



## AFC PENSION SCHEME

### **REQUEST FOR QUOTATION: Drafting of AFC Pension Scheme Policies Document**

**(1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

AFC PENSION SCHEME  
P. O. Box 30367 – 00100, NAIROBI  
Email: procurement @agrifinance.org

**(2) Quotation Reference No.: AFC PENSION/RFQ/02/2023**

**(3) Contract Name: Drafting of AFC Pension Scheme Policies**

Drop your hard copy quotation /proposal to the Quotation Box located on 5<sup>th</sup> floor  
Development House , Moi avenue , NAIROBI clearly marked with the Quotation  
number and Description.

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## REQUEST FOR QUOTATIONS (RFQ)

To: **ALL ELIGIBLE QUALIFIED BIDDERS**

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From: AFC PENSION SCHEME

Contract Name: Drafting of Pension Scheme policies

Quotation Reference Number: AFC PENSION/RFQ/02/2023

The Agricultural Development Corporation & Agricultural Finance Corporation invites you to submit quotation for Provision of Services as per the Terms of Reference. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours of 8.00a.m to 4.00p.m at the address given below.

1. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **Friday 1<sup>st</sup> December 2023 at 11.00am**. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
2. Enquiries regarding this quotation may be addressed to the address [mjjeru@agrifinance.org](mailto:mjjeru@agrifinance.org),
3. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

Address for Submission of Quotations.

Name of Procuring Entity: AFC PENSION SCHEME

Mailing Address: P. O. Box 30367– 00100, NAIROBI  
to the attention of the Head of Procurement

Physical address: 2<sup>nd</sup> Floor, Room 9 or 10, Development House, Moi Avenue, Nairobi

Yours sincerely,

The Scheme Secretary

**AFC Pension Scheme.**

## PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for 120days from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

### Address for Submission of Quotations.

Name of Procuring Entity: Agricultural Development Corporation & Agricultural Finance Corporation

Mailing Address: P. O. Box 47101 – 00100, NAIROBI  
email: [procurement.developmenthouse@gmail.com](mailto:procurement.developmenthouse@gmail.com)  
to the attention of the property manager.

Physical address: 2<sup>nd</sup> Floor, Room 9 or 10, Development House, Moi Avenue, Nairobi

Date of Submission (deadline): **1<sup>st</sup> December 2023 @11.00am**

6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (i) certificate of registration/Incorporation or National ID and (ii) valid tax compliance certificate. (ii) CR12 if incorporated company and (iv) Bank reference letter, The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
8. **Invitation not transferable:** This invitation is open to all qualified and eligible consultants in the area of  
Policy formulation
9. **Technical Specifications:** Bidder shall adduce evidence to show how they meet the requirements.
10. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed.

The Procuring Entity shall not allow quotations in foreign currency.

11. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
  - i) Preliminary examination to determine Tenderer eligibility: i) certificate of registration/Incorporation or National ID and (ii) valid tax compliance certificate. (ii) CR12 if incorporated company and (iv) Bank reference letter,
  - ii) Technical evaluation to determine compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
  - iii) Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
12. **Highest ranked Quotation:** The quotation that is ranked the highest in terms of technical and financial score in aggregate shall be considered for award.
13. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
14. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

## QUOTATION AND QUALIFICATION DOCUMENTS

**Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.**

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM
- (v) PART 2: SCHEDULE OF REQUIREMENTS, [TABLE A.

**FORM OF QUOTATION** [To be completed by Tenderer]

<b>Quotation Addressed to (Procuring Entity)</b>	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated \_\_\_\_\_, referenced above, we offer to \_\_\_\_\_ (specify one of supply goods, complete the works or provide the services) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings \_\_\_\_\_ (in words) \_\_\_\_\_  
**OR** in Foreign Currency (if allowed), Currency \_\_\_\_\_ amount \_\_\_\_\_ (in words) \_\_\_\_\_
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the \_\_\_\_\_ (services to be provided) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from \_\_\_\_\_ (specify website) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: \_\_\_\_\_ days from the time and date of the submission deadline (number to be same as in the instructions to Tenderers).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Quotation Determination” attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

Quotation Authorized by:

Name and designation \_\_\_\_\_

Signature: \_\_\_\_\_



**i) PRICE SCHEDULE OF REQUIREMENTS TABLE**

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns D and E).

**I - SCHEDULED SERVICE & MAINTENANCE**

<b>A Item</b>	<b>B Description of services</b>	<b>B UNIT</b>	<b>C QUANTITY</b>	<b>D FEE PER UNIT</b>	<b>E TOTAL (KSHS)</b>
1	A) Inspect, test, service and maintain the fire alarm system consisting of three(3) control panels, break glasses, sounders, smoke detectors and sirens in the entire building.	Entire system	Lot	.....	.....
	B) Inspect, service and maintain the fire equipment:-				
	1. Portable fire extinguishers (28no. CO2, 7no. Dry Powder & 29no. Foam)	No.	64	.....	.....
	2. Hose reels	No.	32	.....	.....
	3. Landing valves	No.	20	.....	.....
	4. Inlet breeching	No.	1	.....	.....
	5. Hobby pumps	No.	2	.....	.....
	6. Branch pipes	No.	4	.....	.....
	7. Sprinkler pumps & sprinkler system.	Entire system	Lot	.....	.....
<b>SUB TOTAL</b>					
<b>ADD VAT</b>					
<b>TOTAL PER SERVICE INCLUSIVE OF VAT (KSHS.)</b>					

**II - FIRE SAFETY TRAINING**

<b>Item</b>	<b>Description of services</b>	<b>COST</b>	<b>VAT</b>	<b>TOTAL (KSHS)</b>
1	Conduct a one day fire safety training for a maximum group of 25persons. The corporations will provide the facility/venue within Development House			

**III - FIRE DRILL**

<b>Item</b>	<b>Description of services</b>	<b>COST</b>	<b>VAT</b>	<b>TOTAL (KSHS)</b>
1	Conduct one fire drill for the occupants of Development House			
2	Cost of one fire engine and one ambulance payable to the County Fire Department/Brigade for the fire drill			

Signature: \_\_\_\_\_

And seal/Stamp

Name: \_\_\_\_\_

Position: Authorised for and on behalf of (specify name of tenderer) \_\_\_\_\_

Date \_\_\_\_\_

ii) **FORM FOR DISCLOSURE OF INTEREST** - Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in ..... (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract?		

**iii) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_)\_\_\_\_\_  
(Date)

**iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of quotation to the \_\_\_\_\_  
\_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_  
\_\_\_\_\_ [Name and number of quotation] in response to the request for tenders made  
by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements  
that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a quotation in response to this request for quotations;
  - b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a quotation; or
  - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

[Name, title and signature of authorized agent of Tenderer and Date]

**v) SELF-DECLARATION FORM**

We, the Tenderer \_\_\_\_\_ (*insert name*) submitting our Quotation in respect of Quotation No \_\_\_\_\_ for \_\_\_\_\_ (*insert quotation Title Description*) for \_\_\_\_\_ (*insert Name of Procuring Entity*)

**DECLARE AS FOLLOWS:**

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
  - i) the RFQ for the above Quotation;
  - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
  - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
  - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of ..... (*name of the procuring entity*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

**Name of the Tenderer:** ..... [*Insert complete name of tenderer signing the quotation*]

**Name of the person duly authorized to sign the quotation on behalf of the Tenderer:** ..... [*Insert complete name of person duly authorized to sign the quotation*]

**Title of the person signing the Quotation:** ..... [*Insert complete title of the person signing the quotation*]

**Signature of the person named above:** ..... [*Insert signature of person whose name and capacity are shown above*]

**PART 2: SCHEDULE OF REQUIREMENTS****TABLE A. TERMS OF REFERENCE****(SEE last pages**

## **TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES**

- (a) Give a preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc. where applicable;
  
- (b) Give a detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.

**PART 3: CONTRACT**

**CONTRACT AGREEMENT**

(1) THIS CONTRACT AGREEMENT is made \_\_\_\_\_ (specify date).

Between \_\_\_\_\_  
[Insert complete name of Procuring Entity], and having its principal place of  
Business at

\_\_\_\_\_  
[Insert address of Procuring Entity] and \_\_\_\_\_  
[Insert name of Supplier, or contractor or service provider], and having its principal place of business at  
\_\_\_\_\_  
[Insert address of Supplier, contractor or service provider].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one)  
described \_\_\_\_\_ in \_\_\_\_\_ Table \_\_\_\_\_ B, i.e. \_\_\_\_\_  
[insert brief description of Goods, works and Services] and has accepted a Quotation by the Tenderer in the sum of \_\_\_\_\_  
[insert Contract Price in words and figures] (hereinafter called “the Contract Price”).

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

- (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
- (b) Table B. QUOTATIONSUBMISSION TABLE
- (c) FORM OF QUOTATION
- (d) Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the Supplier/contractor/service provider as hereinafter mentioned, the Supplier/contractor/service provider hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (select one) in consideration of the provision of the Goods/works/services (select one) 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.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

**For and on behalf of the Procuring Entity**

Signed: [insert signature]  
in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

**For and on behalf of the Supplier/Contractor/Service Provider (select one)**

Signed: [insert signature of authorized representative(s) of the Supplier]  
in the capacity of [insert title or other appropriate designation]  
in the presence of [insert identification of official witness]



## **TERMS OF REFERENCE**

### **1.0 Background**

The Retirement Benefits Authority (Authority) pursuant to section 55(3) issued The Retirement Benefits (Good Governance Practices) Guidelines, 2018 (hereinafter referred to as Good Governance Guidelines) intended to improve the management of retirement benefits schemes for better outcomes. One of the aspects of good governance of a retirement benefits schemes is the availability of effective operational systems and procedures which provide a network of routines designed and necessary for smooth operation of the scheme. Operational systems and procedures are meant to be anchored in the organizational structure of the scheme. The Good Governance Guidelines, 2018 have prescribed various mandatory scheme policies which trustees are required to develop to enhance operational systems, processes and decision making. Good governance of retirement benefits schemes also reduces the risk of trustees being subject to legal liability and supervisory sanctions in connection with the maintenance of a retirement benefits schemes.

### **2.0 Drafting Retirement Benefits Policies**

In compliance with the provisions of the Retirement Benefits Act and in particular the Good Governance Guidelines, the trustees of Agricultural Finance Corporation Retirement Benefits Scheme have resolved to invite tenders from qualified individuals to develop the various scheme policies for the trustees' consideration and adoption. The policies will abide by the requirements of the Retirement Benefits Act and the Good Governance Guidelines, 2018.

### **3.0 Objectives**

The main objective of this consultancy is to carry out a legal analysis of the provisions of the Retirement Benefits Act and the Good Governance Guidelines to identify and develop all the mandatory policies which a retirement benefits schemes is required to develop as required by the law. The policies shall be suitable for the Agricultural Finance Corporation Retirement Benefits Scheme.

The specific objectives for developing the retirement benefits schemes policies include:

1. Assisting the retirement benefits scheme to comply with the provisions of the Retirement Benefits Act, Regulations made thereunder and the Guidelines issued by the Retirement Benefits Authority
2. Putting in place clear operations and processes in the scheme for improved governance to support better performance outcomes.
3. Limiting legal risks and statutory sanctions trustees are exposed to for failing to develop the scheme policies.

### **4.0 Scope of Work**

The consultant shall hold an initial meeting with the trustees of the scheme to agree on the scope of the work but shall be limited to –

- i. Legal analysis of the Retirement Benefits Act, Regulations and Guidelines issued under that Act with a view to identifying the obligations of the trustees to develop the various scheme policies

- ii. Isolating some policies which the law and practice requires to be developed by particular persons other than the consultant and advising the scheme on the persons who are qualified to develop those isolated scheme policies
- iii. Develop the identified scheme policies as agreed with trustees of the Agricultural Finance Corporation Retirement Benefits Scheme.

## **5.0 Specific Tasks**

The specific tasks to be carried out by the consultant include;

- i. Make a presentation to trustees of the policies which the Retirement Benefits Act, Regulations and Guidelines require trustees to develop and isolating those policies which need to be developed by other persons with certain stated skills.
- ii. Develop the agreed policies clearly identifying the statutory basis, objectives and policy statements of each policy.
- iii. Make a highlight report of the purpose of each policy for better reference by the trustees of the scheme.

## **6.0 Deliverables**

The expected outputs of the assignment are:

- i. A comprehensive report showing a work plan and the legal analysis of the statutory provisions which require development of the various policies of the scheme.
- ii. A list of policies which shall not form part of the scope of this work and the qualified persons who would develop those isolated policies.
- iii. Developed policies as agreed by trustees
- iv. A report highlighting the purposes of each policy

## **7.0 Estimation of the effort**

It is expected that the assignment will be completed within sixty (60) days from issue of order.

## **8.0 Counterpart resources**

Trustees or any other appointed person by trustees shall be available for consultation during the course of execution of the work where necessary.

## **9.0 QUALIFICATIONS OF CONSULTANT**

### **Required Skills and Experience**

Individual consultant

## **Education**

Graduate degree in law and advocate of the High Court of Kenya

## **Experience**

1. Minimum 15 years' experience in retirement benefits law in Kenya in particular the requirements of Retirement Benefits Act;
2. Comprehensive knowledge and understanding of the structure of the retirement benefits sector, statutory obligations of trustees and the obligations under retirement benefits governance guidelines in the development of the scheme policies;
3. Ability to assess scheme policies, governance framework and scheme institutional arrangement.

## **10.0 Consultants reporting obligations**

The Consultant shall report to the Chairman of the Board of Trustees or any other person appointed by the Chairman of the Board of Trustees. He is expected to submit the following reports:

1. Work plan
2. A list of scheme policies developed
3. A list of policies that are not part of the scope of the consultancy
4. Developed scheme policies
5. A report highlighting the purpose of each scheme policy.

## **11.0 Remuneration.**

The Consultant shall submit the cost for executing the above-required scope of work.

## **PROPOSAL EVALUATION CRITERIA.**

### **Part A : Preliminary**

- i. National Identity card
- ii. Valid Tax Compliance Certificate
- iii. Filled forms: - form for disclosure of interest, Certificate of independent quotation determination and Self-declaration form

### **Part B: Technical Evaluation**

- a) A detailed methodology demonstrating an understanding of the requirements and the approach the consultant shall take to meet the requirements and the activity plan. This part shall be scored out of 50 marks with a cut off of .....35 marks
- b) Consultants's similar past experience – consultant must demonstrate they done similar work in the past. Attach evidence of at lease one past client- contract/ award letter ,LSO and reference letter from the client showing the service was delivered----15 marks

Cut-off 35/50 marks

**Part C: Financial evaluation**

Lowest quoted bidder who meets the cut off shall be considered for award.

**Part D: Due diligence-** The procuring entity shall conduct due diligence on the winning bidder to determine their suitability to undertake the assignment.

## **CONDITIONS OF CONTRACT**

### **1. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

### **2. Eligibility**

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

### **3. Notices**

Any notice given by one party to the other pursuant to the Contract shall be in writing.

### **4. Governing Law**

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

### **5. Settlement of Disputes**

The Procuring Entity and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

### **6. Supplier/Contractor/Service Provider Responsibilities**

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

### **7. Contract Price**

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

### **8. Terms of Payment**

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (*select one*):

- (i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.
- (ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
- (iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

### **9. Inspections and Tests**

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

### **10. Warranty**

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.