managers with relevant Degree 3 Marks per person for relevant experience and qualifications	6		
2	Analysts with relevant Degree 2 Marks per person for relevant experience and qualifications	8		
3	Researchers with relevant Degree 2 Marks per person for relevant experience and qualifications	8		
4	Client Service/ Marketing/ Administrator with relevant Degree 2 Marks for either for relevant experience and qualifications	2		
5	Organogram	2		
6	Full time Employment specifically in the area of investments. 2 marks between 5 and 10 staff and 4 marks for >10 staff	4		
7	Turnover of personnel 2 marks for net joiners and 0 marks; 3 marks for net leavers for each of the Years	6		
8	Training	4		
FINANCIAL CAPABILITY				
Funds under management - Table A <2bn - 1 Mark; >2 to 4bn - 2 Marks; >4 to 6bn -3 Marks; >6bn - 4 Marks			10	20
Funds under management - Table B 3 Marks for each stated security name			39	
Assets under management 1 Mark each for net size of accounts won in number and value (KES) per period			6	
Performance Statistics -weighted rates of return 0 marks for returns below benchmark and 1 mark for returns equal to or greater than the benchmark			30	
PITCHING: This criterion covers actual presentation of the technical proposal by the consultant to an evaluation committee constituted by KPCRBS.			50	20
TOTAL			245	100

	Each Tenderer will be invited to pitch separately at a day and time to be communicated during the tender evaluation period.
2.8 - 2.9	<ul style="list-style-type: none"> • After technical evaluations, only bidders having a weighted score above 70/100 shall be considered for financial evaluation. • The Financial proposals for the unsuccessful bidders will be returned unopened. The bidders who qualify technically will be called to attend the opening session of their Financial Proposals
	<ul style="list-style-type: none"> • The combined technical and financial score, S, is calculated as follows:- S = St x 90 % + Sf x 10 %. As per clause 2.8.5 of "ITC" • The firm achieving the highest combined technical and financial score will be invited for negotiations. • After successful negotiations, awarding of the RFP will be concluded

SECTION III: -

TERMS OF REFERENCE

(a) BACKGROUND

The Kenya Pipeline Company Retirement Benefits Scheme (KPCRBS) comprises of two (2) Schemes:

1. The Kenya Pipeline (“KPC”) Staff Pension Scheme, a Defined Benefits (DB) Scheme which was established under an irrevocable trust and covers permanent employees and pensioners of the Scheme. The Scheme was closed on 30th June 2006 and has about 998 active members, 80 deferred members and 587 pensioners and dependents in receipt of pension. The Scheme has two (2) Funds with combined Assets under Management of KES 5.62 billion.
2. The Kenya Pipeline Company Retirement Benefits Scheme 2006 (DC) Registered Trustees is a Defined Contributions Scheme established in 2006. The Scheme has approximately 1,700 active in-service members and Assets under Management of KES 4.63 billion.

The Fund details are as follows:

(i) DB Fund 1

Asset Class	Asset Value KES (millions)
Cash & Demand Deposits	14.00
Fixed Deposits	159.20
Commercial Paper & Corporate Bonds	126.30
Government Securities	1,709.40
Quoted Equities	275.80
Unquoted Equities	1.20
TOTAL	2,285.90

(ii) DB Fund 2

Asset Class	Asset Value KES (millions)
Cash & Demand Deposits	22.30
Fixed Deposits	12.00
Commercial Paper & Corporate Bonds	98.50
Government Securities	1,719.70
Quoted Equities	1,479.60
TOTAL	3,332.10

(iii) DC Fund

Asset Class	Asset Value KES (millions)
Cash & Demand Deposits	12.60
Fixed Deposits	168.10
Commercial Paper & Corporate Bonds	179.80
Government Securities	3,125.60
Quoted Equities	1,123.00
Unquoted Equities	24.20
Offshore Investments	0.40
TOTAL	4,633.70

Average Monthly Inflows and Outflows

Fund	Inflow Per month KES	Outflow per month KES
DB Fund 1	Nil	9.6 Million
DB Fund 2	Nil	26 Million
DC Fund	37 Million	20 Million

(b) OBJECTIVES OF THE ASSIGNMENT

The main objective of this assignment is to ensure that the assets of the Scheme, managed under the three (3) Funds, are prudently and professionally managed to realize maximum returns. The assets of the Scheme are expected to be invested in compliance with the provisions of the RBA Act, RBA Regulations and the Scheme's Investment Policy Statement.

(c) SCOPE OF SERVICES**1. The key areas to be addressed**

The scope of services to be addressed by the selected fund manager will include, inter alia: -

- I. Provide overall investment advice on the suitability and risk return characteristics of asset classes available to the Scheme;
- II. Provide the Client and its Administrator, on a fortnight basis, with inter alia:
 - a) Reporting done on a template to be provided by KPCRBS
 - b) a portfolio statement reflecting the book and market value of each Financial Asset;
 - c) a statement of the capital transactions;
 - d) a statement of the revenue receipts; and
 - e) a call deposit account statement; reflecting the status of the Scheme 's portfolio as at the last day of the previous month.

- III. Make available a specialist investment analyst at all reasonable times for queries and advice as well as for discussions with the Scheme.
- IV. Make records pertaining to the financial assets available for inspection by the Scheme's auditors or their duly authorized representatives, whenever reasonably necessary for audit and control purposes.
- V. Realize such financial assets as the Scheme may request in writing from time to time.
- VI. In liaison with the Custodian monitor the collection of all income and other benefits arising from the financial assets, which are paid into the Scheme's account or invested on the Scheme's behalf.

Act in the best interest of the Scheme at all times; the Fund Manager shall indemnify the Scheme for any loss or damage that the Scheme may suffer as a direct or indirect result of dishonesty or gross negligence on the part of the Fund Manager or any person engaged in carrying out Fund Management duties on behalf of or as an agent of the Fund Manager.

2. Adequacy of the activities to be incorporated in the work plan and methodology of this assignment

Suitable approaches, controls and processes will to be carried out in the provision of fund and investment management services. Management activities will cover areas detailed as follows:

I. Asset Allocation and Investment Process

- Suitable person(s) will be responsible for this mandate
- Operating Models of asset allocation
- Clear roles of jurisdictions of the fund's manager
- Sources of and dissemination of Investment information

II. Individual Asset Classes

a. Fixed Income Securities

- Management of fixed interest portfolios
- Performance strategies and factors identified as performance boosters.
- Management of corporate bonds- controls, approaches and strategies

b) Equity Stocks Quoted on the NSE

- Research teams, their approaches and outputs
- Structures of Regional equity portfolio and key matters of attention

c) Overseas Securities (Equities and Fixed-Income)

- Management firm's approach to overseas investment instruments exposure

- Clear explanations and details of proposed approaches to managing Overseas Securities

d) Cash

- Details on cash deposits investment and ring-fencing or equivalent approaches in place
- Management of counter parties in the interest of the client

III. Risk controls

a) General Information

- View on investments
- Checks in relation to client and house guidelines (where independent means independence of the fund manager and/or director)
- Persons responsible for monitoring and controlling the assets in which a fund manager invests
- Risk controls and management of breaches
- The tenderer shall enclose a copy of a sample client agreement.

b) Asset Allocation

Asset Allocation operations and controls

c) Stock Selection

Stock Selection processes and controls.

IV. Administration

- Summary of employees in this function
- Book and figures' reconciliations, valuations, reviews on portfolio
- Provision of valuation and performance management information
- State how records are reconciled with your client's custodian
- Identification, reporting and management of breaches

(d) TRAINING

Training and awareness are provided on emerging trends in the area of investments.

(e) TERMS OF PAYMENT.

Fund Management fees will be payable on a monthly basis

**SECTION IV: -
TECHNICAL PROPOSAL**

Table of Contents

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TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____ [Date] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a
Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

4.2 FUND SELECTION FORM

Name of Firm.....

Tender Ref No: KPCRBS/PROC/01/2019

We/I the undersigned,
 in the capacity of.....
 for
 confirm that we/I have selected _____ fund(s)
 for participation in this tender.

We/ I understand that bidding can be done for a maximum of two (2) Funds. Further to this condition, only one (1) Defined Benefits Fund can be selected.

We shall submit separate financial proposals for each fund under section V of this Request for Proposal.

Fund	Tick ✓ for selected Fund and X for Fund not selected for this assignment
Defined Benefits Fund 1	<input type="checkbox"/>
Defined Benefits Fund 2	<input type="checkbox"/>
Defined Contributions Fund	<input type="checkbox"/>

NameSigned
 Authorized Signatory

Date.....

4.3 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

4.4 TEAM COMPOSITION AND TASK ASSIGNMENTS

4.4.1 Technical/Managerial Staff proposed for this assignment

No.	Title	No.	Brief summary of tasks	Working Location
1	Portfolio Manager			
2	Analysts			
3	Researchers			
4	Client Service/Marketing/Administrator			
5	No. Of full time employees			

Note:

- Firm may NOT associate i.e. each firm is expected to present its own bid without associating with other Fund Managers. Joint bids will be automatically disqualified.
- All the key professional staff proposed for this assignment must be permanent employees of the bidding firm. Attach a certified letter confirming employment status.
- Proposed professional staff must, as a minimum, have the relevant experience in fund management.
- Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each staff member.

4.4.2 Please give an indication of turnover of personnel and specify the number of personnel who have left and joined over the last three years.

Year	No. of Staff who Left	Title of Staff who Left	No. of Staff who Joined	Title of Staff Who Joined	Net Leavers/ Joiners (No.)
2016					
2017					
2018					
Total Marks					

Note that administration and other non-fund management personnel should not be included in the above.

4.5. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Experience:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

[Signature of staff member] Date: _____

[Signature of authorised representative of the firm] Date: _____

Full name of staff member: _____

Full name of authorized representative: _____

4.6 FUNDS MANAGEMNET

4.6.1 Please provide the following information for the funds under management in Table A below:-

No.	Fund Value KES	Number of segregated pension/ provident funds as at 30 th June 2019	Total Value KES
1	<2bn		
2	>2 - 4bn		
3	>4 - 6bn		
4	>6bn		
Total			

4.6.2 Please also provide the following information for the funds under management in Table B below: -

No.	Security Name	Value as at 30 th June 2017 KES	Value as at 30 th June 2018 KES	Value as at 30 th June 2019 KES
1	Cash & Demand Deposits			
2	Fixed Deposits			
3	Listed Corporate Bonds			
4	Commercial Paper, Non-Listed Bonds and other debt instruments issued by private companies			
5	East African Government Securities & Infrastructure Bonds issued by public institutions			
6	Quoted Stocks in East Africa (Equities)			
7	Unquoted Equities			
8	Offshore (Equities, Fixed Interest, Cash)			
9	Property			
10	Exchange Traded Derivative Contracts			
11	Listed Real Estate Investment Trusts			
12	Private Equity & Venture Capital			
13	Any Other Assets			
Total Marks				

4.7 ASSET MANAGEMENT: Indicate assets (accounts) under your management as at 30 June 2017, 2018 and 2019 the following:

Item Description	30 th June 2017	30 th June 2018	30 th June 2019
No. of Accounts Won			
Size of Accounts Won (KES)			
No. of Accounts Lost			
Size of Accounts Lost (KES)			
Reasons for Losing Accounts			
Total Marks			

4.8 PERFORMANCE STATISTICS: Please provide annual time-weighted rates of return

No.	Security Type	Return as at 30 th June 2017 (%)	Return as at 30 th June 2018 (%)	Return as at 30 th June 2019 (%)	3 Year Return to 30 th June 2019 (%)	5 Year Return to 30 th June 2019 (%)	10 Year Return to 30 th June 2019 (%)
1	Cash and Call Deposits						
2	Government Securities						
3	Corporate Bonds						
4	Quoted Equity						
5	Offshore (Equity + Fixed Income)						
TOTAL							

This information **must** be provided in the form of time-weighted rates of return.

4.9 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

Postal Address Tel No. Fax

E mail

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

Part 2 (b) Partnership

Given details of partners as follows Name Nationality

Citizenship Details Shares

1.

2.

3.

4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KShs.

Issued KShs.

Given details of all directors as follows

Name Nationality Citizenship Details

Shares

1.....

2.....

3.....

4.....

5.

Date Seal/Signature of Candidate

4.10 BIDDER’S DECLARATION AND INTEGRITY PACT

4.10.1 Bidder’s Declaration

We/I the undersigned, in the capacity of.....
..... for
..... [name of the company/
firm/individual] certify that the bidder is not in any of the following situations:

1. Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
2. Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
3. Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
4. Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
5. Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
6. Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
7. Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
8. Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
9. Have not fulfilled obligations relating to payments of taxes or statutory contributions.
10. If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder’s name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

4.10.2 Integrity Pact

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged these activities, we shall accept to be prohibited from submitting bids placed by KPCRBS (herein referred to as the procuring entity) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price or rigged a bid for a particular bidder to win, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials. In case it is proved that we have violated any terms in relation with a bid, execution of a contract, offered to win a contract or offered to facilitate payment we shall accept:
 - Prohibition from submitting a bid placed by KPCRBS for a period of two (2) years.
 - Cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
3. If proven as a fact that we have offered bribes to KPCRBS or related officials for favours regarding a bid or contract to a bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years. If proven that we have offered bribes to KPCRBS or related officials in relation to bidding, concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and KPCRBS, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and all other submissions are correct to the best of my knowledge and belief. In addition, we authorize, KPCRBS to seek

information from any source to confirm our compliance with the requirements of this Integrity Pact.

6. The bidder authorizes KPCRBS, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact. We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____

(Authorized Signatory)

Full Name printed: _____

SECTION V: - FINANCIAL PROPOSAL

FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Name of Fund _____

Item description	Currency(ies)	Percentage (inclusive taxes)
Subtotal Taxes Total Amount of Financial Proposal		_____

Note:

- A separate summary of costs will be provided for each Fund
- Where applicable, a written confirmation of authorization to sign on behalf of the bidder has been provided through a Power of Attorney.

NameSigned
 Authorized Signatory

Date.....

SECTION V: -

SECTION VI:

STANDARD CONTRACT FORMS

REPUBLIC OF KENYA

S T A N D A R D F O R M O F C O N T R A C T

F O R

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____ day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

(v)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ [*name of client*]

[*full name* _____ of _____ Client's
authorised representative _____

[*title*] _____

[*signature*] _____

[*date*] _____

For and on behalf of _____ [*name of consultant*]

[*full name of Consultant's*
authorized representative] _____

[*title*] _____

[*signature*] _____

[*date*] _____

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) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary