



KENYA LEATHER DEVELOPEMENT COUNCIL

TENDER DOCUMENT

FOR

**PROVISION OF RETIREMENT BENEFITS SCHEME
THROUGH AN UMBRELLA ARRANGEMENT**

TENDER NO: KLDC/PROC/046/2020-2021

**SUBMISSION DEADLINE:
25TH MAY 2021 AT 11.00 A.M**

5TH FLOOR, CPA CENTRE
THIKA ROAD
P.O. BOX 14480 –00100
TEL: +254 (704) 617705
NAIROBI, KENYA.
E-mail: ldckenya@gmail.com
Website: www.leathercouncil.go.ke

TABLE OF CONTENTS

TENDER NOTICE.....	3
SECTION I INVITATION FOR TENDERS.....	3
SECTION II INSTRUCTION TO TENDERERS.....	4
SECTION III GENERAL CONDITIONS OF CONTRACT.....	17
SECTION IV SPECIAL CONDITIONS OF CONTRACT	22
SECTION V SCHEDULE OF REQUIREMENTS	23
SECTION VI STANDARD FORMS.....	30
1. FORM OF TENDER	38
2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	39
3. TENDER SECURITY FORM	41
4. CONTRACT FORM.....	42
5. PERFORMANCE SECURITY FORM.....	43
6. BANK GUARANTEE FOR ADVANCE PAYMENT.....	44
7. LETTER OF NOTIFICATION OF AWARD.....	45
8. FORM RB 1.....	46
9. DEBARMENT FORM.....	47
10. ANTI-CORRUPTION FORM.....	48
11. LITIGATION FORM.....	49
12. PRICE SCHEDULES.....	50
13. BIO-DATA IN LINE WITH EXECUTIVE ORDER NO.2 OF 2018.....	51

SECTION I - INVITATION TO TENDER

TENDER NAME: PROVISION OF RETIREMENT BENEFITS SCHEME
THROUGH AN UMBRELLA ARRANGEMENT

TENDER NO: KLDC/PROC/046/2020-2021

The Kenya Leather Development Council invites sealed tenders from eligible Umbrella Scheme Service Providers for provision of staff retirement benefits.

A complete set of Tender Documents may be obtained by interested candidates from the Kenya Leather Development Council website: www.leathercouncil.go.ke or PPIP portal: www.tenders.go.ke

Bidders who download the tender document will not be required to pay any fee and must forward their particulars immediately for recording and for the purposes of receiving any further tender clarifications and/or addendums to: procurement@leathercouncil.go.ke

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Kenya Leather Development Council, offices in Nairobi, or be addressed to:

SECRETARY/ CHIEF EXECUTIVE OFFICER
KENYA LEATHER DEVELOPMENT COUNCIL,
P.O. BOX 14480 - 00800, NAIROBI

To be received on or before Tuesday, 25TH MAY 2021 at 11.00 am.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the Kenya Leather Development Councils' Offices Located at CPA Centre, 5th floor boardroom- Thika Road, Nairobi

Chief Executive Officer
KENYA LEATHER DEVELOPMENT COUNCIL

SECTION II - INSTRUCTION TO TENDERERS

TABLE OF CLAUSES

2.1	Eligible Tenderers	5
2.2	Cost of Tendering.....	5
2.3	Contents of Tender Document.....	5
2.4	Clarification of Tender Documents.....	6
2.5	Amendment of Tender Documents	6
2.6	Language of Tenders	6
2.7	Documents Comprising the Tender	6
2.8	Form of Tender.....	7
2.9	Tender Prices.....	7
2.10	Tender Currencies	7
2.11	Tenderers Eligibility and Qualifications	7
2.12	Tender Security	7
2.13	Validity of Tenders.....	8
2.14	Format and Signing of Tenders.....	8
2.15	Sealing and Marking of Tenders	9
2.16	Deadline for Submission of Tenders	9
2.17	Modification and Withdrawal of Tenders.....	9
2.18	Opening of Tenders	10
2.19	Clarification of Tenders.....	10
2.20	Preliminary Examination and Responsiveness.....	10
2.21	Conversion to single currency.....	11
2.22	Evaluation and Comparison of	11
2.23	Contacting the Procuring entity	12
2.24	Post-qualification.....	12
2.25	Award Criteria	12
2.26	Procuring Entity's Right to Vary Quantities	13
2.27	Procuring entity's Right to accept or Reject any or all Tenders.....	13
2.28	Notification of Award.....	13
2.29	Signing of Contract.....	13
2.30	Performance Security	13
2.31	Corrupt or Fraudulent Practices.....	14

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for this tender document shall not exceed Kshs.1000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Terms of reference /details of the cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) The standard forms
 - (x) Confidential Business Questionnaire Form
 - (xi) Tender security Form
 - (xii) Performance security Form
 - (xiii) Declaration Form
 - (xiv) Request for Review Form
 - (xv) Any other document and addenda issued.

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to consider the amendment in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8 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.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be 2 per cent of the tender price.

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

2.13 Validity of Tenders

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

2.14 Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare original and **1 COPY** of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity 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 (as per invitation to tender letter) at 11.00am.**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than the **date and time specified in the invitation to tender.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders, which will not fit the tender box, shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **(as per invitation to tender letter)**, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to single currency

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

2.22 Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

Operational plan proposed in the tender:

- (a) deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.
- (a) Operational Plan
- (I) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity has required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
- (I) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be

evaluated based on this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.23 Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

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

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

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

2.26 Procuring Entity's Right to Vary Quantities

2.26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the service requirement originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.27 Procuring entity's Right to accept or Reject any or all Tenders

2.27.1 Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.28 Notification of Award

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

2.28.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to Clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.29 Signing of Contract

2.29.1 At the same time as the Procuring, entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 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.

2.30 Performance Security

- 2.30.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.
- 2.31 Corrupt or Fraudulent Practices**
- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.31.2 The Procuring entity will reject a Tender for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for the procurement of Retirement Benefits Scheme through an Umbrella Arrangement shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1. Eligible Tenderers	Firms Registered and Operating in Kenya.
2.9. Tender Prices	<p>Tender document should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law.</p> <p>Financial evaluation: The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender.</p> <p>The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the bid as submitted shall prevail</p>
2.12. Tender Security	Interested firms to provide a Tender security of Kshs.100,000 (Kenya shillings One hundred Thousand) in form of a guarantee from a reputable bank or institution approved by the Public Procurement Regulatory Authority (PPRA) valid for 150 days beyond tender Opening date
2.13	Award of Contract shall also consider whether the Bidder or their Recommended scheme providers has previously failed to satisfy Service Level Agreements or agreed Performance Benchmarks in any previous Contract relating to that particular scheme, in which case the scheme shall be awarded to the next lowest evaluated compliant Bidder. (The procuring entity will conduct due diligence on the successful bidder)
2.15.2 (b)	<p>The inner and outer envelopes shall bear the Words:</p> <ul style="list-style-type: none"> (i) Tender Name: Provision of Retirement Benefits Scheme through an Umbrella Arrangement (ii) Tender No: KLDC/PROC/046/2020-2021 (iii) DO NOT OPEN BEFORE 25th May 2021 at 11.00am. <p>Tenders must be addressed and delivered to: The Chief Executive Officer, Kenya Leather Development Council, P. O. Box 14480-00800, NAIROBI.</p> <p>OR be deposited at the tender box located at CPA CENTRE, 5TH floor reception area, Thika road Nairobi during normal working hours (8.00AM -5.00 PM)</p>

2.16.1	Tenders must be received on or before 25th May 2021 at 11.00am.
2.16.3	Bulky tenders will be received at the Kenya Leather Development Councils procurement office upon recording and signing for the documents delivered
2.18.1	Tenders will be opened at the time stated in the presence of tenderers or their representatives
2.22.1	EVALUATION CRITERIA (please refer to special conditions of contract under section IV of the document
POST QUALIFICATION	
2.24	The Kenya Leather Development Council will conduct due diligence on tenders based on the information provided in the tender document and from other legal avenues at its disposal. Tenderers Must provide names, addresses, telephone numbers and contact persons of at least Five (5) current clients that the bidder is servicing with their bid.
2.25.2	The successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, shall be invited for negotiations.
2.30: Performance security	A 10% performance security shall be provided by the successful tenderer from a reputable bank and valid for the entire period of the contract.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1	Definitions	18
3.2	Application	18
3.3	Standards	18
3.4	Use of Contract Documents and Information	18
3.5	Patent Rights	19
3.6	Performance Security	19
3.7	Delivery of services and Documents	19
3.8	Payment	19
3.9	Prices	19
3.10	Assignment	20
3.11	Termination for Default	20
3.12	Termination for Insolvency.....	20
3.13	Termination for Convenience.....	20
3.14	Resolution of Disputes	20
3.15	Governing Language	21
3.16	Applicable Law	21
3.17	Force Majeure	21
3.18	Notices.....	21

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

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

3.2 Application

3.2.1 These General Conditions shall apply to the extent that provisions of other part of the contract do not supersede them

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contracts or performance under the Contract if so, required by the Procuring entity.

3.5 Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7 Delivery of services and Documents

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

3.8 Payment

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (30) days after submission of an invoice or claim by the contractor

3.9 Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10 Assignment

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

3.11 Termination for Default

3.11.1 The Procuring entity may within 30 days' notice, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

(a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

(c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving 14 days written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, if such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

3.13.1 The Procuring entity by 30 days written notice sent to the contractor may terminate the contract in completely or in part, at any time for its convenience. The notice of termination shall specify that the termination be for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14. Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17. Force Majeure

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

3.18. Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.0 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 Must be provided from a reputable bank within Twenty-One (21) days of receipt of Notification of Award Letter.
3.7 Delivery of Service	As per the contract agreement
3.8 Payment	As per the contract agreement
3.9 Price adjustment	No price adjustments will be allowed within the contract period from the stated contract price and unit rates
3.14 Resolution of disputes	Disputes that the parties cannot amicably resolve shall be referred to the Nairobi Centre for International Arbitration
3.18 Notices	THE CHIEF EXECUTIVE OFFICER, KENYA LEATHER DEVELOPMENT COUNCIL, P. O. Box 14480-00800, NAIROBI.

SECTION V SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR THE KENYA LEATHER DEVELOPMENT COUNCIL STAFF PENSION SCHEME

5.0 INTRODUCTION

5.1 Background

The Kenya Leather Development Council was established in 2011 under the Kenya Leather Development Council Order, 2011 in exercise of the powers conferred by section 3(1) of the State Corporations Act Laws of Kenya. Under this Order, it is stipulated that the functions of the KLDC shall be to:

- (a) Provide advisory services to the Minister on matters relating to processing of and trade in hides, skins, leather and leather goods for planning purposes;
- (b) Promote, direct, coordinate and harmonize all activities in the leather subsector;
- (c) Guide the implementation of the Board's policies and strategies;
- (d) Undertake research and development activities;
- (e) Oversee licensing in the leather subsector;
- (f) Collect, store, analyze and disseminate data on leather subsector;
- (g) Enhance inertial and external marketing strategies; and
- (h) Perform such other function, as the Minister may consider necessary.

5.2 Vision

Dynamic Global Agency for promotion of excellence in development of leather value chain.

5.3 Mission

To provide leadership and policy direction in regulation, production, processing and marketing in leather industry to provide equitable development and poverty reduction.

5.4 Core Values

- i. Transparency and Accountability
- ii. Professionalism
- iii. Honesty and Integrity
- iv. Team work
- v. Collaboration and Networking
- vi. Commitment to Meritocracy and welfare of our staff
- vii. Social Responsibility

5.5 Motto

Leather for Wealth, Ngozi ni Mali

5.6 Scope of Administration Services

- a) Maintenance of member data and accounts – including for deferred members
- b) Processing and validation of contributions
- c) Distribution to member accounts of net investment income
- d) Preparation of member benefits statements
- e) Calculation and payment of benefits as they fall due
- f) Management of member relations for actives and non-actives
- g) Regular reporting to trustees on membership issues, regulatory compliance etc.
- h) Management of compliance with requirements of regulators, the Kenya Revenue

- Authority including the preparation and submission of reports
- i) Facilitation of member annual general meetings –
- j) Management of member relations
- k) Maintenance of member nomination of beneficiaries' records
- l) Provision of advisory services to the members on matters relating to retirement benefits
- m) Facilitation of member education days/forums

In addition to the above scope of services, the Fund Administrator shall carry out the day-to-day administration of the Scheme in accordance with the provisions of the Retirement Benefits Act, the Income Tax Act, the Trust Deed and Rules, all other applicable legislation in force including all documents related to the new Scheme.

5.7 Scope of Advisory Services

- a) To advise the Trustees on the effective retirement benefits designs and facilitate communication to members on the scheme design.
- b) To facilitate and manage the process of appointing a Fund Manager, Custodian, Auditor and Insurer as may be applicable.
- c) To manage the relationships with the Fund Manager, Custodian, Administrator, Auditor, actuary and any other service providers or advisers as appropriate.
- d) To monitor service levels and ensure that they comply with service agreements
- e) To receive and review reports from service providers and provide independent assessments and guidance to the trustees and committees set by trustees.
- f) To manage audits and actuarial examinations on behalf of the trustees.
- g) To manage relationships with regulators, monitor compliance and guide and assist the trustees in taking all appropriate measures.
- h) To keep the sponsor informed of matters relating to the scheme.
- i) To ensure scheme documentation is kept up to date in respect to the RBA and other regulatory requirements.
- j) To manage communications to members and member relations
- k) Preparation of annual reports or commonly known as popular reports to all members.
- l) Facilitation and attendance of Trustees meetings
- m) To provide advisory services to the members relating to their retirement planning.
- n) In partnership with the fund manager and scheme Trustees, we develop the fund investment policy.

5.8 Investment Accounting Services

- a) Maintain the books of accounts by recording the assets, income and expenditure based on detail and documents received from service providers and the sponsor
- b) Carry out all reconciliations (with bank accounts as well as with the reports of the investment manager and the custodian and, of course, the administration records)
- c) Prepare and submit quarterly detailed financial reports to the trustees
Prepare abbreviate

EVALUATION OF TENDERS

The following special conditions will form the evaluation criteria for the bids submitted.

EVALUATION CRITERIA TO BE USE TO EVALUATE THE TENDERS

2.7.1 The received tender will be evaluated in four stages as detailed below:

1. **Stage 1:** Compliance with Mandatory Requirements;
2. **Stage 2:** Compliance with Technical requirements.
3. **Stage 3:** Oral presentation.
4. **Stage 4:** The Financial Evaluation
5. **Stage 5:** Making Recommendations

Stage 1: Compliance with the Mandatory Requirements (MR)

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements.

MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	TENDERERS RESPONSE
MR 1	Provide a Certified copy of the Company's Certificate of Registration / Incorporation / Or Business Registration Certificate	
MR 2	CR12 Form duly filled and acquired in the last twelve months (12)	
MR 3	Provide a Certificate of Tax Compliance from Kenya Revenue Authority (KRA) Valid up-to at least the date of tender opening	
MR 4	Provide Duly completed Confidential Business Questionnaire as provided in the Tender Document (signed and stamped by authorized officer)	
MR 5	Provide duly signed & stamped Form of Tender by the Tenderer in the format provided	
MR 6	Provide Tender Security of Kshs.100,000 (Kenya shillings One hundred Thousand) in form of a guarantee from a reputable bank or institution approved by the Public Procurement Regulatory Authority (PPRA) valid for 150 days beyond tender opening date.	
MR 7	Provide current Certificate of Registration as an administrator issued by the Retirement Benefits Authority (RBA)	
MR 8	Provide copies of Audited Financial accounts of the company for the last three financial years (2018, 2019 and 2020) duly signed and Stamped by Auditors and Directors	
MR 9	Provide the current Single business permit in the specific category of services	
MR 10	Submit the company profile complete with details of all investments both within the country and outside Kenya (signed and stamped by authorized officer)	

MR11	Provide a signed and stamped anti-corruption declaration form in the correct format	
MR12	Provide an insurance policy (scheme indemnity cover) to insure the scheme funds against any financial loss (Attach a copy of the insurance cover/policy document)	
MR13	Provide a signed and stamped Non-debarment form duly filled	
MR 14	Provide a detailed Litigation history in the Last Five years (signed and stamped by the authorized officer)	
MR 15	Provide a Detailed statements of Five current clients (accounts) that the firm is servicing (signed and stamped by the authorized officer) and their contact details	
MR 16	Provide the power of attorney for the authorized signatory duly signed and stamped by commissioner for oaths.;	
MR 17	Provide details of any Foreign partnerships and agreements duly signed by the authorized officer. Details of any foreign Bank accounts MUST be provided.	
	<p style="text-align: center;">RECOMMENDATION</p> <ol style="list-style-type: none"> 1. All documents MUST be signed and stamped by the authorized officer 2. Only bidders who meet ALL the mandatory requirements will be responsive and proceed to the technical evaluation. 	

Stage 2: Compliance with the Technical Requirements

The Second Stage will involve Technical Evaluation of the bids that meet all the Mandatory Requirements in stage one. Bidders who will not meet the mandatory requirement will be deemed non-responsive and will not proceed to the technical evaluation stage.

Proposals meeting all the mandatory requirements will be subjected to technical evaluation based on the criteria given below:

Technical Evaluation Criteria

TECHNICAL SPECIFICATIONS FOR PROVISION OF PENSION SCHEME (UMBRELLA FUND) SERVICES

No.	Item description	Requirement	Score
1.	Detailed Profile of the Scheme- The number of years the service provider has been in the business of provision of pension services, the number of years the umbrella fund has been in existence, the list of all service providers, the major clients/ participating employers, key innovations/ achievements.	<p>One (1) mark for each year the provider has been providing pension services up to a maximum of thirteen (13) marks</p> <p>One (1) mark for each achievement up to a maximum of four (4) marks</p> <p>One (1) mark for each major client served for the last five years up to a maximum of five (5) marks</p> <p>Product differentiation Service provider being independent from other related services with clear segregation of roles up to a maximum of Three (3) marks</p>	25
2.	Submit copies of the audited financial statements of the Umbrella Scheme for the last five (5) years.	One (1) mark for each financial statement provided up to a maximum of five (5) marks	5
3.	Submit evidence of at least five (5) other clients who are currently participating in the scheme: at least three (3) of whom are public sector organizations. (Attach recommendation letters from the client as evidence)	Two (2) marks for each reference letter provided up to a maximum of ten (10) marks	10
4.	Provide a list of qualified personnel. Qualified technical personnel specialized in Fund Management and Pension Schemes Administration (provide evidence using CV and relevant professional certificates otherwise no score). Technical staff with post graduate degree in the relevant area.	<p>One (1) mark for Each qualified technical Staff in the Fund / Pension schemes administration/ Umbrella pension section to a maximum of five (5) marks.</p> <p>One (1) mark each for a Qualified staff with at least 10 years' experience in pension services to a maximum of five (5) marks</p> <p>One (1) mark for each staff member with membership to a professional body/association up to a maximum of five (5) marks (Attach membership certificates)</p>	15
5.	Total value of Client Pension/fund within the Umbrella fund (portfolio value)	<p>Above 15 Billion – Ten (10) Marks</p> <p>10- 15 billion – Five (5) marks.</p> <p>Below 15 billion -One (1) mark</p>	10

No.	Item description	Requirement	Score
6.	Scheme investment model and strategy	Clearly state the current mode of investment of the scheme funds under your portfolio, and the various asset classes/categories where the scheme has invested in and the percentage of funds invested therein	5
7.	Returns	Provide a detailed analysis of the declared rates of scheme returns for the last five years	2
8.	Administration and Systems capacity with evidence or proof that it uses the most modern IT systems in the market and can at least do the following functions {state the name of the system}	<ul style="list-style-type: none"> i) Flexibility to customize system to the requirements of the client ii) Explain the Audit and Control systems including any defined user access, policy rights and Produce an advanced audit trail iii) An Administration System with online member access Customize reports to meet our needs as well as producing reports in real time iv) Can be able to (export data) v) provide any information in various formats such as Word, Excel pdf on request and flexibility for tailoring to suit further reporting vi) Demonstrate capacity for human resources to provide IT support in the event of any system challenges <p>One (1) Mark for each up to a maximum of Five (5) Marks</p>	5
9.	The service provider demonstrates a clear policy and process for Risk Management and enhancing Corporate Governance	<ul style="list-style-type: none"> i) Existence of an independent Compliance and Risk Management Function within the structure ii) Existence of a Business Continuity Policy and Disaster recovery plan iii) Process for identifying and managing risks iv) Compliance tracking and reporting v) Quality Management System vi) Internal Audit Function vii) External quality assurance audit <p>1 mark up to a maximum of ten (7) marks</p>	7
10.	Volatility strategy	Clearly state the volatility protection strategy the scheme has in place	4

No.	Item description	Requirement	Score
11.	Value addition and outlined benefits for the Umbrella Scheme offered by Bidder	Auxiliary benefits/value additions 0.5 marks for each up to a maximum of four (4) marks	4
12.	Reporting	Clearly state the frequency of reporting to the client and the capacity building/knowledge transfer to the scheme members	8
Total Score out of 100 marks			100

Note: Pass Mark is 75% to qualify for Financial Evaluation.

State 3: Oral presentation

The bidders who have complied with Mandatory and Technical requirements (Stage 1 and 2 of the evaluation) and **scored at least 75%** in technical evaluation will be invited for oral presentation. The oral presentation will be evaluated at 20% percent.

Stage 4: The Financial Evaluation

The minimum technical score required to pass is Seventy Five percent (75%) Bidders scoring seventy-five percent (75%) and above in the technical evaluation will have their financial bids proceed for financial evaluation.

The lowest evaluated bidder shall be successful in financial category.

Stage 5: Award Criteria

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

SECTION VI - STANDARD FORMS

Table of Contents

6.1.	TECHNICAL TENDER SUBMISSION FORM.....	31
6.2.	FIRM'S REFERENCES.....	32
6.3.	COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE KENYA LEATHER DEVELOPMENT COUNCIL (KLDC).....	33
6.4.	DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	34
4.5.	TEAM COMPOSITION AND TASK ASSIGNMENT	35
6.6.	FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED.....	36

6.1. TECHNICAL TENDER SUBMISSION
FORM

[_____Date]

To: Chief Executive Officer, KLDC

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Retirement Benefits Scheme Management through an Umbrella Arrangement.**

In accordance with your Tender dated, _____ we are hereby submitting our Tender,

We understand you are not bound to accept any tender that you receive. We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address:]*

6.2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Three Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any: Consultants:		No of Months of Professional Staff provided by Associated
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

6.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE KENYA LEATHER DEVELOPMENT COUNCIL (KLDC).

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

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

6.5 TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6.6.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 assignments and give dates and locations].

Education:

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

Employment Record:

[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 my qualifications, my experience, and me.

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized

representative:

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*. The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert equipment description)*) in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by *(Procuring entity)*.5

4. We agree to abide by this Tender for a period of *[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or two (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

.....

*Attach proof of citizenship

TENDER SECURITY FORM

Whereas [*Name of the tenderer*]
(Hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the supply, installation and commissioning of [*Name and/or description of the equipment*]
(Hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (Hereinafter called “the Bank”), are bound unto [*Name of procuring entity*] (Hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ____

THE CONDITIONS of this obligation are -

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

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

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

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

[Signature of the bank]
(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*Country of Procurement entity*] (Hereinafter called “the Procuring entity) of the one part and [*Name of tenderer*] of [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*Contract price in words and figures*] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of contract; and
 - (f) The Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

PERFORMANCE SECURITY FORM

To
[Name of procuring entity]

WHEREAS [Name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20 _____ to _____ supply [Description of goods] (Hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] 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 or sums within the limits of [*Amount of guarantee*] as previously mentioned, without you 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 _____

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To
[Name of procuring entity]
[Name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

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

FORM RB 1

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.....of20...

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 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 of20.....

SIGNED
Board Secretary

DEBARMENT FORM

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office Box being a resident of In the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of Tender No. For (Insert tender title/description) for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the previously mentioned Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deboned, to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

ANTI-CORRUPTION FORM

SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,..... of P.O. Box..... being a resident of In the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender.
5. THAT what is deboned to herein above is true to the best of my knowledge information and belief.

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

Bidder Official Stamp

LITIGATION FORM

DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE LAST 5 YEARS

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

.....

(Title) (Signature)

 (Date)

Bidder Official Stamp

PRICE SCHEDULE FORM

5.2. SUMMARY OF COSTS

The bidder should provide a summary of all the costs.

Serial No.	Item	Costs
Total Costs		

5.3. REIMBURSABLE EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone etc.)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Any other specify				

Note: provide rate only for reimbursable & miscellaneous expenses

BIO-DATA IN LINE WITH EXECUTIVE ORDER NO.2 OF 2018

Name of Supplier/Contractor Consultant	
Registration Details	
1. Registration Number	
2. Incorporation Number	
PIN Number	
Valid Tax Compliance certificate	
Business Permit/License Number	
For Companies, Names and ID Numbers of: ~	
1. List of Directors	
2. List of Shareholders	
3. List of Beneficial Owners	
For Partnerships, Names and ID Numbers of: ~	
1. Partners	
For Sole Proprietors/Consultants, Name and ID Numbers of:	
1. Proprietor	
2. Business name	
Business Contacts	
1. Telephone -Office	
2. Telephone -Director	
3. Email	
Postal Address	
Physical address	
County of Operation	
Marginalized Groups (where applicable)	
1. AGPO Certificate Number	
2. Category (Youth, Women, PWDs)	

NB: Attach copies of the following documents:

1. Certificate of Registration/Incorporation
2. CR 12
3. Pin Certificate
4. Valid Tax Compliance Certificate
5. National Identification (ID)