

EWASO NGIRO SOUTH RIVER BASIN DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL

FOR

PROVISION OF EWASO NGIRO STAFF PENSION SCHEME FUND MANAGER SERVICES.

REF NO. ENSDA/RFP/02/ 2017/18

Date: 3RD APRIL 2018

PROCURING ENTITY:

Ewaso Ngiro South River Basin Development Authority P.O Box 213 – 20500 Narok Email: md.ensda@gmail.com



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SECTION I - LETTER OF INVITATION

То	
	Date: 3 rd April 2018

Dear Sir/Madam,

- 1.1 Ewaso Ngiro South Development Authority invites proposals for provision of scheme fund manager services of its staff pension scheme.
- 1.2 Bidders must provide Original Tender Security of Kenya Shillings 200,000.00 in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Oversight Authority (PPOA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document
- 1.3 The request for proposal (RFP) includes the following documents;

Section I - Letter of invitation

Section II - Information to Candidate

Section III - Terms of reference Section IV - Technical proposal Section V - Financial proposal

Section VI - Standard Contract Form (where applicable)

- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 60 days from the closing date of tender
- 1.5 Interested eligible candidates may obtain further information and inspect and collect tender documents at Ewaso Ngiro South River Basin Development Authority Head office in Narok, off Narok Bomet road during normal working hours from 8.00a.m to 5.00 p.m on Mondays to Fridays.
- 1.6 On receipt of this SRQ (C & D) please prepare both technical and financial proposals (one original and one copy) to be submitted in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender



Box at Ewaso Ngiro South River Basin Development Authority Head office in Narok, off Narok - Bomet road.

The proposals should be addressed to;

The Managing Director
Ewaso Ngiro South River Basin
Development Authority
P.O Box 213-20500
Narok – Kenya

So as to be received on or before 16th April 2018 1430Hrs.

- 1.7 All pages in the tender document must be initialled, paginated in the correct sequence and bound together.
- 1.8 Late or incomplete proposals shall not be accepted.

Yours sincerely.

Ambrose Lelesit For Managing Director



SECTION II - ISTRUCTIONS TO CANDIDATES

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SECTION II - INFORMATION TO CANDIDATES

2.1 Introduction

- 2.1.1 ENSDA will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.2 Clarification and amendment to the RFP documents
- 2.2.1 Candidates may request clarification of any of the RFQ (C & D) documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 candidates invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFQ (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

2.3 Preparation of Quotations

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFQ (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.
- 2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:
 - (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the quotation
- 2.3.4 The Technical proposal shall provide the following information;
 - (a) the individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants' involvement.
 - (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
 - (c) A description of the methodology and work plan for performing the proposed assignment.



- (d) Any additional information requested in the special conditions of contract.
- 2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any Financial information.

2.4 Financial Quotation

- 2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFQ (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.
- 2.4.2 The Financial quotation should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial quotation must remain valid for 30 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.
- 2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

2.5 Submission, Receipt and opening of quotations

- 2.5.1The technical proposal and the financial quotation (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initiated by the candidate.
- 2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial quotation shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the quotation, 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 quotation in a sealed envelope duly marked "FINANCIAL



QUOTATION. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked "DO NOT OPEN before 16TH APRIL 2018 1430HRS.

- 2.5.4 The completed Technical proposal and financial quotations must be delivered at the submission address on or before the time and date of the submission of the quotations indicated in the appendix to the instructions to candidates. Any quotations received later than the closing date for submission of quotations shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial quotations will bear the address of the candidate submitting the quotations.
- 2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.6 Evaluation of the Quotations (General)

- 2.6.1 From the time the quotations are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity's staff in the evaluation of quotation companion proposals or awards of contract may result in the rejection of the candidate quotation.
- 2.6.2 The Technical evaluation committee shall have no access to the financial quotation, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria. Where there is a conflict between the provisions of Instruction to tenderers and this appendix, the provisions of this appendix shall prevail.



The selection method shall be Quality and Cost Based Selection (QCBS) Tenders shall be submitted in a two envelope systems (Envelope A - Technical Submission and Envelope B - financial Submission) the two sealed envelopes shall then be sealed in an outer envelope bearing the tender number and name and a statement 'DO NOT OPEN BEFORE

TECHNICAL EVALUATION

- 2.7.2 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all the requirements for submission of quotation shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive quotation will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.
- 2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 Opening and Evaluation of Financial Quotation

- 2.8.1After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFA (C&D) and terms of reference. The notification will indicate that their financial quotations shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.



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

Financial Evaluation

The financial proposal shall be prepared and submitted by the candidate, it shall contain the following;

- i) Submission letter indicating total fee
- ii) Summary of costs
- Breakdown of fee per activity iii)
- Breakdown of reimbursable costs/expenses per activity
- Miscellaneous expenses v)

The formula for determining the financial score is as follows;

SF = FM/F*100

Where: SF – Financial Score

FM – Lowest Financial Proposal

F - Financial Proposal under consideration

The weight given to the technical proposal is 80% and for financial proposal is 20%

The lowest financial bid will be given maximum financial score

The award criteria shall be a combination of Technical and financial scores of responsive bidders.

2.8.4 The candidates quotations will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates.

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



2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.
- 2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

2.11.1Information relating to evaluation of quotations and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.



APPENDIX TO INFORMATION TO CANDIDATES **EVALUATION CRITERIA**

Preliminary Evaluation Criteria

ltem	Description
1	Certified copy of Registration certificate or certificate of incorporation
2	Registration with RBA and/or IRA
3	Valid tax compliance certificate
4	Evidence of physical registered office
5	Submission of original & copy of tender document properly bound, paginated
	in the correct sequence and initialed.
6	Audited financial accounts for the last 3 years
7	Original Tender Security of Kenya Shillings 200,000.00 in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Oversight Authority (PPOA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document

Failure to submit any of the above requirements shall lead to automatic disqualification from further evaluation.



TECHNICAL EVALUATION

The marks shall be distributed as follows

Item	Parameter	Max Points
1	Technical compliance	
	Demonstrate clear understanding of the TOR	10
	Adequacy of proposed work plan and Methodology of managing the scheme	10
2	Qualifications	
	Team Leader/ Director –	5
	i) with a Masters Degree in a relevant field	
	ii) A member of recognized relevant professional body	
	Key Staff	5
	i) with a Bachelor's Degree in a relevant field	
	ii) A member of recognized relevant professional body	
3	Experience —	
	i)Team Leader	5
	Team leader must have at least 10 years' experience in pension management	5
	Key Staff	5
	At least one of the key staff/technical staff with a minimum of 5 years post-qualification experience in the pension scheme (excluding team leader's experience).	3
5	Firms Experience	
	The firm must have undertaken similar tasks successfully from at least	
	five (5) clients in either public sector, financial and fund management(attach offer letters, contract agreements, LSOs)	10
6	Recommendation letters from the clients (Each letter 2 marks to a maximum of five letters)	10

3	Proof of relevant mechanisms to maintain, keep, update and secure records	
7	Evidence and assurance of prompt payment of benefits to pensioners	10
8	Evidence and assurance of Provision of relevant information/communication to trustees and other relevant regulatory authorities	10
9	Financial capability(asset base, liquidity, client base, profit index and audited accounts)	10
	TOTAL POINTS	100

Bidders with 70% and above shall qualify for financial evaluation.

Financial Evaluation

Cost of administration

The financial proposal shall be prepared and submitted by the candidate, it shall contain the following;

- Submission letter indicating total fee νi)
- νii) Summary of costs
- Breakdown of fee per activity viii)
- Breakdown of reimbursable costs/expenses per activity
- Miscellaneous expenses x)

The formula for determining the financial score is as follows;

SF = FM/F*100

Where; SF – Financial Score

FM – Lowest Financial Proposal

F - Financial Proposal under consideration

The weight given to the technical proposal is 80% and for financial proposal is 20%

The lowest financial bid will be given maximum financial score

The award criteria shall be a combination of Technical and financial scores of responsive bidders.



TERMS OF REFFERENCE (TOR) FOR EWASO NGIRO SOUTH DEVELOPMENT AUTHORITY PENSION SCHEME FUND MANAGER SERVICES

1. INTRODUCTION

1.1 Background

EwasoNgiro South River Basin Development Authority (ENSDA) is a state corporation established by act of parliament (cap 447 of laws of Kenya (1989). It started its operations in 1991 and covers four (4) Counties; Narok, Kajiado and parts of Nakuru and Nyandarua, with an area 47,094 km².

The Ewaso Ngiro South Development Authority Staff Pension Scheme has a membership of over 130 and an asset base of about KShs 110Million

1.2 Purpose

Since Pension scheme administration is a specialized field that requires certain professional skills to ensure smooth management and running of the Scheme. A well-administered scheme reflects well on members' perceptions of the Scheme. Therefore, selecting the appropriate administration arrangements for the Scheme is an important Trustee decision.

TERMS OF REFFERENCE FOR PROVISION OF FUND MANAGEMENT SERVICES

The Board of Trustees of Ewaso Ngiro South Development Authority Staff Pension Scheme invites proposals which should highlight the following;

- 1. Company Financial Strength
- 2. The ownership structure.
- 3. Experience and Understanding of local and offshore markets
- 4. Investment in Research
- 5. Understanding of other fund management services
- 6. Period of operation in the Kenyan market
- 7. Clear fund management philosophy
- 8. Development of fund management strategy capability
- 9. Human resources and qualifications



- 10. Risk appreciation and evaluation competence
- 11. Client base
- 12. Flexibility and adaptability to client needs
- 13. Quality of reporting
- 14. Performance focus
- 15. Internal controls
- 16. IT Resources
- 17. Disaster recovery plan
- 18. Professional indemnity insurance
- 19. Fees

In formulating the tender, the following should be taken into consideration:

- 1. Type of Scheme : Defined Contributions Pension Scheme
- 2. Current Investment Structure : Guaranteed
- 3. Scheme Value : Startup, Expected contributions is 1 Million.
- 4. Membership : 130 Members



SECTION V- FINANCIAL QUOTATION (FQ)

Notes on the Preparation Financial Quotation

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

- Submission letter indicating total fees (a)
- Summary of costs (b)
- Breakdown of fees per activity (c)
- Breakdown of reimbursable costs/expenses per activity (d)
- Miscellaneous expenses (e)

(to be prepared by the candidate as appropriate)

SECTION VI -STANDARD FORMS

STANDARD CONTRACT FORM



CONSULTANCY/DESIGN (Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Candidates clause 2.10.2



SECTION VI - STANDARD CONTRACT FORM

CONSULANCY/DESIGN

(lump-sum payments)

	-		er called "the Contract") is entered into this [insert], by and between.
	is situated at] "the Client")		[insert Client's name] of [or whose registered] [insert Client's address] (hereinafter one part AND
_	ered office is si Itants address		[insert Consultant's name] of [or whose at][insert einafter called "the Consultant") of the other part.
	REAS the Clied to as "the S		hes to have the Consultant perform the services [hereinafter \ddot{y} , and
WHEF	REAS the Cons	ultant	is willing to perform the said Services,
NOW 1.	THEREFORE Services	THE P (i)	ARTIES hereby agree as follows:- The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
		(ii)	The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
		(iii)	The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."
2.	Term	period throug	consultant shall perform the Services during the discommending on[insert starting date] and gh to [insert completion date],
	or any other	-	l(s) as may be subsequently agreed by arties in writing.



3.	Payment	Α.	Ceiling For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
		В.	Schedule of Payments The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.) Kshs upon signing the contract. Kshs upon the Client's receipt of the Draft report, acceptable to the Client; and
			Kshs. upon the Client's receipt of the Final report, acceptable to the Client.
			KshsTotal
		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 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.
4.	Project Administration	A. on	Coordinator The Client designates [insert name] as Client'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 the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix 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** The Consultant undertakes to perform the Services Standards with the highest standards of professional ar

with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client 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 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 Consultant for the Client under the Contract shall belong to and remain the property of the Client. 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



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anı	, ann	ranriata	insurance	COLLORAGO
anv	auu	noblate	mourance	COVELAGE.
,				

10.	Assignment	The Consultant shall not assign this Contract or
		sub-contract any portion of it without the Client's
		prior written consent.

Law Governing 11. The Contract shall be governed by the laws of Contract and Kenya and the language of the Contract shall be English language 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 the Client	For the Consultant
Full name	Full name
Title	Title
Signature	Signature
Date	Date



REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NOOF20
BETWEEN
APPLICANT
AND
RESPONDENT (Procuring Entity)
Request for review of the decision of the (Name of the Procuring Entity) of
dated the day of
Noof20
REQUEST FOR REVIEW
I/We,the above named Applicant(s), of address: Physical
address
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 onday of/20
FOR OFFICIAL USE ONLY
Lodged with the Secretary Public Procurement Administrative Review Board on
day of20
SIGNED Board Secretary