



REQUEST FOR PROPOSAL

DOCUMENT

FOR

**THE PPOA CASH BACKED MORTGAGE
SCHEME**

**RESTRICTED TENDER - RETENDERED
RFP NO. PPOA/04/2013-2014**

RFP SUBMISSION DEADLINE: WEDNESDAY, 4TH JUNE 2014 AT 10.00 A.M.

THE TENDER DOCUMENT PRICE: KSHS. 1,000.00

**10TH FLOOR, NATIONAL BANK BUILDING
HARAMBEE AVENUE
P.O. BOX 58535 - 00200
TEL: +254 02 3244000
FAX: +254 02 3244277/377
NAIROBI, KENYA
E-mail: info@ppoa.go.ke
Website: www.ppoa.go.ke**

SECTION I - LETTER OF INVITATION



PUBLIC PROCUREMENT OVERSIGHT AUTHORITY
Transforming Procurement

National Bank Building
Telephone No. +254 (020) 3244000, 2213106/7
Fax: +254 (020) 2213105, 3244399, 3244288
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When replying please quote:
RFP NO. PPOA/04/2013-2014

P.O. Box 58535-00200
NAIROBI
KENYA
27TH MAY, 2014

RE: RFP NO. PPOA/04/2013-2014: PPOA CASH BACKED MORTGAGE SCHEME

The Public Procurement Oversight Authority is in the process of sourcing for financial institution to partner with in providing a competitive cash backed mortgage facility for its staff members. In this regard, PPOA invites proposals from interested financial institution to provide administrative services for the scheme.

You may obtain further information, inspect and obtain tender documents at the Procurement office, Public Procurement Oversight Authority, 10th Floor, National Bank Building, Harambee Avenue, during normal working hours. Tenders must be accompanied by a Tender Security of Kshs. 50,000 in form of a guarantee from a reputable bank (not self – issued), or from an insurance company approved by PPOA payable to the Director-General, Public Procurement Oversight Authority. Rates quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 90 days after the date of tender opening. The request for proposals (RFP) includes the following documents: Section I - Letter of invitation; Section II – scope of the Bank, essential duties and responsibilities and Section III - Terms of Reference; Section IV - Technical proposals; Section V - Financial proposal; Section VI - Standard Contract Form.

Completed tender documents MUST be enclosed in plain sealed envelopes (attaching a copy of receipt for the purchase of the Tender Document), marked with the tender number and name as follows: **PPOA CASH BACKED MORTGAGE SCHEME: RFP. NO. PPOA/04/2013-2014**, and be deposited in the tender box provided at PPOA Offices, 10th floor, National Bank Building, Harambee Avenue, Nairobi or be addressed to: **The Director-General, Public Procurement Oversight Authority, P. O. Box 58535 – 00200, NAIROBI** so as to be received on or before **WEDNESDAY, 4TH JUNE 2014 AT 10.00 A.M.** Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening at the Board Room, 10th floor, National Bank Building, Harambee Avenue.

NOTE: THOSE WHO HAD PAID FOR THE TENDER DOCUMENT FOR THE PREVIOUSLY ISSUED BID DOCUMENT NEED NOT PAY AGAIN.

CHARLES M. KAMANDE
For: **DIRECTOR-GENERAL**
PUBLIC PROCUREMENT OVERSIGHT AUTHORITY

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2.1 Introduction

- 2.1.1 The Client named in the Appendix to INFORMATION TO CONSULTANTS “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the Appendix to ITC. The method of selection shall be as indicated by the procuring entity in the Appendix to ITC.
- 2.1.2 The Tenderers are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix to ITC. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The Tenderers must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, Tenderers are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. The Tenderer should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. The financial Institution should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 The financial Institution may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Tenderers who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited Tenderers and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Tenderer proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, Financial Institutions are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, Tenderer must give particular attention to the following:
- (i) If a Tenderer considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Tenderer(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Tenderer shall not associate with the other Financial Institutions invited for this assignment. A tenderer associating in contravention of this requirement shall automatically be disqualified.
 - (ii) It is desirable that majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix to ITC, preferably working under conditions similar to those prevailing in Kenya.

- (iv) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, Tenderers are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including;

(a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

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

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by Tenderers and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the Tenderer is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Tenderers shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 2.1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the Tenderers shall prepare the number of copies indicated in Appendix "ITC". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix

“ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective Tenderer unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any Tenderer wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the Tenderer’s proposal.

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

2.7 Evaluation of Technical Proposal

2.7.1 The Tender Processing Committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria named in the **Appendix to information to Tenderers**.

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those Tenderers whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the Tenderers who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating

that the opening ceremony is open to those Tenderers who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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

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

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

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$Sf = 100 \times \frac{F_m}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix ITC. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations. THE FINANCIAL EVALUATION FORMULA IS AS OUTLINED IN THE APPENDIX TO INFORMATION TO TENDERERS.

The tender Tender Processing Committee shall evaluate the tender within 15 days of from the date of opening the tender.

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

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

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

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Tenderers on the shortlist that they were unsuccessful and return the Financial Proposals of those Tenderers who did not pass the technical evaluation.

- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “ITC”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The 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.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the Tenderers observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The 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.
- 2.12.3 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 INFORMATION TO TENDERERS

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

Clause Reference

- 2.1.1 The name of the Client is: **Public Procurement Oversight Authority** and the method of selection is: **Quality and Cost Based (QCBS)**
- 2.1.2 A combined Technical and Financial Proposals are requested: **Yes** ☒ No ☐
The name of the assignment is:
'PPOA CASH BACK MORTGAGE SCHEME'
- 2.1.3 A pre-proposal conference will be held: Yes ☐, No ☒
The name, address and telephone numbers of the Client's official is:
Mr. James K. Kihara
Manager/Human Resource & Administration
Public Procurement Oversight Authority
National Bank Building
10th Floor, Harambee Avenue
NAIROBI
Tel: +254 (020) 3244000
Facsimile: +254 (020) 3244377, 3244277
E-mail: info@ppoa.go.ke
- 2.1.4 The Client will provide the following inputs:
- a) PPOA generated documents that may be needed/ required by the Tenderer during the course of execution of the contract.
 - b) Nominate a liaison officer and counterpart staff who will work closely and maintain regular contact with the Tenderer on matters regarding this consultancy
- 2.1.6 The Tender document will be charged at Kshs. 1,000.00
- 2.2.1 The proposal submission address is:
Director-General, Public Procurement Oversight Authority, National Bank Building, Harambee Avenue, P.O. Box 58535-00200, NAIROBI
PROPOSALS MUST BE DEPOSITED IN THE TENDER BOX ON 10TH FLOOR, NATIONAL BANK BUILDING, HARAMBEE AVENUE, NAIROBI OR BE ADDRESSED TO: THE DIRECTOR-GENERAL, PUBLIC PROCUREMENT OVERSIGHT AUTHORITY, P. O. BOX 58535 – 00200, NAIROBI SO AS TO BE RECEIVED ON OR BEFORE 4TH JUNE 2014 AT 10.00 A.M. Information on the outer envelope should also include the address above and should contain the following information: PPOA Cash Back Mortgage Scheme: RFP. NO. PPOA/04/2013–2014.
- 2.3.3 (iv) The minimum required experience of proposed professional staff is:
as in the Evaluation Criteria in the Appendix to information to Tenderers:
- 2.7.1**
- 2.3.4 This information is fully provided for in the Terms of Reference and shall form part of the evaluation criteria.
- 2.3.5 Bidders shall submit a combined Technical and Financial Proposal

- 2.4.2 Taxes: **All applicable taxes to be included in the Financial Proposals**
- 2.4.5 **The Tender** Validity period is **90 days after date of tender Opening i.e. 2nd September 2014**
- 2.5.2 Tenderers **must submit an original and one (1) additional copy.**
- 2.5.3 Bidders shall submit a combined proposal containing Technical and Financial proposals
- 2.5.4 Proposals must be submitted no later than the following date and time: Wednesday, 4th June 2014
- 2.5.5 The combined Technical and Financial proposal shall be opened by the Tender Opening Committee.
- 2.6.1 The address to send information to the Client is:
Director-General
Public Procurement Oversight Authority
National Bank Building, Harambee Avenue
P. O. Box 58535-00200
NAIROBI

2.6.2 The Tender Processing Committee shall evaluate the proposals both technically and financially

2.7.1 The Tender Processing Committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows, notwithstanding any other requirement in the tender documents.

a) MANDATORY REQUIREMENTS (MR)

The must provide the following:

No.	Requirements	Responsive (R) or Not Responsive (NR)
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid/ Current Tax Compliance certificate	
MR3	Must submit the last two years Audited financial Statements	
MR4	Must Fill the Financial Submission Form in the Format provided	
MR5	Must Fill the Technical Proposal Submission Form	
MR5	Must submit a Tender/ Bid Security of Kshs. 50,000 (Not Self-Issued) valid for 90 days after Tender Opening date	
MR6	Must submit a dully filled up Confidential Business Questionnaire in format provided	
MR7	The bidder must be licensed by the central Bank of Kenya as a financial institution. PPOA will confirm from CBK website	

NOTE: Failure to provide the above mentioned will lead to automatic disqualification, and the bidder will not be considered for evaluation in the subsequent stages.

b) Technical Scores (TS)

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

Note: The pass mark will be 70%. Only bidders who score 70 marks and above will be subjected to financial evaluation. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

Feature	Evaluation Attribute	Scores	Max. Score
Firm's Specific experience	i. Number of years in Mortgage administration services	Each year of experience @ 1 marks, Max. = 7 Each client @ 1 marks, Max. = 5	22
	ii. Provide at least 5 clients and references to which the company has offered similar services in the last 3 years. Bidders must provide evidence of having been contracted to provide MSAS/ similar services		
	iii. Detailed Company Profile	5marks	
	iv. A detailed report on qualification, capacity, resources tools and facilities	5 marks	
Proposed Work Plan and Methodology, and Competence	i. Understanding of the Terms of Reference/ requirements	6 marks	53
	ii. Proposed scheme design and expected service levels.	12 marks	
	iii. Organizational Structure and staffing	5Marks	
	iv. Turnaround time to get facility approved provided all documents are available.	-3 days & below – 5 marks -4-6 days - 4 marks -7-10 days – 1 mark	
	V. Provide a proposal on the following: <ul style="list-style-type: none"> Variation of fund's terms on termination of employment with PPOA - 2 marks Inability of employee to meet loan repayment -2 marks Status report on dismissal of employee on death, after 3 year service and after 6 year service or longer -3 marks Upon appointment to other organization within the public -2 marks Monthly repayment - 2 marks A report on repayment period - 2 marks Fringe benefits tax- 2 marks 	Maximum 15 Marks (Marks to be awarded based on the workability and practicality of proposals given)	
	Must provide a detailed procedure and timelines on a hypothetical case of a staff who have applied for a loan of Ksh 10 million repayable in 20 years and whose salary is Ksh 100,000 from the point of receiving the approval from PPOA to the point of disbursement. This should be in two scenarios of buying a house and constructing a house. It should also include the total costs associated with loan i.e. payment to lenders service providers, requisite fees and the projection of monthly deduction that will be paid by the employee.	Each scenario to earn a maximum of 5marks. Maximum marks = 10 Marks	
	Provide schedule of the bank service provider costs i.e. legal fees, valuers etc, (the lower the charges, the higher the marks awarded) – Maximum marks = 10 Marks		15

Feature	Evaluation Attribute	Scores	Max. Score
	PPOA may at its sole discretion opt to retain the deposit funds and only disburse the funds to the mortgage scheme provider once a loan application by the staff has been approved. You are requested to confirm if this would have any implications and provide the details of the expected implications – Maximum marks = 5 Marks		
	Indicate the Interest rate to be earned by PPOA before the funds are disbursed to beneficiary staff _____ % a. Treasury Bill Rate +3 – 5 marks b. Treasury Bill rate +2- 3 marks c. Below Treasury Bill rate 1 marks		Max. 5
	Insurance cover, free cover limit up to 18M, retrenchment cover and social perils cover. Please indicate the insurance cover details		Max. 5
TOTAL MARKS			100

Only Bidders scoring 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the evaluation process and will not be considered further.

2.8.5 THE FINANCIAL FORMULA TO BE USED IS:

FINANCIAL EVALUATION:

PLEASE INDICATE THE APPLICABLE RATE:

AWARD CRITERIA: *THE FIRM PROPOSING TO CHARGE THE LOWEST ADMINISTRATIVE RATE, AMONG THE TECHNICALLY QUALIFIED WILL BE AWARDED THE CONTRACT*

2.9 PPOA may request for negotiations prior to entering into a contract.

2.10.2 The assignment/ contract is expected to commence on 27th June, 2014 2014.

Other Information

Particulars of tender security: Tenders must be accompanied by a tender Security of Kshs. 50,000 in form of a guarantee from a reputable bank (not self issued), or an insurance company approved by PPOA payable to the Director-General, Public Procurement Oversight Authority. **The Tender Security/ Bid bond must be valid for ninety (90) days after the date of tender opening i.e up to 2nd September 2014.**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

SECTION III: - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ [Title of consulting services] in accordance with
your Request for Proposal dated _____ [Date] and our Proposal.
We are hereby submitting our Proposal, which includes this Technical
Proposal, and a Financial Proposal.

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.2 The financial proposal should be prepared using the Standard form provided in this part

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____[Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **THE PPOA CASH BACKED MORTGAGE SCHEME** in accordance with your Request for Proposal dated (_____) and our Proposal. Our attached Financial Proposal is a proposed annual Administrative Charge of _____ %age rates on the amounts lent to the staff. *[Rate in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____*[Authorized Signature]*

_____*[Name and Title of Signatory]:*

_____*[Name of Firm]*

_____*[Address]*

SECTION V: - TERMS OF REFERENCE

I.BACKGROUND

1.1 Mandate

The Public Procurement Oversight Authority (PPOA) is an independent regulatory body (State Corporation) owned established under the Public Procurement and Disposal Act, 2005 which came into operation on 1st January 2007 on the operationalization/ gazettement of the Public Procurement and Disposal Regulations, 2006.

The purpose of the Public Procurement and Disposal Act, 2005 is to establish procedures for procurement, and disposal of unserviceable, obsolete or surplus store and equipment by public entities in order to achieve the following objectives:

- i. Maximize economy and efficiency;
- ii. Promote competition and ensure that competitors are treated fairly;
- iii. Promote the integrity and fairness of those procedures;
- iv. Increase transparency and accountability in those procedures;
- v. Increase public confidence in those procedures and
- vi. Facilitate the promotion of local industry and economic development.

Arising from the above, the mandate of PPOA is to ensure that procurement and disposal procedures and regulations are complied with as established under the Public Procurement and Disposal Act, 2005 and Regulations, 2006, and other attendant Regulations.

1.2 Vision

To be the leading public procurement and disposal regulator globally.

1.3 Mission

To enhance national socio-economic development by facilitating and ensuring the implementation of an effective and efficient public procurement and disposal system

2.0. THE NEED AND JUSTIFICATION FOR MORTGAGE ADMINISTRATION SERVICES

The Public Procurement Oversight Authority has a staff establishment of 72 employees and a current in post of 57 employees. PPOA is in the process of sourcing for a financial institution (bank) to partner with in providing a cash backed mortgage facility for its staff members as part of Staff Welfare. The key objective of PPOA is to retain a competent workforce and improve their welfare. In this regard, PPOA takes into consideration of the provisions of article 43(1) (b) of the constitution of Kenya 2010 which provides that every person has the right to accessible and adequate housing.

3.0 SCOPE OF THE SERVICES

The Mortgage Scheme is intended to enable staff to acquire and own residential houses in major urban centers. The Public Procurement Oversight Authority (PPOA) shall facilitate this by depositing the principal amount required with the successful reputable financial institution who will in turn offer the Mortgage Scheme Administrative Services (MSAS) at affordable interest rates to deserving employees on permanent establishment (staff list of employees to benefit will emanate from PPOA). The mortgage scheme will be referred as, "PPOA Cash Back Mortgage Scheme". PPOA proposes make an initial deposit of Kshs. 66 Million.

4.0 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CLIENT/PPOA

- i. PPOA will endeavor to provide as much information and documentation required and sufficient for the Financial Institution to perform its work
- ii. PPOA will provide Copies of existing relevant employee information and documents.
- iii. PPOA will provide list/ names of the employees who are eligible for the loan
- iv. PPOA will deduct the amounts recoup and submit them to the bank
- v. PPOA will nominate a liaison officer who will maintain regular contact with the financial Institution on matters regarding this banking facility, and provide appropriate administrative support to the team.
- vi. The successful Financial Institution will pay itself the Administrative fee for its services by deducting its charges/ fees from the deposited with it.

5.0 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE TENDERER

The Successful Bidder:

- i. will be required to operate on an Open –Door Policy and courteously deal with any of PPOA's approved Mortgage scheme beneficiaries.
- ii. will be required to provide equipment, staff and space/ counter for the success of MSAS.
- iii. will be required to provide a liaison staff/ account manager for the purpose of processing applications and giving advice accordingly and for overall effective MSAS administration.
- iv. will be required to ensure that at all times the MSAS is up and running and that any problems are addressed, in addition to being communicated to PPOA.
- v. will be required to submit returns/ reports to PPOA on Quarterly basis and provide certificates of the employees with lease, titles etc. at the end of every year.
- vi. will be required to arrange mortgage protection for the loaned amount and insurance for the entire property
- vii. will be required to provide Insurance cover, free cover limit up to 18M, retrenchment cover and social perils cover
- viii. will be required to provide free pre-appraisal advice to borrowers
- ix. will be required to follow up to ensure compliance with any disbandment with any pre-disbursement terms of approval
- x. will be required to avail experienced key personnel for the service at all times
- xi. To ensure that there is a high quality of service rendered
- xii. To liaise with the PPOA on a regular basis in order to report progress
- xiii. To communicate, in writing, to PPOA any issues and/or concerns that impact on the success of this assignment
- xiv. To produce and present Quarterly reports and other outputs acceptable to the PPOA

NOTE: Failure to adhere to the above by the successful bidder may lead to termination of the contract and resorting to any other available legal remedy.

6.0 METHODOLOGY AND WORK PLAN

The Tenderers will be required to indicate the methodology to be applied in implementing the assignment, with a clear indication and justification for the techniques to be used in carrying out the assignment

7.0 TRAINING

The Tenderer will be required to train counterpart staff on how to effectively participate in the exercise

SECTION VI:

I. STANDARD FORMS OF CONTRACT

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS

This Agreement [hereinafter called "the Contract"] is entered into this _____ *[Insert starting date of assignment]*, by and between

[Insert Client's name] of [or whose registered office is situated at/ _____ *[insert Client's address]*](hereinafter called "the Client") of the one part AND

[Insert Tenderer's name] of [or whose registered office is situated at/ _____ *[insert Tenderer's address]*](hereinafter called "the Tenderer") of the other part.

WHEREAS, the Client wishes to have the Tenderer perform the Services [hereinafter referred to as "the Services", and

WHEREAS, the Tenderer is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Tenderer shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
 - (ii) The Tenderer shall provide the reports listed in Appendix B, "Tenderer's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- 2. Term**

The Tenderer shall perform the Services during the period commencing _____ *[Insert start date]* and continuing through to _____ *[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Tenderer an amount not to exceed a ceiling of _____ *[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Tenderer's costs and profits as well as any tax obligation that may be imposed on the Tenderer. The payments made under the Contract consist of the Tenderer's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Tenderer for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Tenderer for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Tenderer for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

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

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Tenderer's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Tenderer shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Tenderer's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

The Tenderer undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Tenderer shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Tenderer shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Tenderer for the Client under the Contract shall belong to and remain the

property of the Client. The Tenderer may retain a copy of such documents and software.

- 8. Tenderer Not to be Engaged in Certain Activities** The Tenderer agrees that during the term of this Contract and after its termination, the Tenderer and any entity affiliated with the Tenderer shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Tenderer will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Tenderer shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English language.
- 12. Dispute Resolution** Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE TENDERER

Full name; _____ Full name _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

II. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

III. 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.

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No,Street/Road.....
 Postal addressTel No.
 Fax Email
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.....
 Name of your bankers.....
 Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
 Nationality.....Country of Origin.....
 Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date.....Signature of Candidate.....

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas
[Name of the tenderer] (hereinafter called "the tenderer") has submitted its
tender dated [Date of submission of tender] for the
.....
[Name and/or description of the tender] (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE
..... [Name of Insurance
Company] having our registered office at
(hereinafter called "the Guarantor"), are bound unto PUBLIC PROCUREMENT
OVERSIGHT AUTHORITY (hereinafter called "the Procuring Entity") in the
sum of KSHS. 50,000.00 for which payment well and truly to be made to the
said Procuring Entity, the Guarantor binds itself, its successors, and assigns
by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of
_____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the
period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by
the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance
with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance
with the Instructions to Tenderers;

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

This 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

IV. FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary