



NSSF TENDER NO. 09/2018-2019

TENDER FOR PROVISION OF FUND CUSTODY SERVICES

CLIENT:

NATIONAL SOCIAL SECURITY FUND (NSSF)

DECEMBER 2018

National Social Security Fund

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

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SECTION I – LETTER OF INVITATION

The National Social Security Fund invites sealed Tenders from eligible, competent RBA (Retirement Benefits Authority) and CMA (Capital Markets Authority) registered Custodians for the Provision of Fund Custody services.

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 ensure that their registration details have been captured at the Procurement Office at Social Security House, Nairobi, Western Wing 9th Floor before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check for any updates or addenda that may be issued.

Tender documents shall be accompanied by the **Mandatory** requirements as stated in the tender document. Rates/Prices quoted should be net inclusive of all taxes and shall remain fixed during the term of the contract.

Completed Tender documents in a plain sealed outer envelope enclosing two separately sealed envelopes (“**Original**” and “**Copy**”) **all** clearly marked **Tender No. 09/2018-2019 – Provision of Fund Custody Services (National Social Security Fund)** 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 situated on the 2nd floor, reception area, Block 'A' Western Wing, Social Security House, Bishop Road Nairobi, **at exactly or before 11.00 a.m. local time on 21 December, 2018**. Tenders will be opened immediately thereafter in the Seminar Room on 4th floor, Block 'A', Western Wing, Social Security House, Nairobi in the presence of Tenderers' Representatives who choose to attend.

A pre-tender meeting shall be held on 13th December, 2018 at 10:00 a.m. in the Seminar Room on 4th Floor, Social Security House, Block 'A' Western Wing, Nairobi.

The Board of Trustees, National Social Security Fund reserves the right to accept or reject any Tender in whole or in part.

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Cost of bidding

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.2.2 The price to be charged for the Tender document shall be **Kes.1,000/=**
- 2.2.3 The procuring entity shall allow the Tenderer to review the Tender document free of charge before purchase.

2.3 Contents of Tender documents

- 2.3.1. The Tender document comprises of the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenders
 - i. Instructions to Tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Schedule of Requirements
 - v. Details of service
 - vi. Form of Tender
 - vii. Price schedules
 - viii. Contract form

- ix. Confidential business questionnaire form
- x. Tender security form
- xi. Performance security form
- xii. Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the Tender document may notify the procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for Tenders. The procuring entity will respond in writing to any request for clarification of the Tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by the procuring entity. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the Tender documents.

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

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of Tenders, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by issuing an addendum.

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

2.5.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the procuring entity, at its discretion, may extend the deadline for the submission of Tenders.

2.6 Language of Tender

2.6.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the procuring entity, shall be written in English language. Any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an

accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The Tender prepared by the Tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;
- (c) Tender security furnished in accordance with Clause 2.12
- (d) Confidential business questionnaire
- (e) Declaration form

2.8 Form of Tender

2.8.1 The Tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the Tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The Tenderer shall indicate on the Price schedule the unit prices where applicable and total Tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the Tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A Tender submitted with an adjustable price Tender will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderers eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its Tender is accepted shall establish to the procuring entity's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The Tenderer shall furnish, as part of its Tender, a Tender security for the amount and form specified in the Invitation to Tender.

2.12.2 The Tender security is required to protect the procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The Tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, in the form provided in the Tender documents or any other form acceptable to the procuring entity and valid for thirty (30) days beyond the validity date of the Tender.

2.12.4 Any Tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.3 will be rejected by the procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful Tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the procuring entity.

2.12.6 The successful Tenderer's Tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The Tender security may be forfeited:

(a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful Tenderer, *if* the Tenderer fails:

(i) to sign the contract in accordance with paragraph

2.26 or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the Tenderer rejects, correction of an error in the Tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days after date of Tender opening prescribed by the procuring entity, pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request will not be required nor permitted to modify its Tender.

2.14 Format and Signing of Tender

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the procuring entity at the address given in the invitation to Tender
 - (b) Bear, **Tender No.09/2018-2019 – Provision of Fund Custody Services (National Social Security Fund)** and the words: "**DO NOT OPEN BEFORE 21 December, 2018 at 11:00 a.m. local time.**"
- 2.15.3 The inner envelopes only shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late", while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the procuring entity will assume no responsibility for the Tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the procuring entity at the specified under paragraph 2.15.2 No later **21 December, 2018 at 11.00 a.m. local time.**”

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of Tenders by amending the Tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky Tenders which will not fit in the Tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of Tenders

2.17.1 The Tenderer may modify or withdraw its Tender after the Tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by the procuring entity prior to the deadline prescribed for the submission of Tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

2.17.3 No Tender may be modified after the deadline for submission of Tenders.

2.17.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval may result in the Tenderer’s forfeiture of its Tender security, pursuant to paragraph 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The procuring entity will open all Tenders in the presence of Tenderers’ representatives who choose to attend after **11:00 a.m. local time on 21 December, 2018** and in the location specified in the invitation to tender. The Tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.2 The Tenderers’ names, Tender modifications or withdrawals, Tender prices, discounts, and the presence or absence of requisite Tender security and such other

details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The procuring entity will prepare minutes of the Tender opening which will be submitted to the Tenderers that signed the Tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of Tenders the NSSF may at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

- 2.19.2 Any effort by the Tenderer to influence the procuring entity in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers Tender.

2.20 Preliminary Examination and Responsiveness

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its Tender will be rejected, and its Tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The procuring entity may waive any minor informality or nonconformity or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the procuring entity will determine the substantial responsiveness of each Tender to the Tender documents. For purposes of these paragraphs, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tender documents without material deviations. The procuring entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

- 2.20.5 If a Tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of Tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of Tenders.

2.22.1 The procuring entity will evaluate and compare the Tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The evaluation of a Tender will take into account, in addition to the Tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the Tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their Tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The procuring entity may consider the alternative payment schedule offered by the selected Tenderer.

2.22.5 The Tender evaluation committee shall evaluate the Tender within 30 days from the date of opening the Tender.

2.22.6 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.

2.23. Contacting the Procuring Entity

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

2.23.2 Any effort by a Tenderer to influence the procuring entity in its decisions on Tender evaluation Tender comparison or contract award may result in the rejection of the Tenderers' Tender.

2.24 Award of Contract

a) Post qualification

2.24.1 The procuring entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers' qualifications submitted by the Tenderer, pursuant to paragraph 2.1, as well as such other information as the procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.26 the procuring entity will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any Tender and to annul the bidding process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the procuring entity's action. If it is determined that none of the Tenderers is responsive; the procuring entity shall notify each Tenderer who submitted a Tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of Tender validity, the Procuring entity will notify the successful Tenderer in writing that its Tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the Tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their Tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the procuring entity will promptly notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the procuring entity notifies the successful Tenderer that its Tender has been accepted, the procuring entity will simultaneously inform the other Tenderers that their Tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the procuring entity.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the procuring entity, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender documents, or in another form acceptable to the procuring entity.

2.27.2 Failure of the successful Tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event the procuring entity may make the award to the next lowest evaluated or call for new Tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The procuring entity requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A Tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to Instructions to Tenderers

The following information for the procurement of Custodial Services shall complement, supplement, or amend, the provisions on the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers.

Instruction to Tender reference	Particulars of Appendix to instructions to Tenderers
2.1	Eligible Tenderers shall be those with valid registration Certificates as Custodian issued by the Retirement Benefits Authority (RBA)
2.15.2 (b)	The Tender shall be closing on 21 December, 2018 at 11:00 a.m. local time. "
2.16.1	Not later than 11:00 a.m. local time on 21 December, 2018 at 11:00 a.m. local time. "
2.16.3	Bulky Tender documents shall be received in properly sealed envelopes as per instruction at the Manager's (Procurement services) office on 9 th Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the Tenderer shall be required to place the Tender documents at the Tender box designated area.
2.18.1	After 11:00 a.m. local time on 21 December, 2018
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account
2.27	Performance security shall be a valid Professional indemnity cover to the extent of liability/exposure

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

“The contract” means the agreement entered into between the procuring entity and the Tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.

“The services” means services to be provided by the contractor including materials and incidentals which the Tenderer is required to provide to the procuring entity under the Contract.

“The Procuring entity” means **THE BOARD OF TRUSTEES, NATIONAL SOCIAL SECURITY FUND (NSSF)**, the organization sourcing for the services under this Contract.

“The contractor” means the individual or firm providing the services under this Contract.

“GCC” means general conditions of contract contained in this

section “SCC” means the special conditions of contract “Day” means calendar day

“The start date” means the an effective date which shall be determined during execution of the contract

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such Insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The procuring entity shall notify the Tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the Tenderer or its subcontractor(s). If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the procuring entity may reject the services, and the Tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the Tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Tenderer in its Tender or in the procuring entity's request for Tender validity

extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, terminate this Contract in whole or in part:

- a) If the Tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the procuring entity.
- b) If the Tenderer fails to perform any other obligation(s) under the Contract.
- c) If the Tenderer, in the judgment of the procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Tenderer shall be liable to the procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

The contract shall be interpreted in accordance with the Laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

3.19 Term of Contract

The Provision of Custodial Services shall be effective from a start date for a contract period of 36 months. This will be subject to a satisfactory evaluation report on performance to be carried out annually.

The delivery period notwithstanding, the contract shall remain in force and effect until another contract is executed and handover of the assets to another assigned custodian is completed.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT (SCC)

- 4.0** Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.1.1 Definitions: “**Custodian**” (**RBA Act**) means a company whose business includes taking responsibility for the safe custody of the funds, securities, financial instruments and documents of title of the assets of NSSF Funds;
- 4.1.2 The Custodian after this tender process shall be appointed by the Board of Trustees, NSSF on such terms and conditions of service as shall be determined by the Board of Trustees, NSSF in the instrument of appointment or otherwise in writing from time to time. The Board of Trustees, NSSF reserve the right to appoint one or more custodians.
- 4.1.3 The Custodian shall manage the Fund pursuant to the provision of the Rules and Regulations set out by Retirement Benefits Authority, Capital Markets Authority, NSSF Act Cap. 45 of 2013, NSSF Investment Policy Statement and/or any other applicable law(s) and regulations established from time to time.
- 4.1.4 Throughout the Custody Period, the Custodian shall use all its skills and knowledge to manage the Fund efficiently as required and in compliance with the provisions set out under 4.1.3.
- 4.1.5 The Custodian shall not assign or delegate any of its obligations hereunder without the prior consent in writing of the Board of Trustees, NSSF.
- 4.1.6 The Custodian shall submit to the Board of Trustees, NSSF, as soon after each of the Report dates Weekly, Monthly, Semi-Annual and Annual Performance Reports as the Board of Trustees, NSSF may require.
- 4.1.7 Termination of the Management Agreement:
- (a) An agreement between the Board of Trustees, NSSF and the Custodian may be terminated at any time
 - (b) In the event of termination of the agreement between the custodian and Board of Trustees, NSSF, the custodian shall within thirty (30) days from the date of such termination hand over, deliver all the assets documents and funds including bank accounts of the NSSF Funds to a custodian appointed in writing by Board of Trustees, NSSF.
 - (c) The Custodian shall within twenty one (21) days or such shorter period as may be stipulated in the agreement from the date of deregistration or from the date a winding up order has been issued by a competent court against such Custodian hand over, transfer and deliver all minutes, statements an

resolutions in respect of the Fund investment portfolio together with any information as may be reasonably required by the Fund to a Custodian appointed in writing by the NSSF.

- (d) The Custodian shall within thirty (30) days from the date of termination of the agreement arising out of breach of such agreement by either party submit to the RBA an audit report indicating the assets, liabilities and an inventory of the Fund Securities and title documents of the Fund and assets which have been handed over, transferred and delivered to the appointed custodian.
- (e) The party liable for the termination of the agreement shall meet the cost of the audit report referred to in paragraph (d)
- (f) the Board of Trustees, NSSF shall be served with an audit report and inventory as specified in paragraph (d) before handing over, transfer and delivery to the appointed custodian is effected.

4.2 Bidding Notes

- 4.2.1 The Tenderer is required to check the number of pages of the Tender document and should any be found to be missing or in duplicate or the figure or writing indistinct, they must inform the Fund at once and have the same rectified.
- 4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer’s Tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to

4.3 Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security shall be a valid Professional indemnity cover to the extent of liability/exposure
3.8 Payment	Shall be payable after every quarter based on funds under management.

3.14 Resolution of disputes	<p>The parties shall request to submit the dispute to arbitration and to concur in the appointment of an Arbitrator within thirty (30) days of the notice. The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute</p>
3.17 Applicable law	Shall be the laws of Kenya
3.18 Notices	<p>The Managing Trustee National Social Security Fund P.O. Box 30599 - 00100 NAIROBI.</p>

4.3 EVALUATION CRITERIA

STAGE ONE

4.3.1 Preliminary evaluation of open Tenders

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

- (a) the Tender documents have been submitted in the required format as per the invitation to tender and tender instructions;
- (b) the Tender has been signed by the person lawfully authorised to do so;
- (c) the tender is valid for the 90 days required;
- (d) the Tender Security submitted is in the required form, amount and validity period;
- (e) the required number of copies of the Tender have been submitted per the invitation to tender and tender instructions and;

4.3.2 Statutory / Mandatory requirements

1. Certificate of Company Registration/Incorporation.
2. Valid NSSF Compliance Certificate
3. Valid Tax compliance certificate
4. Dully filled Confidential Business Questionnaire.
5. List of Directors with respective shareholding & details of citizenship (CR 12).
6. List of Major shareholders and their respective shareholding.
7. Audited Accounts for the last three years (i.e. within 2015 to 2017)
8. 10 months management accounts for 2018
9. Valid current License as a Custodian issued by the CMA
10. Valid current Certificate of Registration as a Custodian issued by RBA
11. 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
12. A valid Professional Indemnity/Insurance cover from a reputable insurance company of at least Kenya Shillings Five Hundred Million (Kes. 500,000,000/=) (Attach copy of cover).

Tenders which do not satisfy any of the above requirements (clause 4.3.1, 4.3.2) shall be rejected.

Due diligence will be carried out on all documents submitted

STAGE TWO

4.3.3 Technical Evaluation

(Documentary evidence must be provided for each requirement – non-compliance may lead to disqualification or nil points)

<u>Part I: Relevant Experience and Performance</u>			65 Marks															
<p>Provide an organisational chart/structure with the business units comprising your custody business and the key personnel that would be assigned to the Services. Qualifications and competence of five key professionals (At least four dedicated staff with a minimum of finance/economics related degree, professional qualification in securities or investment management and a minimum of 5 years’ experience in provision of Fund Custody business). The team leader should have at least 10 years’ experience in carrying out the custody business in a leadership role– attach copies of certificates and CVs which must be signed by both the individual and the person lawfully authorised to sign on behalf of the organization.</p>			20															
<p>Illustrate the firms experience and understanding of custody in local and other investment markets. (Above 10 years – full points and pro-rated up to 5 years, below 5 years – zero points)</p>			10															
<p>Describe the firms’ Custody Process (safe custody, processing of transactions, accounting reconciliation and reporting, competitive advantage, offshore market capabilities), Core competencies, Risk Management Framework and Internal Controls, Reporting mechanisms, Business Continuity and disaster recovery controls and differentiate it from other competitors in the industry</p> <p>Further, provide a detailed work plan and methodology on how transition from the current custodian will be effected.</p>			15															
<p>Provide names, addresses, contact persons and respective portfolio values of at least 5 (five) key clients for the last 10 years. (Attach proof in form of award letters, letters from client or contract agreements)</p>			5															
<table border="1"> <thead> <tr> <th>Portfolio Classification</th> <th>Market Value</th> <th>No. of Portfolios</th> </tr> </thead> <tbody> <tr> <td>Above Kes. 20 billion</td> <td></td> <td></td> </tr> <tr> <td>Between Kes. 10 billion to 20 billion</td> <td></td> <td></td> </tr> <tr> <td>Below Kes. 10 billion</td> <td></td> <td></td> </tr> <tr> <td>Total AUM</td> <td></td> <td></td> </tr> </tbody> </table>			Portfolio Classification	Market Value	No. of Portfolios	Above Kes. 20 billion			Between Kes. 10 billion to 20 billion			Below Kes. 10 billion			Total AUM			10
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Above Kes. 20 billion																		
Between Kes. 10 billion to 20 billion																		
Below Kes. 10 billion																		
Total AUM																		

Provide a classification of the current total value of funds under Management and numbers of portfolio by size as follows (At least 5 portfolios above 20B get full marks):-	
Administration and Systems capacity with evidence or proof that it uses the most modern IT systems in the market. Please demonstrate its versatility and the functionalities that makes it superior in the market and the ability to process instructions online from issuance and receipt of instructions, approvals etc	10
List the market value at time of departure and the number of accounts lost in each of the last 5 calendar years and the market value at time of departure (mandatory and Non-disclosure will lead to immediate disqualification)	10
Demonstrate the ability to provide other value addition services within the proposed fee scale e.g. Mode and Frequency of reporting to Board of Trustees, NSSF and AGM, last report being for financial year end of June every year, Capacity Building and knowledge transfer for Board of Trustees and Management of the procuring entity, Advice on emerging local and global markets trends etc	5
<u>Part II: References, Business Support and Orderliness</u>	15 Marks
Reference letter from at least 5 Pension Schemes where similar scope of service has been done in the last three (3) years detailing the Name of Scheme, Contact Person and email address, designation, date and duration of appointment, size of scheme assets under management, Number of members. The letters should also demonstrate responsiveness to queries, timeliness in reporting and feedback, performance and versatility of ICT. The letters should also include a confirmation that the Procuring entity is free to verify the authenticity of the references.	10
Demonstrate the financial Stability of the firm (Please include the liquidity ration and a minimum of 2:1 is acceptable)	3
Please state your appointed banker and provide a letter of authority to seek references.	2

NOTE:

The pass mark required for a bidder to proceed to financial evaluation stage is 75%.

STAGE THREE:

4.3.4 FINANCIAL EVALUATION

(The quoted figures shall be check for arithmetic errors and ranked.)

Tenderers must provide an annual investment management fee as a percentage of the Net Asset Value of the Fund. Fees will be calculated daily and accrued quarterly.

RECOMMENDATIONS:

The tenderers with the lowest rates among those who will have qualified shall be deemed the lowest evaluated and will be invited for negotiations.

SECTION V – SCHEDULE OF REQUIREMENTS

GENERAL

- 1) The Custodian shall submit reports to the Retirement Benefits Authority within 45 days
- 2) The Custodian is allowed safe custody of the Funds and Assets within RBA guidelines.

SECTION VI – DESCRIPTION OF SERVICES

SCOPE OF SERVICES

DUTIES OF THE CUSTODIAN

The duties of the Custodian as prescribed by the RBA Act No. 3 of 1997 and RBA (Managers & Custodians) regulations, 2000 Notice No. 123 are as follows:-

1. A Custodian of Fund shall be appointed by the Board of Trustees, NSSF on such terms and conditions of service as shall be determined by the Board of Trustees, NSSF in the instrument of appointment or otherwise in writing from time to time
2. A Custodian shall have all the powers necessary for the performance of his functions under the RBA Act and in particular the Custodian shall:-
 - (i) Receive and keep in safe custody the title documents, securities and cash of the fund;
 - (ii) Open a bank account or banking accounts with a bank duly registered under the Banking Act on behalf of the Fund, for the exclusive benefit of the Fund;
 - (iii) Transfer, exchange or deliver in the prescribed form securities held by a custodian upon receipt of proper instructions from the Fund Manager;
 - (iv) Keep or cause to be kept such books, records and statements as may be necessary to give a complete record of:-
 - (a) The entire Fund and investment portfolio held by the custodian;
 - (b) The transactions carried out by the custodian on behalf of the Fund; and shall permit the Fund, their officers or duly authorized agents, to inspect such books, records and statements within the premises of the custodian at any time during business hours;
 - (v) deliver to the Fund, or to such other persons as the Fund may in writing authorize copies of all notices, proxies, proxy soliciting materials received by the custodian in relation to any of the securities held in the Fund account, all public information, financial reports and stockholder communications as the custodian may receive from issuers of securities and all information the custodian may receive from an offer relating to exchange or Tender offers or other rights or offerings or as may be agreed upon from time to time;
 - (vi) Submit to the Fund:

- (a) a written report on specified dates listing all assets of the Fund in the Fund account together with a full account of all receipts and payments made and other actions taken by the custodian;
 - (b) Advice or notification of any transfers of property or securities to or from the Fund account indicating securities acquired for the account and, the identity of the party in possession of such securities.
 - (c) a copy of the most recent audited financial statements of the custodian prepared together with such information regarding the policies and procedures of the custodian as the Fund, may request in connection with the agreement or the duties of the custodian under the agreement;
- (vii) Exercise subscription, purchase or other similar rights represented by the securities subject to receipt of proper instructions from the Fund manager;
 - (viii) Exercise the same standard of care that it exercises over its own assets in holding, maintaining, servicing and disposing of property and in fulfilling any other obligations in the agreement: Provided that the custodian shall exercise the degree of care expected of a prudent professional custodian for hire.
3. Except in cases where the Fund, has offshore investments, the custodian in discharging its contractual functions to the Fund, shall not contract out the discharge of the custodial services to third parties.

TERMINATION OF CUSTODY AGREEMENT

- a. An agreement between the Fund and the custodian may be terminated at any time.
- b. In the event of termination of the agreement between a custodian and the Fund, the custodian shall within thirty days from the date of such termination hand over, and deliver all the assets documents and funds including the bank account of the Fund held by such custodian to a custodian appointed in writing by the Fund.
- c. The custodian shall within thirty days or such shorter period as may be stipulated in an agreement, from the date of deregistration or from the date a winding up order has been issued by a competent court against such custodian handover, transfer and deliver all the assets, documents and funds including the bank account of the Fund, held by such custodian to a custodian appointed in writing by the Fund.
- d. The custodian shall within thirty days from the date of termination of the agreement arising out of a breach of such agreement by either party submit to the Authority an audit report indicating the assets, liabilities and an inventory of the Fund Securities and title documents of the Fund and assets which have been handed over, transferred and delivered to the appointed custodian.
- e. The party liable for the termination of the agreement shall meet the cost of the audit report referred to in paragraph (d)
- f. The Fund shall be served with an audit report and inventory as specified in paragraph (d) before the handing over, transfer and delivery to the appointed custodian is effected.

INSOLVENCY AND WINDING UP OF A CUSTODIAN

- (a) A custodian shall be deemed to be insolvent in accordance with the provisions of the Companies Act.
- (b) A custodian which is insolvent shall be wound up in the manner provided for in the Companies Act.

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 Fund Management Services under this Tender in conformity with the said Tender document for the sum of Kes. _____% (_____ **percent**) **of funds in Custody** [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 Custodial 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 _____ 2018

[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 total 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 – Kes.</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></th> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kes.</p> <p>Issued Kes.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th></th> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<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]

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)