



STANDARD REQUEST FOR PROPOSALS (RFP)

CONSULTANCY FOR PROVISION OF ACTUARY SERVICES

RFP NO. KARU /RFP/002/2018-2019

CLOSING DATE: WEDNESDAY 12TH SEPTEMBER, 2018 AT 12 NOON

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared by the Public Procurement Directorate, Ministry of Finance and Planning, Government of Kenya for use for selection of Consultants by Procuring Entities in the Central Government, Local Authorities, State Corporations and other Public Institutions (hereinafter referred to as the “Client”) when they hire consulting firms to provide services.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
4. The SRFP includes the following documents:-
 1. Section A - Letter of Invitation
 2. Section B - Information to Consultants
 3. Section C - Technical Proposal - Standard Forms
 4. Section D - Financial Proposal - Standard Forms.
 5. Section E - Terms of Reference
 6. Section F - Standard Forms of Contract.

SECTION I - LETTER OF INVITATION

To All Eligible Actuarial Service Providers

Date 25th May 2018

Dear Sir/Madam,

- 1.1 Karatina University invites proposals for the following consultancy services **for the provision of actuarial services**. More details of the services are provided in the terms of reference herein.
- 1.2 The request for proposal (RFP) includes the following documents;
 - Section I - Letter of invitation
 - Section II - Information to Consultants & Evaluation Criteria
 - Section III - Technical proposal
 - Section IV - Financial proposal
 - Section V - Terms of reference
 - Section VI - Standard Forms
- 1.3 Bidders should provide a Tender Security (a bid bond) of **Ksh. 25,000** from a reputable bank or an Insurance company approved by the Public Procurement Regulatory Authority (PPRA). The tender security should be valid for 30 days beyond the validity of the tender and be **enclosed** in the bidders' Financial Proposal
- 1.4 The service providers are invited to submit a Technical Proposal and a Financial Proposal for the Assignment.
- 1.5 The service providers 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, Service Providers are encouraged to liaise with the University regarding any information that they may require before submitting a proposal.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the University are not reimbursable as direct cost of the assignment; and (ii) the University is not bound to accept any of the proposals submitted.
- 1.7 These should be returned and deposited in the Tender Box at Karatina University, Kagochi, Karatina (15km off Nairobi-Karatina highway), Reception Area, Main Administration Block, or be addressed to the

Vice Chancellor, Karatina University

P.O. Box 1957 - 10101 Karatina

Email: info@karu.ac.ke

so as to be received on or before **Wednesday, 12th September, 2018.**

Yours sincerely,

Vice Chancellor

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The University named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the University in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the University 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 consultants 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, consultants are encouraged to liaise with the University regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The University 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 University are not reimbursable as a direct cost of the assignment; and (ii) the University is not bound to accept any of the proposals submitted.
- 2.1.6 The University’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.8 The University shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the University's address indicated in the Appendix "ITC". The University will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

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

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

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the University.
- (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 "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture,

- and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The University will make his best effort to complete negotiations within this period. If the University wishes to extend the validity period of the proposals, the consultants shall agree to the extension.
- 2.5 Submission, Receipt, and Opening of Proposals**
- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “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 consultant unopened.

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

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the University 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 University in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

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

Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the University shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
1. Firm’s relevant Experience for the Assignment (Corporate)	(35)
2. Methodology and Approach	(25)
3. Human Resource Capacity	(40)

Total Points **100**

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 University shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered

non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The University shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the

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

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The University shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$Sf = 100 \times \frac{Fm}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = 1*) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the University 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 University” 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 University 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 University 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 University expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the University will require assurances that the experts will be actually available. The University 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 University and the selected firm will initial the agreed Contract. If negotiations fail, the University will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The University 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 University will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The University 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 University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

APPENDIX TO INFORMATION TO CONSULTANTS

INFORMATION TO SERVICE PROVIDERS -- DATA SHEET

Clause

Reference

- 2.1 The name of the University: **KARATINA UNIVERSITY**.
The method of selection is: **Quality and Cost Based Selection (QCBS)**.
- 2.5.4 Technical and Financial proposals are requested: **Yes**
The name of assignment is:
Consultancy Services to undertake Actuarial Services.
- The detailed description of the assignment is contained in the **Terms of Reference**
- 2.1.3 A pre-proposal conference will be held: **No**
- 2.3.3 The University will provide the following inputs;
Any relevant information pertaining to the project that may assist the Service Provider
- 2.2 Clarifications may be requested up to **7** days before the submission date.
Vice Chancellor
Karatina University
P.O. Box 1957 - 10101 Karatina
Email: info@karu.ac.ke
- 2.3.1 Proposals should be submitted in the following languages: **English**
- Short-listed firm/entity may associate with other short-listed firm
 - The minimum required relevant experience of proposed professional staff is:
As per Terms of Reference
 - Reports that are part of the assignment must be written in the following language: **English**
 - Training is a specific component of this assignment: **Yes, Members sensitization**
 - Additional information in the technical proposal includes: **None**
- 2.4.2 The Service Provider shall indicate all taxes, duties, fees, levies and other impositions. These shall be included in the Service Provider's financial proposal but shall be shown as separate amounts
Service Providers to state local cost in the national currency: **Yes**
- 2.4.5 Proposals must remain valid **90** days after the submission date
- 2.5.3 Service Providers must submit an original and **one (1)** additional copy of each proposal

2.6.1 The proposal submission address is:

**Vice Chancellor
Karatina University
P.O. Box 1957 - 10101 Karatina
Email: info@karu.ac.ke**

And should be marked on the outer envelope
Information on the outer envelope should also include the statement:
‘Consultancy Services to undertake Actuarial Services.’ Information printed on the technical and financial proposal envelopes shall be as stated in clause 4.4 of the information to Service Providers.

2.5.4 Proposals must be submitted no later than the following date and time:

Wednesday, 12th September 2018 at 12 noon

2.7.1 The Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Mandatory Requirements and Technical Requirements in the RFP and the Terms of Reference, applying the evaluation criteria as follows:

EVALUATION CRITERIA

The bids submitted shall be subjected to a three-stage evaluation process as shown below:

- Preliminary/Mandatory evaluation
- Technical evaluation
- Financial evaluation

a) Preliminary/Mandatory Evaluation

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed here-below:-

NO.	ITEM DESCRIPTION	YES	NO
1	Tender Security – A bid bond Ksh. 25,000 from a reputable bank or an Insurance company approved by PPOA, MUST accompany the tender document and should be valid for 30 days beyond the validity of the tender.		
2	Certified Copy Certificate of incorporation		
3	Certified Copy of Current Business permit from County Government		
4	Certified Copy PIN/VAT Certificate		
5	Valid KRA Tax Compliance certificate		
6	Audited Accounts for the last three years (2015,2016,2017) should be certified and signed by board of directors.		

7	Three copies of signed contracts /LPOs from the clients where the consultant has provided similar assignments. Recommendations letters not acceptable.		
8	Provide CVS for professional staff in fields such as Health economist, Health Systems Management, and Actuarial, Insurance and Medical field.		

Failure to submit any of the documents/information listed above will lead to automatic disqualification.

The **BID BOND** should be placed in the **TECHNICAL PROPOSAL** envelope.

b) Technical Evaluation

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be **70 out of 100**. The firms shall be evaluated on a scoring matrix as shown below:-

I. TECHNICAL EVALUATION CRITERIA	Marks	Score
(i) Details of professional qualifications of key staff: <ul style="list-style-type: none"> • Lead consultant : Possess a Masters and at least 10 years relevant experience (evidence attached) (15 marks) • Lead consultant between 5 and 10 years relevant experience and without Master's degree (8 marks) • Lead consultant with less than 5 years relevant experience and without Master's degree (0 marks) 	40 marks	
<ul style="list-style-type: none"> • Two Consultants with relevant qualifications (at least Bachelor's degree) and relevant experience of 5 years (<i>evidence attached</i>) (10 marks) • Two Consultants with relevant qualifications and Bachelor's degree and have 2 to 5 years relevant experience (<i>evidence attached</i>) (8 marks) • Two Consultants with relevant qualifications and Bachelors degree and less than 2 years relevant experience (<i>evidence attached</i>) (0 marks) 		

<ul style="list-style-type: none"> • Consulting team to possess current membership to the relevant professional body. (10 marks) • List of Directors and their Qualifications (5 marks) <p>(ii) Firm’s past experience</p> <ul style="list-style-type: none"> • Firms with 10 years and above relevant work experience in provision of actuarial services. (<i>evidence of at least 3 previous contracts in the last 10 years</i>) 15 marks • Firms with between 5 and 10 years relevant work experience in provision of actuarial services. (<i>evidence of at least 3 previous contracts in the last 5 to 10 years</i>) 10 marks • Firms with between 3 and 5 years relevant work experience in provision of actuarial services. (5) • Firms with less than 3 years relevant work experience in provision of actuarial services. (0) • • 	15marks	
<p>(iii) Financial Stability</p> <ul style="list-style-type: none"> • Current Ratios –The firm should have at least 2:1 (Provide workings for the last three years). 5 marks • Current Ratios –The firm should have less than 2:1 (<i>Provide workings for the last three years</i>).(0) • Evidence of profit making in the attached 3 years audited reports – (5 marks) • Audited accounts for less than three years (0) 	10 marks	
<p>(iv) Methodology and Work plan Demonstrate your understanding on the assignment with a detailed document on methodology and work plan.</p> <ul style="list-style-type: none"> • A brief on the understanding of the assignment (<i>10 marks</i>) • A satisfactory methodology for the exercise (<i>10 marks</i>) • A detailed satisfactory work plan with time schedules (<i>10 marks</i>) <p>(vi) Any value addition services you are likely to provide and the cost for the same (5 marks)</p>	35 marks	

The firm that scores above the pass mark of **70** out of **100** in the technical evaluation shall be invited for opening of financial Quotations immediately. You are therefore requested to prepare early for the same.

b) Financial Evaluation

The firm that will score highest at the pitching stage and provides the most cost effective financial proposal will be considered for award of tender. The financial evaluation will be done through comparing rates for the items listed. Bidders are advised to provide the rate cards for all the items listed.

2.8.5 The single currency for price conversions is :**Kenya Shillings** The source of official selling rates is: **Central Bank of Kenya** The date of exchange rates is: **The date of Financial Proposal**

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration

The weights given to the Technical and Financial proposal are:

T=0.8 and

F=0.2

2.9 The address for negotiation is:
Vice Chancellor
Karatina University
P.O. Box 1957 - 10101 Karatina
Email: info@karu.ac.ke

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

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

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

[Signature of staff member]

_____ **Date;** _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

-

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of University]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____
Name: _____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

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

SECTION V TERMS OF REFERENCE (TORs)

(a) Background information

Karatina University is in the process of establishing the Karatina University Staff Pension Scheme (KUSPS) as a Defined Contribution Pension Scheme with an estimated population of 420 members.

The members are currently members of Moi University Pension Scheme (MUPS).

The establishment of this Scheme will involve a change in the management of staff pension, Scheme Administration and a handing over of staff from MUPS. The University management considers it prudent to verify the member data to be handed over to the envisaged KUSPS.

(b) Objectives of the assignment

The key objectives of the actuarial services are to:

1. Establish the viability of the proposed KUSPS;
2. Provide a basis for setting the contribution amounts by the University (as employer) and the employees;
3. Verify members' pension data currently held by MUPS to be taken over by KUSPS; and
4. Advise on the design of the scheme.

(c) Scope of work or services of the assignment

1. Establish the viability of the proposed KUSPS before embarking on the other processes of its establishment;
2. Advise on the contribution amounts by employee and employer;
3. Illustrate the impact on future cash flow, for the employer, on contribution structure against anticipated change in structure i.e. High levels of recruitment, staff turnover and salary progression.
4. Establish the liability profile of the scheme;
5. Advise on the design of suitable investment vehicles based on the liability profile;
6. Formulation of investment strategies, to align them with the expected liability profile within the retirement fund;
7. Facilitate risk controls and review methods for minimizing risks;
8. Member education to explain the implication of the scheme design to the members to enable members have realistic expectations and understand the benefits and investments risks;

9. Advise on Asset allocation of scheme investments in lieu of the scheme risk profile.

10. Verify members' pension data currently held by MUPS to be taken over by KUSPS.

- (d) **Provide the Methodology and Work plan** of the assignments that demonstrate a clear understanding of the exercise.
- (e) **Reporting systems and time schedules**
 - 1. To provide an excel database on the assignments
 - 2. Time frame: 3 months
- (f) **Provide the professional Personnel to be involved in the assignment and their profiles.**
- (g) **Indicate any training requirements to the University** (where applicable)
- (h) **Terms of payment**
 - Upon conclusion of the exercise.

SECTION VI:

**STANDARD FORMS OF CONTRACT
SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert University’s name] of [or whose registered office is situated at] _____ [insert University’s address](hereinafter called “Karatina University”) of the one part AND _____ [Insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

WHEREAS Karatina University wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Data Sheet A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Data Sheet B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to Karatina University the reports in the form and within the time periods specified in Data Sheet C, “Consultant’s Reporting Obligations.”

2. Term

The Consultant shall perform the Services during the period commencing on _____ [Insert starting 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 Data Sheet A, Karatina University shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. Schedule of Payments
The schedule of payments is specified below (Modify in order to reflect the output required as described in Data Sheet C.)

Kshs _____ upon Karatina University of receipt of the final report, acceptable to the University.

Kshs _____ upon undertaking member sensitization.

Kshs _____ Total

- C. Payment Conditions
Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If Karatina University has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

- A. Coordinator.
Karatina University designates _____ [insert name] as University's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by University and for receiving and approving invoices for payment.

- B. Reports.
The reports listed in Data Sheet C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

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

6. Confidentiality

The Consultant 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

Karatina University business or operations without the prior written consent of Karatina University.

- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for Karatina University under the Contract shall belong to and remain the property of Karatina University. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without Karatina University 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 the 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: KARATINA UNIVERSITY.

Full name; _____
Title: _____
Signature; _____
Date; _____

FOR THE CONSULTANT

Full name; _____
Title: _____
Signature; _____
Date; _____

LETTER OF NOTIFICATION OF AWARD

Karatina University.

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 BY Vice Chancellor.

2.

REQUEST FOR REVIEW FORM

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 of
.....20.....

SIGNED
Board Secretary