



TENDER

FOR PROVISION OF A STAFF PENSION SCHEME

APPROVED ISSUER (MANAGER) SERVICES

TENDER NO: SASDEF/T/PROC/002/2023-2024

**TALANTA PLAZA, 9TH FLOOR
P.O. BOX 4644 – 00200
TEL: 0720110088/ 0789110088
NAIROBI, KENYA.**

E-mail:

sasdefprocurement@gmail.com

[Website: www.sasdef.go.ke](http://www.sasdef.go.ke)

AUGUST, 2023

**Tender Closing Date & Time: September 13th, 2023
at 1100hrs (East Africa Time)**

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SECTION I- INVITATION TO TENDER

TENDER NO.: SASDEF/RFP/PROC/002/2023-2024 - PROVISION OF A STAFF PENSION SCHEME OF APPROVED ISSUER (MANAGER) SERVICES

Sports, Arts and Social Development Fund (SASDEF) invites sealed tenders from eligible registered Pension Scheme(s) Administrators for the provision of a staff pension scheme as detailed below.

Description of Tender	Commencement Date
Provision of a staff pension scheme (Approved Issuer Manager Services)	1 st October, 2023

A complete set of tender documents may be downloaded from the fund's websites: <https://www.sasdef.go.ke> and the procurement portal <http://tenders.go.ke> free of charge. Tenderers who download the tender documents are advised to register their bids with the Procurement Office, or via email at sasdefprocurement@gmail.com

All inquiries should be forwarded via email to sasdefprocurement@gmail.com. All bidders are encouraged to visit the provided website above for any additional information that may arise.

Completed Serialized Bidding Documents, (**Paginated**) one original and one copy in plain sealed envelope clearly marked on top with the Tender Number and Tender Name/Description, should be addressed to the

**Chief Executive Officer,
Sports, Arts and Social Development Fund
P.O. BOX 4644-00200
Nairobi.**

Completed Bidding Documents must be deposited in the Tender Box provided at Talanta Plaza, 9th Floor, along Kenya Road, Upperhill.

Tenders will be opened immediately thereafter after the deadline in the presence of the bidders or duly authorized representatives of Bidders who will choose to attend at SASDEF Boardroom, 9TH Floor Wing B.

Sports, Arts and Social Development Fund does not bind itself to accept the lowest or any tender.

Late tenders will be rejected

All other conditions in the invitation to tenderers remain the same.

CHIEF EXECUTIVE OFFICER
THE SPORTS, ARTS AND SOCIAL DEVELOPMENT FUND

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SECTION II**-INSTRUCTIONS TO TENDERERS**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This invitation for Tenders is open to all eligible Pension Scheme Administrators as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the service for an initial twelve (12) months period, with an option of renewal for a further one year from the date of commencement (hereinafter referred to as the terms) specified in the tender documents subject to satisfactory performance.
- 2.1.2 The Sports, Arts and Social Development Fund (SASDEF) Employees, Committee Members, Board Members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the bidder (including all members of a joint venture and sub Tenderers) 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 Sports, Arts and Social Development Fund (SASDEF) to provide consulting services for 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 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 Sports, Arts and Social Development Fund (SASDEF) , will in no case be responsible or liable for those costs, regardless of the conduct or outcome of tendering process.
- 2.2.2 A non-refundable fee of Kshs. 1,000.00 is to be charged for the hard copy of the tender document.

2.3 Contents of Tender Document

2.3.1 The Tender documents comprise the documents listed below and addenda issued in accordance with these instructions to tenders.

- (i) Instructions to Tenders
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of the Pension Scheme Scope
- (vi) Form of Tender
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender Security Form
- (x) Performance Security Form
- (xi) Sample letter of notification of award

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Sports, Arts and Social Development Fund (SASDEF) by post, fax or by email at the Fund's address indicated in the invitation for tenders. The Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF). 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 Sports, Arts and Social Development Fund (SASDEF) shall reply to any clarifications sought by the tenderers within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendments of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Sports, Arts and Social Development Fund (SASDEF), 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 addendum.

2.5.3 In order to allow prospective tenderers reasonable time, in which to take the amendment into account in preparing their tenders, the Sports, Arts and Social Development Fund (SASDEF) at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The Tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Sports, Arts and Social Development Fund (SASDEF), shall be written in English Language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

2.7.1 The Tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security in the prescribed form.

2.8 Form of Tender

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

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit 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 Terms of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price Tender will be treated as non-responsive and will be rejected pursuant to paragraph 2.20.5.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its 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 Sports, Arts and Social Development Fund (SASDEF) the security's forfeiture, pursuant to paragraph 2.12.7.
- 2.12.4 The tender security shall be denominated in Kenya shillings or in another freely convertible currency, and shall be in the form:
- (a) Cash
 - (b) A bank guarantee
 - (c) 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 Sports, Arts and Social Development Fund (SASDEF) 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 as 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, and furnishing the performance security.
- 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 rejects correction of an arithmetic error in the tender.

2.13 Validity of Tenders

Tenders shall remain valid for 120 days from the date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Sports, Arts and Social Development Fund (SASDEF) as non-responsive.

- 2.13.1 In exceptional circumstances, the Sports, Arts and Social Development Fund (SASDEF) 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 original Technical and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorized to sign the proposals.
- 2.14.2 For each proposal, the bidders shall prepare the original copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID**" as appropriate.
- 2.14.3 The original Technical Bids shall be placed in a sealed envelope clearly marked "**TECHNICAL BID**". Similarly the original of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL BID**" and warning: "**DO NOT OPEN WITH THE TECHNICAL BIDS**". Both envelopes shall be placed in an outer sealed envelope marked "**BIDS FOR PROVISION OF PENSION SCHEME APPROVED ISSUER(MANAGER) SERVICES**". This outer envelope shall bear the submission address and other information indicated in the Appendix "A" and be clearly marked, "**DO**

NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE”.

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 envelope shall:
- (a) Be addressed to the Sports, Arts and Social Development Fund (SASDEF) 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 the date and time of closing indicated in the Appendix of Instructions To Tenderers.
- 2.15.3 The outer 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 in 2.15.2, Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) at the address specified not later than the day, date and time of closing indicated in the Appendix of Instructions to Tenderers.

- 2.16.2 The Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) 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 in the tender box shall be received by the Sports, Arts and Social Development Fund (SASDEF) as provided for in the Instruction to tenderers.

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 submission or withdrawal of the tenders, is received by the Sports, Arts and Social Development Fund (SASDEF) 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 provision of paragraph 2.15 (sealing and Marking of Tenders). The withdrawal notice may be sent by post, fax or email but followed by a signed confirmation copy postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.18 Opening of Tenders

- 2.18.1 The Sports, Arts and Social Development Fund (SASDEF) will open all tenders in the presence of tenderers' or their representatives who choose to attend, on 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 Sports, Arts and Social Development Fund (SASDEF), at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The Sports, Arts and Social Development Fund (SASDEF) will prepare minutes of the tender opening, which will be available to tenderers on request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders, the Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) in its 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 Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) may waive any minor 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 tender.
- 2.20.4 Prior to the detailed evaluation, the Sports, Arts and Social Development Fund (SASDEF) will determine the substantial responsiveness of each tender document. 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 Sports, Arts and Social Development Fund (SASDEF)'s determination of a tender's responsiveness shall be based on the contents of the tender itself without recourse to extrinsic evidence.

- 1.20.5.1 If a tender is not substantially responsive, it will be rejected by the Sports, Arts and Social Development Fund (SASDEF) and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to Single currency

- 2.21.1 Where other currencies are used, the Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) will evaluate and compare the tenders which have been determined to be substantially responsive as described in the Bid Appendix of instructions to tenderers

- 2.22.2 The Sports, Arts and Social Development Fund (SASDEF)'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 those specified in the Special Conditions of Contract.

- 2.22.3 The following evaluation methods will be applied.

(a) Operational Plan

The Sports, Arts and Social Development Fund (SASDEF) requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the Sports, Arts and Social Development Fund (SASDEF)'s required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenderers 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 schedule. The Sports, Arts and Social Development Fund (SASDEF) may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.4 The Tenderer Evaluation Committee shall evaluate the tender **within 30 days** from the date of opening the tender.

2.23 Contacting the Sports, Arts and Social Development Fund (SASDEF)

- 2.23.1 No tenderer shall contact the Sports, Arts and Social Development Fund (SASDEF) on any matter relating to its tender, from the time of tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Sports, Arts and Social Development Fund (SASDEF) in its decision 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 Sports, Arts and Social Development Fund (SASDEF) 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's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, as well as such other information as the Sports, Arts and Social Development Fund (SASDEF) 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, which event the Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) 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, service, 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, 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 The Sports, Arts and Social Development Fund (SASDEF)'s Right to accept or reject any Tender

- 2.26.1 The Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF)'s action. If the Sports, Arts and Social Development Fund (SASDEF) – [determines that none of the tenders is responsive, the Sports, Arts and Social Development Fund (SASDEF) shall notify each tenderer who submitted a tender.
- 2.26.2 The Sports, Arts and Social Development Fund (SASDEF) 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF). Simultaneously the other tenderer shall be notified that their tenders were not successful.

- 2.27.3 Upon the successful Tenderer's furnishing of the performance security, the Sports, Arts and Social Development Fund (SASDEF) will discharge its tender security to the unsuccessful tenderers.

2.28 Signing of Contract

- 2.28.1 At the same time as the Sports, Arts and Social Development Fund (SASDEF) notifies the successful tenderer that its tender has been accepted, the Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF).
- 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

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Sports, Arts and Social Development Fund (SASDEF)
- 2.29.2 Failure by the successful tenderer to comply with the requirement of this paragraph 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 Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS (ITT)

The following information for the procurement of pension scheme administration services shall complement, supplement, or amend, the provision on the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the Appendix of Instructions to Tenderers, the provisions of the Bid Appendix of instructions to tenderers herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix of instructions to tenderers to instructions to tenderers
2.1	Pension Scheme Approved Issuer(Manager)registered by RBA or IRA are eligible.
2.12	Tender Security shall be Kshs. 100,000.00 from a Reputable Bank or an insurance firm approved by the PPRA valid for 120 days from date of tender closing, as per the prescribed format.
2.13	Tender validity will be 120 days

2.15.2 (b)	<p>The inner and outer envelopes shall bear the Words:</p> <p>(i) Tender Name: Provision of a staff pension scheme - SASDEF/RFP/PROC/002/2023-2025</p> <p>(ii) DO NOT OPEN BEFORE: 13th September 2023 at 11.00 A.M.</p> <p>The documentation supporting the qualification requirements should be submitted in separate envelope from the financial bid and both envelopes should be properly sealed and clearly marked and The envelopes should each contain the following:-enclosed in one bigger outer envelope.</p> <p>TECHNICAL PROPOSAL ENVELOPE SHOULD CONTAIN:-</p> <p>The qualifications documentations as prescribed under the special conditions. The technical envelope should not contain any financial information.</p> <p>v) Tenders must be addressed and delivered to:</p> <p style="text-align: center;">The Chief Executive Officer, The Sports, Arts and Social Development Fund, P. O. Box 4644 – 00200, NAIROBI.</p>
2.16.1	Tenders must be received on or before 13th September, 2023 at 11.00 A.M.
2.16.3	Bulky tenders will be received by Supply Chain Management recorded and signed for in a register by the representative of the Company.
2.18.1	Tenders will be opened at the time stated in the presence of tenderers or their representatives

2.22.1

EVALUATION CRITERIA

STAGE 1: EVALUATION ON THE MANDATORY REQUIREMENTS

- The mandatory requirements will be evaluated on 'a YES or NO' basis.
- The Firm must meet all the mandatory requirements below to be considered for stage 2:-

STAGE 1- Mandatory /Statutory documents

1. Certificate of Incorporation
2. Pin Certificate of the Service Provider
3. Current Business License
4. Tax compliance certificate by Kenya Revenue Authority(KRA)
5. Insurance Regulatory Authority (IRA) Registration Certificate or Retirement Benefits Authority (RBA) Registration Certificate

Failure to submit any of the mandatory documents will lead to automatic disqualification.

Mandatory Criteria

The Proposal will be required to meet the below mandatory criteria and will be assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

- General Information about your organization and its ownership structure
- Size and governance standards specifically core business and value of funds under management.
- Statutory & Compliance Documents
- Company Financial Strength
- Existence of proper fund management and IT systems
- Confirmation of Guaranteed Rate of Return for 5 years
- Impeccable fund management with a good record of returns, attach analysis of your investment performance against the market for the last 10 years.
- Human resources and qualifications, research and investment decision making process
- Risk appreciation and evaluation competence
- Client base and Experience in Guaranteed Fund Investments
- Flexibility and adaptability to client needs

- Quality of reporting
- Performance focus
- Disaster recovery plan
- Company's practice on Policy Documents at inception, business assigns / change of ownership, terms of transfer, termination, amendments, arbitration and guarantees
- Fees (if any), any alternative fees structures, and the level of professional indemnity insurance.

STAGE 2:Evaluation Criteria

The following criteria will form the basis upon which the select committee will evaluate proposals. The evaluation is applied when the mandatory criteria has been met.

The minimum pass mark required will be 70%. The best candidates will be considered for interviews and further engagement by the Fund.

Note:-

A bid that does not meet the above pass mark will be disqualified from further evaluation regardless of the quoted Financial proposal. Only financial proposals of firms that meet the minimum requirements shall be opened for consideration. The financial proposals of the non-responsive firms will remain unopened and returned to the bidder after the conclusion of the procurement process.

STAGE 3: FINANCIAL EVALUATION

The firm that is technically responsive and has provided the lowest bid in cost will be considered for award

POST QUALIFICATION

2.24	The post qualification of the tenders received by the Sports, Arts, Social Development Fund may be undertaken on the basis of the customer reference checks based on information provided by your firm. (The names, addresses, telephone numbers and contact person of at least five (5) of your clients that Sports, Arts, Social Development Fund intend to contact to verify the details provided).
2.25	The lowest responsive evaluated bidder in will be awarded the tender.

2.29	The successful tenderer shall furnish a performance security, from a reputable Bank, of 10% of the contract sum and covering the entire contract period, in a form acceptable to the Privatization Commission
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**GENERAL CONDITIONS OF THE CONTRACT
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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

- 3.1.1 In this contract, the following terms shall be interpreted as indicated:-
- (a) "The Contract" means the agreement entered into between the Sports, Arts and Social Development Fund (SASDEF) 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 Service" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Sports, Arts and Social Development Fund (SASDEF) under the contract.
 - (d) "The Sports, Arts and Social Development Fund (SASDEF) " means the an organization established under legal notice 194 of the PFM Act
 - (f) "GCC" means the General Conditions of contract contained in this section.
 - (g) "SCC" means the Special Conditions of Contract.
 - (h) "Day" means calendar day.

3.2 Application

- 3.2.1 These General conditions shall apply to the extent that they are not superseded by provisions of other part of the contract.

3.3. Standards

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

3.4 Use of Contract Documents and Information

- 3.4.1 The Tenderer shall not, without the Sports, Arts and Social Development Fund (SASDEF) '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 Sports, Arts and Social Development Fund (SASDEF) in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract. The Tenderer shall not, without the Sports, Arts and Social Development Fund (SASDEF) 's
- 3.4.2

prior written consent, make use of any document or

information enumerated in paragraph 3.4.1 above.

- 3.4.3 Any document, other than the contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Sports Fund and shall be returned (all copies) to the Sports, Arts and Social Development Fund (SASDEF) on completion of the contract's or performance under the contract if so required by the Sports, Arts and Social Development Fund (SASDEF) .

3.5 Patent Rights

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

3.6 Performance Security

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Sports Fund 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 Sports, Arts and Social Development Fund (SASDEF) as compensation for any loss resulting from the Tenderer's failure to complete its obligation 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 Sports, Arts and Social Development Fund (SASDEF) and may be in the form of:-
- (a) Cash
 - (b) A bank guarantee
 - (c) Letter of credit
 - (d) Professional Indemnity Cover
- 3.6.4 The Performance security will be discharged by the Sports, Arts and Social Development Fund (SASDEF) and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the

contract, including any warranty obligations, under the contract.

3.7 Delivery of services and documents

- 3.7.1 Delivery of the services shall be made by the Tenderer in accordance with the Terms specified by the Privatization Commission in the schedule of requirements and the special conditions of contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the Tenderer under this contract shall be specified in SCC.
- 3.8.2 Payment shall be made promptly by the Privatization Commission, but in no case later than sixty (60) days after submission of an invoice or claim by the provider.

3.9 Prices

- 3.9.1 Prices charged by the Tenderer 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 Sports, Arts and Social Development Fund (SASDEF) 's request for tender validity extension as 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 Sports Fund within 30 days of receiving the request.

3.10 Assignment

- 3.10.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Sports, Arts and Social Development Fund (SASDEF)'s prior written consent.

3.11 Termination for Default

- 3.11.1 The Sports, Arts and Social Development Fund (SASDEF) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer terminate this contract in whole or in part:
- (a) If the Tenderer 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 Sports, Arts and Social Development Fund (SASDEF) .
 - (b) If the Tenderer fails to perform any other obligation(s) under the contract.
- 3.11.2 In the event the Sports, Arts and Social Development Fund (SASDEF) 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 Tenderer shall be liable to the Sports, Arts and Social Development Fund (SASDEF) for any excess costs for such similar services. However the Tenderer shall continue performance of the contract to extent not terminated.

3.12 Termination for Insolvency

- 3.12.1 The Sports, Arts and Social Development Fund (SASDEF) may at any time terminate the contract by giving written notice to the Tenderer if the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Sports, Arts and Social Development Fund (SASDEF).

3.13 Termination for Convenience

- 3.13.1 The Sports, Arts and Social Development Fund (SASDEF) by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its Commission convenience, the extent to which performance of the Tenderer 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 Sports, Arts and Social Development Fund (SASDEF) may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The Sports, Arts and Social Development Fund (SASDEF) and the Tenderer 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 dispute be referred for resolution to the formal mechanism specified in the SCC.

3.15 Governing Language

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

3.16 Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya.

3.17 Force Majeure

- 3.17.1 The Tenderer 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 even 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 (SCC)

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

Reference of General Conditions of Contract	Special conditions of contract
3.6 Performance security	10% of the contract sum from a Reputable Bank in the prescribed format covering the period of the Contract. The performance security may also be submitted in other forms as described on clause 3.6.3 but on a directive from the Commission.
3.7 Delivery of Service	For a period of twelve (12) months, this may be renewable for another period of one year in accordance with the law subject to satisfactory Performance.
3.8 Payment	As per the contract agreement
3.9 Price adjustment	N/A
3.14.2	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to the Nairobi Centre for International Arbitration and the arbitration shall be in guided by the provisions of the Nairobi Centre for International Arbitration Act No. 26 of 2013.
3.15	The language of the contract will be English
3.16	The applicable law will be the Laws of Kenya
3.18 Notices	The Chief Executive Officer, The Sports, Arts and Social Development Fund, P. O. Box 4644 – 00200 NAIROBI Email: sasdefprocurement@gmail.com For: Service Provider

SECTION V - TERMS OF REFERENCE

TERMS OF REFERENCE (TOR) FOR PROVISION OF APPROVED ISSUER (MANAGER) SERVICES FOR THE STAFF PENSION SCHEME

1.0 INTRODUCTION

The Sports, Arts and Social Development Fund (SASDF) is established under the Public Finance Management (Sports, Arts and Social Development Fund) Regulations, 2018 (Legal Notice No. 194) with the mandate of providing funding to support the development and promotion of sports and arts, and the promotion of social development including universal health care.

The Fund requires a service provider- Approved Issuer(Manager) for its Staff Pension Scheme(SPS).

2.0 OBJECTIVE OF THE APPROVED ISSUER(MANAGER)

The overall objective of this approved issuer is to invest the Retirement Contributions and to provide a good rate of return.

Guarantees the accumulated capital of the scheme fund together with the investment income thereof in accordance with the terms of the Guaranteed Fund contract entered into between the approved issuer and the Staff Pension scheme (SPS).

Proposal Guidelines and Requirements

This is an open and competitive process. The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal. The price you quote should be inclusive. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation on the nature of those fees.

If the execution of work to be performed by your organization requires the hiring of sub-contractors/consultants you must clearly state this in your proposal. The

sub-contractors/Consultants must be identified and the work they will perform must be defined. However, the Fund reserves the right to refuse a proposal based upon the use of sub-contractors/consultants.

Provisions of this Terms of Reference (TOR) and the contents of the successful responses are considered available for inclusion in final contractual obligations. To obtain information on the institution or to seek any clarifications, bidders are requested to liaise with the Supply Chain Management Office, **Sports, Arts and Social Development Fund Staff Pension Scheme** regarding any information that they may require before submitting a proposal.

The bidders are invited to submit a Technical Proposal and a Financial Proposal. The proposals will be the basis for negotiations and ultimately for a signed Contract with the selected firm.

3.0 SPECIFIC TASKS OF THE APPROVED ISSUER/ MANAGER

The Approved issuer/ Manager shall have all the powers necessary for the performance of his functions under this Act and in particular the manager shall—

- (a) Advise the scheme or pooled fund on the asset classes which are available for investment;
- (b) Assist the scheme or pooled fund to formulate a prudent investment policy on the investment of scheme funds or pooled fund;
- (c) Invest capital moneys which form part of the scheme or pooled fund subject to the adopted investment policy;
- (d) Reinvest any income of the scheme fund or pooled fund which is not required by the trustees for any immediate payments;
- (e) Submit to the scheme or pooled fund at least quarterly from the date of commencement of the financial year of the scheme or pooled fund;
 - (i) A report reviewing the investment activity and performance of the investment portfolios comprising the scheme fund or pooled fund since the last report date and containing the manager's proposals for the investment of the scheme fund or pooled fund during the following period as recommended by the Authority;
 - (ii) A record of all investment transactions during the previous period;

(f) Sit in-attendance, in the case of a scheme whose funds are not invested in a pooled fund, at the meetings of the board of trustees whenever the trustees have an agenda item involving management of the scheme fund;

(g) (i) Keep or cause to be kept such books, records and statements as may be necessary to give a complete record of—

(i) The scheme fund or pooled fund and investment portfolio held by the custodian ;(2) The Approved issuer/ Manager shall ensure those minutes, statements and resolutions in respect of a scheme fund, or pooled fund investment portfolio shall be properly kept and maintained.

(4) The Approved issuer/Manager shall submit to the Authority within thirty days from the date of his or her appointment and subsequently within thirty days after every quarter—

(a) A statement of the scheme fund or pooled fund and investment portfolio Including details of the cost of such investments;

(b) A statement detailing the investment transactions carried out within the six Months period of reporting; and

(c) A report reviewing the investment activity and performance of the investment Portfolio comprising the scheme fund or pooled fund and proposed Investments of the scheme fund or pooled fund during the ensuing six months.

(6) The Approved issuer/ Manager shall invest the assets of the pooled fund in the name of the pooled fund and all accrued investments income, commissions, fees and direct and indirect gains from investing the pool fund shall be credited into the pooled fund account which is maintained by a custodian on behalf of the pooled fund.

(7A) Approved issuer/ Manager shall not provide management or custodial services to any scheme or pooled fund in respect of which the custodian is a company related to such manager:

Provided that where a Manager and the related company are, at the commencement of This paragraph, already providing such services, the manager shall—

(a) Within thirty days from the date of commencement of this paragraph notify the Authority of the fact; and

(b) Comply with the provisions of this paragraph within three years from the date of such notification.

(8) All monetary benefits, commissions or gains arising directly or indirectly out of Managing scheme or pooled funds shall be credited into the scheme fund or pooled fund by the manager or custodian as the case may be.

(9) An agreement between a scheme or pooled fund and manager shall make provision for the computation of the fees in respect of management services.

6.0 EXPECTED OUTPUTS/DELIVERABLES

A Deposit Administration Policy for 3 years within seven (7) days of signing the agreement.

7.0 REQUIREMENTS

The Fund invites eligible consulting firms to submit tenders in providing the above services. Interested firms should provide information demonstrating that they have the required qualifications and relevant experience to undertake the assignment. Eligibility will also be interpreted in the context of institutions that will demonstrate successful past and current clients.

7.1 CONTRACT TERMS

The Fund will negotiate contract terms upon selection. All contracts are subject to review by a committee, and the contract will be awarded upon signing of an agreement or contract, which outlines terms, scope, fees and other necessary items.

8.1 Basis for Bidder Evaluation

Bidders for this assignment shall be evaluated on the basis of the following general areas:

1. Compliance with statutory requirements – mandatory;
2. Firm's experience and achievement in formulating and implementing strategic plans and resource mobilization/fundraising strategies;
3. Firms must provide information to demonstrate that they are qualified to

perform the tasks through description of similar assignments undertaken in the last five years;

4. Effectiveness of the proposed methodology of carrying out the assignments to the terms of reference; and
5. Technical qualifications of key staff: if a bidder proposes a consortium to manage different aspects of this project, the technical qualifications of key partners in the consortium must be provided.
6. The procuring entity will award the contract to the successful bidder whose proposal will have been determined to be substantially responsive and will have been determined to be the lowest evaluated bid, provided further that the bidder is fully qualified to perform the contract satisfactorily.

8.2 Expertise

1. The Approved issuer/ Manager shall at all times have in its top management including the board of director's persons who are academically and professionally qualified in matters relating to either banking, insurance, law, accounting, actuarial science, finance, economics or investment of scheme funds.
2. At least five years' professional experience in Pension Scheme Fund Management.
3. Evidence of having undertaken similar assignments

8.3 Mandatory /Statutory documents

	Particulars
1.	Certificate of Incorporation
2.	Pin Certificate of the Service Provider
3.	Current Business License
4.	Tax compliance certificate by Kenya Revenue Authority(KRA)
5.	Insurance Regulatory Authority (IRA) Registration Certificate or Retirement Benefits Authority (RBA) Registration Certificate

Failure to submit any of the mandatory documents will lead to automatic disqualification.

Mandatory Criteria

The Proposal will be required to meet the below mandatory criteria and will be assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

- General Information about your organization and its ownership structure
- Size and governance standards specifically core business and value of fund under management.
- Statutory & Compliance Documents
- Company Financial Strength
- Existence of proper fund management and IT systems
- Confirmation of Guaranteed Rate of Return for 10 years
- Impeccable fund management with a good record of returns, attach analysis of your investment performance against the market for the last 10 years.
 - Human resources and qualifications, research and investment decision making process.
 - Risk appreciation and evaluation competence
 - Client base and Experience in Guaranteed Fund Investments
 - Flexibility and adaptability to client needs
 - Quality of reporting
 - Performance focus
 - Disaster recovery plan
 - Company's practice on Policy Documents at inception, business assigns / change of ownership, terms of transfer, termination, amendments, arbitration and guarantees
 - Fees, any alternative fees structures, and the level of professional indemnity insurance.

Evaluation criteria

The following criteria will form the basis upon which the select committee will evaluate proposals. The evaluation is applied when the mandatory criteria has been met.

The minimum pass mark required will be 70%. The best candidates will be considered for interviews and further engagement by the Fund.

	Description	Marks												
1	General Information about your organization and its ownership structure.	2												
2	Size and governance standards specifically core business and value of funds under management.	3												
3	Mandatory & Compliance Documents	10												
4	Impeccable Guaranteed Fund management with a good record of returns, attach analysis of your investment performance against the market for the last five (5) years. <table border="1" data-bbox="180 758 1122 856"> <thead> <tr> <th>Year</th> <th>2018</th> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> </tr> </thead> <tbody> <tr> <td>Rate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year	2018	2019	2020	2021	2022	Rate						10
Year	2018	2019	2020	2021	2022									
Rate														
5	Company's practice on Policy Documents at inception, business assigns / change of ownership, terms of transfer, termination, amendments, arbitration and guarantees.	2												
6	Company Financial Strength: - Attach Audited Financial Accounts(past 2 years)	10												
7	An organizational structure.	2												
8	Human resources and qualifications: - Attach evidence of professional membership in relevant courses to professional in relevant courses relating to either banking, insurance, law, accounting, actuarial science, finance, economics or investment of scheme funds.	4												
9	Risk Management Matrix.	10												
10	Client base; Provide a list of clientele in Guaranteed Fund arrangement. Kindly provide letters of reference(Minimum 5)	10												
11	Quality of reporting; Kindly provide sample reports.	2												
12	Details of your standard turnaround times.	3												
13	Procedure of addressing member and trustees' queries.	3												
14	Additional services provided/Value additions	6												
15	IT Resources; evidence of software .	5												
16	Disaster recovery plan.	3												
17	Professional indemnity insurance.	5												
18	Presentation	10												

19	Total Marks	100
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The pass mark for the technical proposal is 70% out of a possible 100%.

Each responsive proposal shall be given a Technical Score (TS). A proposal whose technical score does not receive at least 70 points out of the maximum 100 points in this evaluation shall be disqualified and its financial proposals returned unopened.

9.0 TIME FRAME AND FINANCIAL COSTS

A Deposit Administration Policy for 3 years within seven (7) days of signing the agreement.

Financial Proposal

The financial proposal must remain valid for **60 days** after the submission date. During this period the Service Provider is expected to keep available at his own costs all staff proposed for the assignment. The financial proposal must comply with the applicable statutory and regulatory requirements. The financial proposal should also include details of all applicable taxes.

Below are the general sections of the financial proposal.

- 1. Submission letter indicating total fees.

10.0 ORGANIZATIONAL CONTACTS

The Approved Issuer/ Manager will work under the supervision of the Chief Executive Officer, the Sports Arts and Social Development Fund.

11.0 SUBMISSION OF POLICY DOCUMENT

The Deposit Administration Policy for 3 years should be submitted to the Chief Executive Officer, The Sports Arts and Social Development Fund within 45 days of award of contract in three bound copies and a soft copy.

12.0 The Fund may at its own discretion call for oral presentations during the technical evaluation stage if it deems it necessary.

SECTION VI

STANDARD FORMS

Notes on the Standard Forms

1. **Tender Form** - 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 **(to be submitted separately with the financial proposal)**.
2. **Price Schedule form** – the price schedule form must similarly be completed and submitted with the tender **(to be submitted separately with the financial proposal)**.
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.
4. **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents **(to be submitted with the Technical proposal)**.
5. **Tender Security Form** – When required by the tender documents the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the Sports, Arts and Social Development Fund (SASDEF) **(to be submitted with the Technical proposal)**.
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 Sports, Arts and Social Development Fund (SASDEF).
7. **Past Performance Form** – This form must be completed by all participating bidders at the time of preparation of the bid. The information given in the form must be supported with required attachments **(to be submitted with the Technical proposal)**.
8. **Litigation History Form** – This form must be completed by all participating bidders at the time of preparation of the bid **(to be submitted with the Technical proposal)**.
9. **Anti-Corruption Declaration Form** - This form must be completed by all participating bidders at the time of preparation of the bid **(to be submitted with the Technical proposal)**.

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FORM OF TENDER (To be enclosed in the financial envelope)

To: Bidder Name.....
Bidder address.....
Date.....

The Chief Executive Officer

Sports, Arts and Social Development Fund (SASDEF),
9th Floor Talanta Plaza,
P. O. Box 4644-00200,
NAIROBI

Dear Sir,

RE: PROVISION OF A STAFF PENSION SCHEME APPROVED ISSUER(MANAGER) SERVICES

- 1. Having examined the tender documents including Addenda No. (*Insert Number*), we the undersigned, offer to provide Pension Approved issuer (Manager) Services under this tender in conformity with the said Tender Document for the sum of:-

Kshs..... (*Total tender amount in words and figures*) for the Pension Approved Issuer(Manager)Services **as per the schedule of requirements.**

Monthly administration fee (Kshs).....

- 2. We undertake, if our Tender is accepted, to provide the specified Pension Administration Services in accordance with the conditions of the Tender.
- 3. We agreed to abide by this Tender for a period of..... (Number) days from the date fixed for Tender opening of the Instructions to Bidders 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..... 2020

(Signature)

(In the Capacity of)

Authorised to sign

PRICE SCHEDULE FORM (To be enclosed in the financial envelope).

i. ANNUAL FEE

NO .	PARTICULARS OF PENSION ADMINISTRATION SERVICES	CONSOLIDATED ANNUAL FEE (KSHS.)
1	Provision of Staff Pension scheme for approved issuer manager services	

Note:

The above Consolidated Annual Fee should be inclusive of all applicable taxes and duties/levies.

SAMPLE CONTRACT FORM

THIS AGREEMENT made theday of20..... Between the Client (hereinafter called "the Sports, Arts and Social Development Fund") of the one part and

.....(name of tenderer) of -----
----- (City and Country of tenderer) (hereinafter called "the tenderer") of the other part:

WHEREAS the Sports, Arts and Social Development Fund (SASDEF) invited tenders for the provision of pension scheme services and has accepted a tender by the tenderer for the provision of the services in the sum of _____ (Contract Price in words and in figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH A FOLLOWS:-

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contracts referred to.
- 2) The following documents shall be deemed to form and be read and constructed as part of this Agreement, Vix:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The schedule of requirements,
 - (c) The details of cover
 - (d) The general conditions of contract
 - (e) The special conditions of contract and
 - (f) The Sports, Arts and Social Development Fund (SASDEF) 's notification of Award
 - (g) The acceptance letter from successful bidder.
- 3) In consideration of the payments to be made by the Sports, Arts and Social Development Fund (SASDEF) to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Sports, Arts and Social Development Fund (SASDEF) to provide the Insurance cover and to remedy defects therein in conformity in all respects with the provisions of the contract.
- 4) The Sports, Arts and Social Development Fund (SASDEF) 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.

CONFIDENTIAL BUSINESS QUESTIONNAIRE (To be enclosed in the technical envelope).

(Must be filled by all applicants or Tenderers ' who choose to participate in this tender)

Name of Applicant (S)
.....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name

Certificate of Incorporation / Registration No.

Location of business premises:

Country Physical Address.....

Town Building

Floor Plot No.....

Street / Road Postal Address

Postal / Country Code Telephone No's.....

Fax No's. E-mail address.....

Website Contact Person (*Full Names*).....

Direct / Mobile No' Title

Power of Attorney (Yes / No)
If Yes, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....
(Applicable to Local Suppliers Only)-attach a copy of a valid certificate

Local Authority Trading License No Expiry Date

Value Added Tax No

Value of the largest single assignment you have undertaken to date (US\$/Kshs.)

.....Was this successfully undertaken?
Yes / No(If Yes,Attach reference)

Name (s) of your banker s) Branches _____ Tel. No's. _____

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin _____

Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

Full Names	Nationality	Citizenship	Details	Shares
------------	-------------	-------------	---------	--------

- 1.
- 2.
- 3.
- 4.
- 5.

Company Profile _____

Part 2 (c) – Registered Company

Private or public.....

Company Profile (Attach brochures or annual reports
in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

In the capacity of.....

Dated this day of..... 2020

Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated this day of.....2020

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No
(Delete as necessary) Institution

.....
(Title) (Signature) (Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

Company Name	Country	Contract/ Order No.	Value
1.			
2.			
3.			
4.			
5.			

Contact person (Full Names)

E-mail address

Cellphone no

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Privatization Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature

For and on behalf of M/s

In the capacity of

Dated this day of..... 2020.

Suppliers' / Company's Official Rubber Stamp

.....

TENDER SECURITY FORM (To be enclosed in the technical envelope).

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of pension administration 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 (*Sports, Arts, Social Development Fund*) (hereinafter called <the procuring entity> in the sum of (*state the amount*) for which payment will and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the Form: or
2. The the tender, having been notified of the acceptance of its tender by the Sports, Arts and Social Development Fund (SASDEF) 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 Sports, Arts and Social Development Fund (SASDEF) up to the above amount upon receipt of its first written demand, without the Sports, Arts and Social Development Fund (SASDEF) having to substantiate its demand, provided that in its demand the Sports, Arts and Social Development Fund (SASDEF) will note 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.

(Authorised Signatories and official stamp of the Bank)

PERFORMANCE SECURITY FORM

To: _____
(Name of Commission)

WHEREAS _____ (Name of tenderer)
(Hereinafter called "the tenderer") has undertaken, in pursuance of
Contract No _____ (reference number of the contract) dated _____
20 _____ to provide _____
(Description of pension scheme services) (Herein 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 sum of
Kshs. _____ (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 guarantor

(Name of bank financial institution)

(Address)

(Date)

PAST EXPERIENCE (NAMES OF THE APPLICANT’S CLIENTS) - To be enclosed in the technical envelope)

NAMES OF OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS

1. Name of 1st Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

2. Name of 2nd Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

3. Name of 3rd Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

4. Name of 4th Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

5. Name of 5th Client (organization)

- i) Name of Client (organization)
- ii) Address of Client (organization)
- iii) Name of Contact Person at the client (organization)
- iv) Telephone No. of Client
- v) Value of Contract
- vi) Duration of Contract (date)

(Attach documental evidence of existence of contract)

**SELF-DECLARATION FORM (To be enclosed in the technical envelope).
ANTI-CORRUPTION DECLARATION**

We (*insert the name of the company / supplier*)-----
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of the Commission.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that the Commission may have.

Name.....Signature.....Date

Company Seal / Business Stamp **ANTI-**

FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) -----
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) -----
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

SAMPLE LETTER OF NOTIFICATION OF AWARD

M/S
P. O. Box
Nairobi

Dear Sir/Madam,

**RE: PROVISION OF STAFF PENSION SCHEME APPROVED ISSUER (MANAGER)
SERVICES AS SPECIFIED**

Your Bid dated amounting to Kenya Shillings only for provision of pension administration services as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after (14No.) days have elapsed from the date of this letter and upon submission of an acceptable performance security of 10% of the contract sum.

The duration of this contract will be for twelve (12) months from the date of commencement which may be renewed for a further period as per the Procurement Act 2015 subject to satisfactory performance and the payment will be as per the Contract.

The..... is hereby appointed Contract Manager in Connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

CHIEF EXECUTIVE OFFICER

-----End-----