



**NATIONAL SOCIAL SECURITY FUND
P.O BOX 30599 – 00100
NAIROBI.**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 03/2018- 2019

**SELECTION OF ACTUARIAL AND INVESTMENT
CONSULTANCY FIRM**

JULY, 2018

National Social Security Fund

P.O. Box 30599 – 00100, Nairobi, Kenya **Tel:** (020) 2729911, 27210552

Email: info@nssfkenya.co.ke **Website:** www.nssf.or.ke

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SECTION I- LETTER OF INVITATION

The National Social Security Fund (NSSF) invites eligible and competent Consultancy Firms to submit proposals for Actuarial and Investment Consultancy Services as detailed herein this RFP document

Tender documents detailing the requirements may be obtained from Procurement Office, NSSF Building, Block A, Western Wing, 9th Floor, along Bishops Road, Nairobi upon payment of Kenya Shillings One Thousand (Kes 1,000/=) non-refundable fee at the Cash Office on Podium Floor, Western Wing, Block 'A' Social Security House – Nairobi. Alternatively, the documents may be downloaded from the website **www.nssf.or.ke** or **http://supplier.treasury.go.ke** free of charge. Interested bidders who download the documents should send their particulars immediately through email **tender@nssfkenya.co.ke** for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Tender documents shall be accompanied by the **Mandatory** requirements as detailed in the respective tender documents for preliminary evaluation. Interested bidders are therefore advised to inspect the tender documents and acquaint themselves with the stated mandatory and technical requirements.

Completed tender documents in plain sealed outer envelope enclosing separately sealed envelopes of **Technical Proposal** (“**Original**” and “**Copy**”) and **Financial Proposal** (“**Original**” and “**Copy**”) clearly marked **RFP No. 03/2018-2019 and Proposal Description** as per instructions in the tender documents and addressed to:-

The Managing Trustee
National Social Security Fund
P O Box 30599-00100
NAIROBI

Should be deposited in the Tender Box on 2nd Floor Block A, Western Wing, Social Security House, Nairobi **on or before 11.00 a.m. on 27th July, 2018**

Tenders will be opened immediately thereafter on 4th floor, Seminar Room, Social Security House, Block A, Western Wing – Nairobi in the presence of bidder or bidders representatives who chose to attend.

The NSSF reserves the right to accept or reject any application either in whole or in part.

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2.1 Introduction

- 2.1.1 The NSSF named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the NSSF in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “A” for consulting services required for the assignment named in the said Appendix.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the NSSF regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “A” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The NSSF will provide the inputs specified in the Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the NSSF are not reimbursable as a direct cost of the assignment; and (ii) the NSSF is not bound to accept any of the proposals submitted.
- 2.1.6 The NSSF’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be Kshs.1,000/= (One thousand shillings) or the documents may be downloaded from the website www.nssf.or.ke free of charge. Interested consultants who download the document should send their particulars immediately through e-mail tender@nssfkenya.co.ke for registration purposes before the tender closing date.
- 2.1.8 The NSSF shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the NSSF’s address indicated in the Appendix “A”. The NSSF will respond by cable,

telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the NSSF may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The NSSF may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the

outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The NSSF will make best effort to complete negotiations within this period. If the NSSF wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

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

2.6 **Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the NSSF on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "A". Any effort by the

firm to influence the NSSF in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

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

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the NSSF shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation indicated in the Appendix "A"

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

2.8 Public Opening and Evaluation of Financial Proposal

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

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The NSSF shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "A", be as follows:-
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the NSSF within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as "address to send information to the NSSF" indicated in the Appendix "A". The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The NSSF and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the NSSF to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the NSSF expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the NSSF will require assurances that the experts will be actually available. The NSSF will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the

case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the NSSF and the selected firm will initial the agreed Contract. If negotiations fail, the NSSF will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The NSSF shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the NSSF will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The NSSF may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The NSSF shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

“APPENDIX “A”

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

Clause Reference

- 2.1.1 The name of the Client is: **NATIONAL SOCIAL SECURITY FUND
P.O. BOX 30599 – 00100
NAIROBI.
Tel. 2729911/2832451**

The method of selection is: **Quality Cost Based Selection (QCBS).**

- 2.1.2 Technical and Financial Proposals shall be prepared separately

The name of the consultancy is Actuarial and Investment Consultancy Services

The objectives and description of the assignment are to provide advice and consulting support to the Board of Trustees and Management of the NSSF that will enable the Board of Trustees to make well-informed decisions regarding the operational, financial, solvency and investment management of the NSSF funds.

- 2.5.2 The number of copies required is two (2) i.e. Original and a Copy for both Technical Proposal and Financial Proposal.

- 2.5.4.1 The proposal submission address is:

**The Managing Trustee
National Social Security Fund
P.O. Box 30599
NAIROBI.**

And Should be deposited in the Tender Box situated on the 2nd floor, reception area, Block ‘A’ Western Wing, Social Security House, Bishop Road Nairobi, **on or before 11.00 a.m. local time on 27th July, 2018:**

Proposals Ref. Number is **RFP No.03 /2018-2019.**

- 2.6 **Evaluation of the Proposal (General)**

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/she should do so in writing at the address indicated in the

appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 The evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

CRITERIA	POINTS
(i) Experience of the firm in carrying out surveys	30
(ii) Adequacy of methodology and work plan in response to the Terms of reference	15
(iii) Personnel: individual consultant experience related to the assignment	40
(iv) Business support	10
(v) Other value addition services	5
Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

EVALUATION CRITERIA

Preliminary evaluation of proposals

The evaluation committee shall first conduct a preliminary evaluation to determine whether–

- i) The proposal has been submitted in the required format as per the invitation and proposal instructions;
- ii) The proposal has been signed by the person lawfully authorized to do so;
- iii) The tender security submitted is in the required form, amount and validity period;
- iv) The required number of copies of the proposals have been submitted as per the invitation and proposal instructions; and
- v) The proposal is valid for the period required as per the proposals instructions.
- vi) All pages in the tender document MUST be serialized.

Statutory/Mandatory requirements

- (i) Valid NSSF Compliance Certificate
- (ii) Valid Kenya Revenue Authority Tax compliance certificate
- (iii) Certificate of Company Registration/Incorporation (existence for at least 10 years)
- (iv) Audited Accounts for the last three years (i.e. within 2015 to 2017)
- (v) Management Accounts for Six months to June 2018
- (vi) Valid current Certificate of Registration as an Actuarial Service provider issued by the Retirements Benefits Authority (RBA)
- (vii) Details of the Firm ownership i.e. List of Major shareholders/Directors, their respective shareholding and citizenship (**Attach CR 12**)
- (viii) Tender security/Bid Bond of **KES 10,000,000.00** from a reputable bank valid for 120 days from the closing date of the Tender
- (ix) Proof of physical location of office (such as copy of rental receipt or lease agreement)
- (x) A valid Professional Indemnity cover from a reputable insurance company of at least Kenya Shilling Ten Million (**KES 10,000,000**) per incident (Attach copy of cover)

Proposals which do not satisfy any of the above requirements shall be rejected.

Due diligence will be carried out on all documents submitted

(a) Technical Evaluation

- i) **Specific experience of the Consultancy Firm in relation to this assignment (30 points)**

Provide names, addresses and contact persons of at least five (5) large Social Security/Pension clients with asset base of at least that can best demonstrate your experience in assignments of a similar nature in the last five (5) years. Attach evidence from each Client e.g. letters of award or engagement (**6 points each**).

ii) Personnel (40 points)

Provide at least seven (7) key professionally qualified team members for this assignment. Attach detailed CVs of the individual consultants fully signed by both parties and copies of highest academic and professional qualifications.

- Team Leader to be a Fellow of the Institute of Actuaries with experience in Social Security/ Pension field and at least 15 years' experience **(14 points)**.
- Fellow Actuary in Social Security/ Pension **(8 points)**
- Less academic qualifications **(Zero Points)**.
- 10 years' experience **(6 points)**.
- Less experience **(Zero Points)**.

- At least four other key personnel who are Fellows of the Institute of Actuaries with at least 10 years' experience **(16 points)**.

- Key personnel to be Fellows of the Institute of Actuaries **(2 points each)**.
- Less academic qualifications **(Zero Points each)**.
- 10 years' experience **(2 point each)**.
- Less experience **(Zero Points each)**.

- At least two other key personnel to have minimum First Degree in a business related field and at least passed CFA Level II with 7 years' experience **(10 points)**.
- Key personnel to have First degree in Business related field and passed CFA Level II **(3 point each)**.
- Less academic qualifications **(Zero Points each)**
- 7 years' experience **(2 point each)**.
- Less experience **(Zero Points each)**.

iii) Business support (10 points)

- International affiliation – **(2 Points)**
- Availability of liquid assets / access to lines of credit or other financial resources (attach evidence) - **(1 points)**
- Appointed bankers – **(1 points)**
- Letter of authority for NSSF to seek reference from your bankers – **(1 points)**.
- Share capital not less than Kshs 20 million **(2 points)**
- Annual turnover not less than Kshs 100 million. **(1 points)**
- Provide proof of IT system capability to handle large volumes of data.**(2 points)**

iv) Methodology/Work plan (15 points)

- i) Provide your proposed work plan for carrying out the assignment preferably in relevant charts showing the various timings from the start to the end of the assignment – **(10 points)**.
- ii) Provide evidence of ability to provide a peer review **(2 points)**
- iii) Comment on key Terms of Reference (TOR) and your understanding of the same. **(3 points)**

v) **Ability to provide other value addition services within the proposed fee scale: (5 Points)**

- Mode and Frequency of reporting to Board of Trustees, NSSF and AGM, last report being for financial year end of June every year **(1 Point)**
- Capacity Building and knowledge transfer for Board of Trustees, NSSF and Staff **(2 Points)**
- Investment Advisory and consulting services **(1 Point)**
- Advice on emerging local and global markets trends, forecasts, opportunities and access to up to date market research **(1 Point)**

N/B: Provide a detailed write up/capability statement on the above.

2.7.4 The minimum total technical score required to be considered in the Financial Stage is **80 points and any proposal that fails to achieve shall be rejected.**

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them un-opened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times \frac{f_m}{f}$ where,

S_f is the financial score

f_m is the lowest fees quoted and

f is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where,

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.8.5 The weights given to the Technical Score (T) and Financial Score (F) Proposals are:

T= 0.80

F=0.20

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of NSSF*]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

_____ [*Name of Firm*]

_____ [*Address:*]

2. FIRM'S REFERENCES

Relevant services carried out in the last five (5) 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:		
Start Date (Month/Year)	Completion Date: (Month/Year)	Approximate Value of Services (Kshs)
Name of Associated Consultant. If any:		No. of Months of Professional Staff provided by Associated Consultants
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)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE NSSF.

On the Terms of Reference:

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

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

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

**4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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 me, my qualifications, and my experience.

[Signature of staff member] Date: _____

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

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the NSSF.
- 4.2 The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.

Table of Contents	Page
1. Financial Proposal Submission Form	29
2. Summary of Costs	30
3. Breakdown of Price/per activity	31
4. Breakdown of Remuneration per activity	32
5. Reimbursable per activity	33
6. Miscellaneous Expenses	34

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of NSSF]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ [Authorized Signature]
:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Regular staff				
(i) Names (ii)	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Consultants				
Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE

1 Background Information

The National Social Security Fund (NSSF) was established in 1965 by an Act of Parliament (CAP 258 of the Laws of Kenya) in order to provide basic financial security benefits to Kenyan upon retirement. In 2013, the Fund transformed to a Pension Scheme vide National Social Security Fund (NSSF) Act, No.45 of 2013 which was assented to on 24th December, 2013. The new NSSF serves as the 1st pillar of social protection and everyone with an income (except those excluded by national and international law) should contribute a percentage of his/her gross earnings so as to be guaranteed basic compensation in case of permanent disability, basic assistance to needy dependants in case of death and a monthly life pension upon retirement..

The mission of NSSF is to provide social security to members through enhanced coverage, efficient registration and collections, prudent fund management, competitive benefits and exemplary governance.

In order to comply with the provisions of the Retirement Benefits Act and to enhance the quality of the operational, financial, investment and solvency management of NSSF, the Fund invites proposals from actuarial firms interested in providing Actuarial and Investment Advisory Services to the Board of Trustees.

The selected firm will also need to provide financial and operational services to the Board of Trustees in order to enhance its capacity to implement and monitor mandates for appointed Fund Managers, Custodians and other investments related service providers.

2.0 Objective

The primary role of the actuarial firm will be to provide objective advice and consulting support to the Board of Trustees and Management of the NSSF that will enable the Board to make well-informed decisions regarding the operational, financial, solvency and investment management of the NSSF funds.

3.0 Scope of Service

Actuarial Services

- A review of actuarial data for reasonability and accuracy
- An analysis of salary experience, cost-of-living adjustments, percentage of retiring participants, commutation or receipt of account balance and new entrant experience between prior and current valuation.
- An analysis of the historic and current experience of the NSSF including trends in investments, expenses, benefits etc.
- Preparation of letter reviewing recent plan experience, including recommendation of assumptions for current valuation; discussion of recommendations with the Board of Trustees/Management.

- Determination of reserve under proposed assumptions, for review by Committee and Secretary-Treasurer.
- Determination of liabilities at current valuation date, and one-year projection of liabilities and assets.
- Calculation of actuarial value of assets at current valuation date and at the immediately preceding June 30.
- Determination of liabilities and anticipated future employer and participant contributions, for both current participants and prospective new entrants.
- Carrying out regular analysis of the Suspense Account and guiding the Board and Management on management of the Suspense Account.
- Reconciling the Contribution Income and its allocation to Member Accounts and Suspense Account.
- Advising on the interest to be granted to members in accordance with the NSSF Act and the Retirement Benefits Act.
- Advising on the management of reserve funds.
- Analyzing demographic factors including mortality and retirement.
- Analyzing the success of the NSSF's member programmes, including voluntary membership and voluntary contributions.
- Advising the NSSF on liquidity requirements.
- Advising on benefit design and preparing actuarial figures for assessment of benefit reviews, including conversion to a pension system.
- Advising on the adequacy of contribution rates and making recommendations on review of contribution rates from time to time.
- Working with the NSSF Operations and Benefits teams and advising on data maintenance, accuracy and extraction.
- Providing updates and advice in relation to legislative changes impacting on the Fund.
- Advising on international developments in relation to social security.
- Assisting with analysis of periodic member surveys.
- Preparation of draft valuation report for review by Board of Trustees/Management and of final report for submission to Board of Trustees/Management.
- Preparation of annual response to auditors' queries.
- Assist in the development and periodic review of investment policies, procedures and investment guidelines to improve the management of the assets of the Fund.
- Ensure that the Fund's Investment Policy properly reflects the Fund's risk tolerance and best helps the Fund meet its return and funding objectives.
- Advising on NSSF member communication material and reviewing communication to NSSF members on benefits.

Asset Liability Studies

- Review and establishment of a long-term strategic asset mix policy which strikes an appropriate balance between the desire for higher returns and lower risk taking into consideration RBA regulatory limits;
- Analysis of the Board's fiduciary responsibilities to prudently manage the Fund's investments taking into account various factors including membership, demographics, benefit structure, changing economic environment and capital market expectations; and
- Providing the Board with a deeper understanding of the impact of various investment policy alternatives, the investment and funding risks the Fund faces, capital market expectations, sensitivity to alternate economic scenarios, likelihood of achieving actuarial requirements and the implications of risk budgeting constraints.

Investment Advisory Services:

- To give advice and recommendations to the Board of Trustees/Management as requested concerning the Fund's investment policy and its current investments.
- To monitor the performance of the Fund's investment managers.
- To produce a quarterly investment report within no more than four weeks after the end of each 3-month period (i.e., each "quarter"). The quarterly investment report will include:
- A market commentary including:
 - A capital market commentary (economic situation);
 - An equity market performance by capitalization, style, economic sector;
 - A bond market performance by sector, quality, maturity, including yield curve interpretation and comparison with previous quarters;
 - A regional and international market performance
 - An asset allocation review;
 - A comparison between the asset allocation and the policy parameters;
 - Advice on rebalancing the Fund investments (when necessary);
 - A Fund's Performance analysis including:
 - Review of Total Fund Structure
 - Review of fund structure relative to policy targets by asset class.
 - Information on fund exposure
 - Summary of the sources of change in the market value of the fund during the period.
 - Core Performance and Attribution
 - Calculation of the total fund return and volatility, as well as individual asset classes, with comparisons to benchmarks and peers.
 - Historical rates of return and risk;
 - Performance attribution analysis between key elements of asset allocation and security selection

- Review of performance of individual investment products against pre-established performance objectives.
 - Quarterly verification of performance of Fund Managers and Property Managers
 - Recommendations on manager changes when warranted;
 - Specific manager comments; and
 - Portfolio Profile and Style Analysis
 - Commentary on factors impacting market and manager performance, including key portfolio characteristics such as summary statistics at the product level on sector and company exposure, geographical exposure and interest rate risk.
 - Reporting, in a written report, on the impact of style on performance using returns based style analysis on an annual basis, or as mutually agreed.
 - Ongoing qualitative monitoring and evaluation of investment managers to assess impact on the Fund
 - Policy Compliance
 - Monitor compliance by the investment managers to the Fund's investment policy. The focus will be at the strategic asset mix level, assessing the portfolio relative to policy guidelines and constraints.
 - Quarterly written reports and presentations to the Board which:
 - Interpret and discuss the performance highlights of the period under review.
 - Comment on industry or manager developments pertinent to the performance monitoring function.
-
- To perform a comprehensive annual review of asset allocation and other investment-related issues of the Fund, including a manager review for each of the external managers managing the Fund's resources.
 - To participate in an annual meeting with the Board of Trustees to present the annual report, and/or to discuss new ideas, market issues, asset allocation and policy to members of the Fund.
 - To provide educational meetings or seminars on financial, fiduciary, governance, investment or similar matters to the Board of Trustees/Management.
 - To serve to the Board of Trustees/Management as a point of access to news, market and manager updates.
 - To remain available by phone and e-mail as needed and provide other investment consulting services to the Board of Trustees/Management as needed.
 - To perform ongoing research and advice on potential sources of extra return and new investment products;
 - To undertake special studies as requested by the Board of Trustees/Management
 - To provide industry perspective through continuous monitoring of other investment managers and other pension schemes/funds
 - To provide advice on other investment issues as they may emerge;
 - Advising on inter-fund manager and inter-custodian transition of investments.

- Conduct a review of the manager structure to assist the Fund to develop adequate diversification with respect to the number and types of fund managers and assist the Fund in its due diligence for investment manager(s).
- Advise on contracts and investment mandates for the Fund Managers and Custodians.
- Assist in deriving appropriate investment benchmarks which can be used to assess investment performance against appropriate benchmarks, including the investment performance for each asset class.
- On a quarterly basis, evaluate the performance of the portfolios managed by the fund managers, including an executive summary and a detailed analytical review of the investment portfolios.
- Providing written narratives on the manager's performance and compliance reports.
- Monitor and report on any non-compliance by fund managers to Fund mandates, Retirement Benefits Act and other appropriate guidelines.
- Accompanying the Management during fund manager/custodian site visits.
- Monitoring the regulatory environment and ensuring the Fund is aware of developments in legislation.
- Periodic reports on specific investment matters.
- Advise on due diligence visits and periodic evaluation of custodians and fund managers.
- Avail to meet with Board of Trustees on a quarterly basis, Investment Committee on a monthly basis or for special meetings as requested by the Trustees.
- Provide capacity building and identify training needs for NSSF investment personnel.
- Provide training on investment issues related to services provided.
- Promptly respond to enquiries and requests from NSSF.

Other Studies:

At the request of the Board of Trustees/Management of the Fund, the contractor could perform other studies typically associated to the studies above or of actuarial nature (i.e. experience study, computation of reserve annuity factors, etc.) and the cost will be within the Actuarial/Investment Consultancy fee structure.

4.0 INFORMATION REQUIRED FROM TENDERERS

- 4.1 NSSF Compliance Certificate
- 4.2 KRA Tax Compliance Certificate
- 4.3 Certificate of Registration
- 4.3 Audited Accounts for the last three years
- 4.5 Confidential Company Questionnaire
- 4.6 Details of firm, ownership, directors
- 4.7 Organizational chart showing how actuarial and investment advisory service fit in
- 4.8 Number of full time employees
- 4.9 Number of investment advisors and actuaries and number of actuaries with investment experience and years of experience
- 4.10 Physical Location of office
- 4.11 Detail the levels of professional indemnity cover and copy of cover
- 4.12 CVs in prescribed format for all members of the consulting team listed in your Tender. Indicate what year each employee joined your firm and describe his or her position, current responsibilities, areas of expertise, experience, education, professional designations and memberships and relevant publications and presentations.
- 4.13 Details and qualification of primary contact who must be a qualified actuary
- 4.14 Details of backup procedures.
- 4.15 Details of recent experience spanning at least five (5) years on similar nature of assignments.
- 4.16 List of key clients and references.
- 4.17 Capability of performing actuarial valuations of large funds and social security schemes.
- 4.18 Capabilities of analyzing performance trends.
- 4.19 Capability of performing asset liability modeling studies
- 4.20 Detailed work plan and methodology on asset allocation studies.
- 4.21 Details of peer review processes in place.
- 4.22 Detail key steps to follow when developing an investment policy and objectives and how the liabilities of the Fund would be considered.
- 4.23 Outline content of investment policy statement.
- 4.24 Outline content of Actuarial Valuation.
- 4.25 Outline Asset Liability Study Process and Model Report.
- 4.26 Detail process for the development of asset class structure, investment objectives and risk control policies.
- 4.27 Detail process for maintaining a continuous review of investment policies.

- 4.28 Describe experience in monitoring and management of fund managers and custodians.
- 4.29 Indicate frequency of meetings the NSSF's fund managers.
- 4.30 Describe systems for manager evaluation and monitoring.
- 4.31 Describe the key monitoring parameters to be used.
- 4.32 Detail monitoring of the custodians.
- 4.33 Detail the type and frequency of information to be expected to be receiving from the Fund, its investment managers and custodians, to enable preparation of investment performance reports.
- 4.34 Describe investment research functions performed by firm.
- 4.35 Detail how you would monitor industry and market trends affecting investment funds.

5.0 FINANCIAL PROPOSAL

- 5.1 Please indicate your fee schedule for the actuarial and investment consulting services.
 - 5.1.1 Identify the period of time the proposal fees will remain in effect, and how proposals for future increase to fees will be arrived at.
 - 5.1.2 What other costs or expenses might we incur with your firm that may not be clearly specified in this tender document, or would fall outside of a retainer fee agreement?

a. APPENDICES

6.1 Other Information

- 6.1.1 Feel free to describe areas or processes, not included in the scope of this engagement that your firm may propose in order to provide more complete and thorough services.
- 6.1.2 Provide any additional information that you believe to be relevant to the Tender and your capability to provide the services requested.
- 6.1.3 Include any material that demonstrates your actuarial and investment advisory capability.

SECTION VI:- STANDARD FORM OF CONTRACT

ANNEX I

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

(Lump- Sum payment)

CONTRACT FOR CONSULTANT'S SERVICES
(Lump-Sum Payments)

between

[name of the NSSF]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the CLIENT
2. The mutual rights and obligations of the CLIENT and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the CLIENT shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ [*name of*

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

[*title*]_____

[*signature*]_____

[*date*]_____

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

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

[*title*]_____

[*signature*]_____

[*date*]_____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the CLIENT under this Contract;
- (i) “Party” means the CLIENT or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;

- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the CLIENT may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the CLIENT or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the CLIENT

The CLIENT may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the CLIENT may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) days; or
- (d) if the Consultant, in the judgement of the CLIENT, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the CLIENT, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the CLIENT of the benefits of free and open competition.

- (e) if the CLIENT in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the CLIENT, such notice to be given after the occurrence of any of the following events;

- (a) if the CLIENT fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the CLIENT shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the CLIENT and shall at all times support and safeguard the CLIENT's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his

personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the CLIENT on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the CLIENT on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the CLIENT. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the CLIENT.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub-Consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this

Contract or the CLIENT's business or operations without the prior written consent of the CLIENT.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any Sub-Consultant[s] to take out and maintain, at his (or the Sub-Consultant', as the case may be) own cost but on terms and conditions approved by the CLIENT, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the CLIENT's request, shall provide evidence to the CLIENT showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions requiring CLIENT's prior Approval

The Consultant shall obtain the CLIENT's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultant").

3.6 Reporting Obligations

The Consultants shall submit to the CLIENT the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the CLIENT

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the CLIENT and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the CLIENT together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in

Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the CLIENT.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the CLIENT may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications
- (b) If the CLIENT finds that any of the Personnel have
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) the CLIENT has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the CLIENT's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the CLIENT.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The CLIENT shall use his best efforts to ensure he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

- 5.3 Services and Facilities** The CLIENT shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-Consultant' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the CLIENT specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the CLIENT has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ [name of Member]
1.4	The addresses are: CLIENT: _____ Attention: _____ Telephone: _____ Telex; _____ Facsimile: _____ Consultant: _____ Attention: _____ Telephone; _____ _____ Telex: _____ _____ Facsimile: _____ _____
1.6.1	The Authorized Representatives are: For the CLIENT: _____ For the Consultant: _____
2.1	The date on which this Contract shall come into effect this (_____) [date]. Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by CLIENT of bank guarantee
2.2	The date for the commencement of Services is _____ [date]
2.2	The period shall be _____ [length of time]. Note: Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

- (i) Professional Liability _____
- (ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ [Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

APPENDICES

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by CLIENT, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUB-CONSULTANT

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

SECTION VII – STANDARD FORMS

Notes on standard forms

1. The Tenderer shall complete and submit with its Tender the form of Tender and price schedules pursuant to instructions to Tenderers clause 2.8 and it must be duly signed by duly authorized representatives of the Tenderer.
2. When requested by the appendix to the instructions to Tenderers, the Tenderer should provide the Tender security, either in the form included herein or in another form acceptable to the Fund.
3. Confidential Business Questionnaire Form - This form must be completed by the Tenderer and submitted with the Tender documents
4. Tender Security Form-When required by the Tender document the Tenderer shall provide the Tender security either in the form included hereinafter or in another format acceptable to the Fund.
5. The contract form shall not be completed by the Tenderer at the time of submitting the Tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. The performance security form should not be completed by the Tenderers at the time of Tender preparation. Only the successful Tenderer will be required to provide performance security in accordance with the form indicated herein or in another form acceptable to the Fund and pursuant to the – conditions of contract.
7. The Declaration form should be completed by the Managing Director or as appropriate in accordance with the Tender documents.

FORM OF TENDER

To:

Date: _____

**The Board of Trustees
National Social Security Fund
P.O. Box 30599
NAIROBI.**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Actuarial Services under this Tender in conformity with the said Tender document for the sum of Kshs. _____ [in words and figures] inclusive of VAT or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Actuarial Services in accordance with the conditions of the Tender.
3. If our Tender is accepted, we will obtain a professional indemnity cover to the extent of the liability/exposure for the due performance of the Contract, in the form prescribed by the Fund.
4. We agree to abide by this Tender for a period of **90** [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 the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2015

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4
Item Description	Unit Price / %	VAT	Total Price / %
TOTAL INCLUSIVE OF VAT			

Signature of Tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

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 services. Viz..... [brief description of the services] and has accepted a Tender by the Tenderer for the supply of those services 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 description of services / scope of services;
 - (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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the Tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by_____the _____(for the Tenderer)

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

	<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road</p> <p>Postal address Tel No. Fax Email.....</p> <p>.....</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>.....</p> <p>Branch.....</p>																
	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.
Name	Nationality	Citizenship details	Shares														
1.														
2.														
3.														
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.
Name	Nationality	Citizenship details	Shares														
1.														
2.														
3.														
	<p>Date.....Signature of Candidate.....</p>																

TENDER SECURITY FORM

Whereas[name of the Tenderer]

(hereinafter called "the Tenderer")has submitted its Tender dated.....[date of submission of Tender] for the provision of[name and/or description of the services](hereinafter called "the Tenderer").....KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at[name of the Bank](hereinafter called "the Bank")are bound unto.....[name of procuring entity](hereinafter called "the procuring entity") in the sum offor which payment well and truly to be made to the said Board of Trustees, NSSF, 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 Board of Trustees, NSSF 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 Board of Trustees, NSSF up to the above amount upon receipt of its first written demand, without the Board of Trustees, NSSF having to substantiate its demand, provided that in its demand the Board of Trustees, NSSF 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 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 and seal of the bank]

PERFORMANCE SECURITY FORM

To:

[name of the 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 services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a bank guarantee by a reputable bank for 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 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 or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank 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

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Tenderer in respect of **Tender No.** To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.

2. THAT the aforesaid Tenderer has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Tenderer will not engage in any corrupt 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 **NATIONAL SOCIAL SECURITY FUND**, which is the procuring entity.

4. THAT the aforesaid Tenderer, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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