KISII COUNTY GOVERNMENT

COUNTY ASSEMBLY

REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF MORTGAGE AND CAR LOAN SCHEME FOR MEMBERS OF KISII COUNTY ASSEMBLY

TENDER No: KCA/S/004/2021-2022

INVITATION DATE: 5th APRIL, 2022

CLOSING DATE: 20Tth APRIL, 2022

APRIL, 2022

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SECTION I – INVITATION TO TENDER

Date: 5th April, 2022

RE: REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF MORTGAGE AND CAR LOAN SCHEME FOR MEMBERS OF KISII COUNTY ASSEMBLY

The **Kisii County Assembly** invites sealed proposals from Licensed Commercial Banks / Mortgage Finance Institution approved and licensed by the Central Bank of Kenya for the provision of above detailed services.

The scheme to be referred to as Kisii County Assembly Members Mortgage and Car Loan Scheme will be based on a revolving fund and administered by a financial institution/ bank. Currently, Kisii County Assembly has sixty-nine (69) MCAs, one(1) Speaker and two (2)members of County Assembly Service Board who are expected to benefit from the scheme. The scheme shall have standard conditions and legal obligations with clearly set out application procedures.

Eligible consultants may obtain further information and inspect/download the Tender Document from **Kisii County Assembly** Website (www.kisiiassembly.go.ke) or the Supplier's Portal (**www.supplier.treasury.go.ke**) free of charge.

A complete set of tender documents may be **downloaded** by interested candidates **for free from www.kisiiassembly.go.ke** or **www.supplier.treasury.go.ke.** Those who download the document must immediately forward their particulars (i.e. Name & Contacts of applicant) on e-mail edondieki@kisiiassembly.go.ke for purposes of registration, receiving any other clarifications and/or addendums.

Completed RFPs are to be returned using the IFMIS platform on or before 20th, April, 2022 at 11.00am East African time. NO physical documents shall be accepted by the procuring entity. Late proposals will be rejected automatically.

Bids shall be opened thereafter in the IFMIS.

Clerk, Kisii County Assembly

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO APPLICANTS (ITA)

2.1 Introduction

2.1.1 The Client 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 procuring entity in the Appendix.

2.1.2 The institutions 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 Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Banking 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 institutions must familiarize themselves with local monetary conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, applicants 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. Applicants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Applicants 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 services 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 procuring entity's employees, committee members, Board members and their relative (spouse and children) are not eligible to participate WHATSOEVER

2.1.7 The procuring entity shall allow the tenderer to review the tender document free of charge

2.2 Clarification and Amendment of RFP Documents

2.2.1 Applicants 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, or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by 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 interested applicants 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 interested firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be posted on the client's website and on the PPIP portal or sent by electronic mail, to all interested applicants 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 applicant's proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, applicants 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, applicants 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 thefirm 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 if the staff is not Kenyan.

(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 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 "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, applicants 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 Applicants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by applicants 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 applicants 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 applicant 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 authorized 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 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 applicant 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 consultant'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 evaluation 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;

2.7.1.1 Stage 1- Preliminary Evaluation

Firms will be evaluated against submission of the following **mandatory documents** required. Only firms found to be responsive will proceed to the next stage of evaluation: None – Responsive proposals will be rejected at this stage.

S/No.	Requirement	YES /NO
1.	Copy of Certificate of Incorporation	
2.	Copy of Valid License from Central Bank to Provide Mortgage & Car Loan Services	
3.	Copy of valid certificate of membership with Kenya Bankers Association	

4.	Technical and Financial Proposals. Submission should be separate fields for Technical and Financial proposal as provided in the IFMIS **section**	
5.	Copy of valid Tax Compliance Certificate	
6.	Company Profile	
7.	Duly Filled, Signed and stamped Confidential Business Questionnaire	
8.	Three years Audited Accounts (2016,2015 & 2014) – To be attached to the Technical Proposal	
9.	Signed Affidavit confirming that the firm is not corrupt or involved in fraudulent practices	
10.	Confirmation that the firm is not in receivership or in the process of being wound up	
11.	Copy of Valid Trade Licence	
12.	RFP documents must be Serialized and arranged in an organized manner	
13	Clarification from PPRA that the institution is not debarred from participating in procurement in kenya	

Pass to technical evaluation is responsive to all the parameters set herein above.

2.7.1. 2 Stage 2-Technical Evaluation

Here each responsive proposal will be given a technical score (TS). 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 **a minimum technical score of 80%**

S/NO.	Item Description	Parameter	Maximum Score
1.	Specific Experience of the Service provider in related assignment: i. No. of years of experience in Mortgage/Car Loan Scheme Administration. Mandatory Minimum Number is 5 years **Attach Evidence**	5marks for all who meet the minimummandatory number of years(5years) 1 mark for each additional year up to amaximum of 10 points	10
2.	Letters of Recommendation of offering similar services from at least five (5) corporate clients preferably in the public sector in the last 5years and Contact persons **Attach proof of award and recommendation letters from servedclients**	2 marks per client	10
3.	Average value of Accounts managed i. Value of Housing Mortgage accounts in the last three (3)years. ii. Value of Car Loan Accounts in the last three (3) years **Provide evidence**	Above Kshs. 1 Billion-10 marks Kshs. 500 million-1billion-5marksBelow 500million-3marks Above Kshs. 100 million-10 marksKshs.50 million-100million-5marks Below 50 million- 3marks	20

4.	Adequacy of the proposed methodology,work plan and comprehensiveness of the proposal in relation to the outlinedobjectives and outputs in the TOR (s)	Understanding and conformity of the proposal to the TOR. Suitability/ Appropriateness of the proposed technical approach and methodology and Adherence to Salaries and Remuneration Commission Circular No/SRC/ADM/CIR/1/13/VOL/III (128) dated 17th December 2014 i. House Purchase-5 marks ii. House Construction-5 marks iii. Car Loan- 5 marks Proposed clear timelines for loan processing advancing upon receipt of recommendation from Kisii County Assembly A. Buying /Construction of a house/purchase of a plot: i. Less than 1 month-10 marks ii. 1-3 months-5 marks	35

S/NO.	Item Description	Parameter	Maximum Score
		iii. More than 3 months-2 marks B. Buying of a car: i. Less than 5 working days-10 marks ii. 5-10 working days-5 marks iii. More than 10 working days-2 marks	
5.	**Scheme Administration Team** Provision of at least one (1) specific LeadManager/Team Leader for Kisii County Assembly and two (2) relationship officers for the Mortgageand Car Loan Lead Manager must have a minimum of Master's degree specializing in Finance, Accounts, Banking, Marketing, Economics or any other relevant field Relationship managers must have a minimum of Bachelor's degree specializing in Finance, Accounts, Banking, Marketing, Economics or any other relevant field. **Attach CVs and certified copies**	Years of experience: A. Team Leader: i. Above 10 years- 5 marks ii. 5-10 years- 3 marks B. Relationship Managers (2): i. Above 10 years- 5marks (2½ marks for each managerproposed ii. 5-10 years-3marks (1½ for eachmanager)	10

	of certificates. **CVs must conform to provisions laid out in the RFP document.**		
6.	Panel of other Experts i.e. Lawyers, Architects, Property Valuers **Attach CVs and certified copies of certificates**	i. Undergraduate degree and 10 years' experience- 3marks for each specialist area ii. Additional specialist area – 1 mark	10
7.	Training **Provide Training Programme**	Provision of training programme to MCAs on the mortgage and car loan scheme.	3
8.	Value Addition	To provide any other value addition services to the scheme e.g. personal finance etc.	2
	TOTAL POINTS		**100**

The pass mark for Technical Evaluation is 80%. Firms who do not meet the pass mark shall not proceed to Financial Evaluation.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those applicants 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 applicants 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 applicants' 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 Client shall prepare minutes of the publicopening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the applicant 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 applicant in thefinancial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in theAppendix "ITC", be as follows:-

$Sf = 100 \text{ X } {}^{FM}/F$ 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* = I) 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 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 based on, 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 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 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 applicants on the shortlist that they were unsuccessful and return the Financial Proposals of those applicants 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 awardunless 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 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 procuring entity requires that the applicants 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.

2.12.2The procuring entity will reject a proposal for award if it determines that the applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3Further an applicant who is found to have indulged in corrupt or fraudulent practices risks being debarred fromparticipating in public procurement in Kenya.

APPENDIX TO INFORMATION TO APPLICANTS

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

Clause Reference

2.1 The name of the Client is: **Kisii County Assembly**

2.1.1 The method of selection is: **Least Cost Selection (LCS). LCS selects the lowest priced proposal that meetsthe entity's technical requirements**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are:

Name: Provision of:

i) Mortgage Scheme Financing to Members of County Assembly of Kisii

ii) Car Loan Scheme Financing to Members of County Assembly of Kisii

iii) **Objective:**

a) **Mortgage Scheme –**

i. Administer the scheme on behalf of Members of County Assembly of Kisii.
ii. Appraise requests and disburse loans to qualifying members.
iii. Pay the Kisii County Assembly returns on deposits.
iv. Provide credit and loan evaluation services.
v. Provide valuation & legal services.
vi. Remit quarterly reports on the status of the account.
vii. Keep the joint title documents until the loan is fully repaid.
viii. Ensure all the relevant insurances are in place, valid and in their custody.
ix. Keep record of repayments and institute action to ensure full recovery in case of default.
x. Track repayment of loan for all beneficiaries to ensure the payments are up to date and advise Kisii County Assembly in case of default.
xi. In case of disciplinary cases, ensure the interest is translated into market rates

immediately Kisii County Assembly advices so in writing.

b) Car Loan Scheme – Lot 2

i. Provide appraisal services.

ii. Make payments to the sellers for positive appraisals

iii. Advise Kisii County Assembly on monthly repayments

iv. Keep the log book and blank transfer form until the loan if fully repaid.

v. Advise on any defaults and institute measure to ensure full recoveries of the loan balance

vi. Revert the rates to market rates where Kisii County Assembly advises so in line with the policy.

2.1.3 A pre-proposal conference will be held: **No**

The name(s), address and telephone numbers of the Client's official(s) are:

2.1.4 The Client will provide the following inputs:

a) Counter Part / Liaison staff

b) Seed money of approximately Ksh. 246 Million

2.3.3 (ii) The estimated number of professional staff months required for the assignment is; **N/A**

(v) The minimum required experience of proposed professional staff is….**See Technical Evaluation Criteria**

(vii) Training is a specific component of this assignment: **Yes**

(viii) Additional information in the Technical Proposal includes:

There are no Reimbursable

2.1.7 Taxes: **Firm to pay the all the relevant taxes as applicable.**

2.5.2 Applicants must submit their bids electronically

2.5.3 The proposal submission address is: Information on the outer envelope should also include:

2.5.4 Proposals must be submitted no later than the following date and time: **11.00 AM** local time,

21st April, 2022

2.6.1 The address to send information to the Client is:

Clerk, Kisii County Assembly P.O. Box 4552-40200 Kisii

2.7.1.2 The minimum technical score required to pass: **80 %**

2.8.5 Alternative formulae for determining the financial scores is the following: **N/A**

The weights given to the Technical and Financial Proposals are:

T= (0. 80)

P= (0.20)

2.9.2 The assignment is expected to commence from: **Seven (7) days after Swearing in of MCAs in August 2022 or upon signing Contract on 16th May, 2022 Whichever is earlier.**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the applicant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the applicant's own risk and may result in rejection of the applicant'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 consultants 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 services for ______________________ ______________________________[*Title*] in accordance with your Request for Proposal dated__[*Date*] and our Proposal. We are hereby submitting our Proposal, which includesthis Technical Proposal, [and a Financial Proposal sealed under a separate document-*where applicable*].

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 YearsThat 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.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff provided by Your Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Clients contact person for the assignment.</td></tr>
<tr><td colspan="2">Address:</td><td>No of Staff-Months; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Kshs)</td></tr>
<tr><td colspan="2">Name of Associated Consultants. If any:</td><td>No of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: ________________________________

Name and title of signatory; _____________________

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF APPLICANTS 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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Positio n	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 authorised*

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	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

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)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th 1	11th	12th	
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 done to be clearly understood by the procuring entity.

4.2 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.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. FINANCIAL PROPOSAL SUBMISSION FORM

_______________*[Date]*

To: ____

____

____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Kisii County Assembly Mortgage and Car Loan Services for (___) *[Title of consulting services]* in accordance with your Request for Proposal dated (____________________) *[Date]* and our Proposal. Our attached Financial Proposal is to offer the **AdministrativeServices** at for **Staff Mortgage and Car Loan Scheme (Indicate Rate of Interest)**

of the taxes.

We remain,

Yours

sincerely,

_____________________ *[Authorized Signature*

_____________________*[Name and Title of Signatory]:*

________________________*[Name of Firm]*

_______________________*[Address]*

2. SUMMARY OF COSTS

NOTE:

i. **Bidders will indicate their cost of administering the scheme in form of Percentage of the Scheme Fund**

ii. **The Scheme Administration cost refers to the total cost of running the scheme including ledger fees and late penalties for late payment of remittances. All costs should be stated explicitly**

Item Description	**Budgeted Scheme Fund for 2022/2023 financial Year in Kshs.**	**Scheme Administration Cost %**	**Duration for disbursement of funds**	**Remarks**
Mortgage	100 Million			
Car Loan	146Million			
Grand Total	246 Million			

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCES (TOR)

1.0BACKGROUND INFORMATION

1.1 Kisii County Assembly is a legislature established under the County Governments Act,2012. The mandate of Assembly is to offer oversight, legislation and representation of the people of Kisii County.

1.1.1 The Assembly intends to engage a financial institution to administer Members' Mortgage and Car Loan Scheme. The scheme will be based on a revolving fund and administered by a financial institution/ bank. The scheme shall have standard conditions and legal obligations with clearly set out application procedures.

1.3 Currently Kisii County Assembly has a 69 MCAs, 1 Speaker and 2 members of the county assembly service Board who are expected to benefit from the scheme.

2.0 SPECIFIC REQUIREMENT

The proposed mortgage and car loan schemes will be operated as per the provisions of the Salaries and Remuneration Commission's (SRC) guidelines of 17th December, 2014 and the Kisii County Assembly Human Resource Manual 2021.

The specific requirement for each scheme is as follows:

2. 1 MORTGAGE SCHEME-

2. 1.1 Purpose

The purpose of the Housing Mortgage Scheme is to assist an MCAs purchase or construct a residential house in line with the SRC guidelines. The scheme will, however, not support purchase of housing for speculative purposes.

2.1. 2 Specific outputs:

The successful service provider is expected to: -

(i) Administer the scheme on behalf of Kisii County Assembly

(ii) Appraise request and disburse loans to qualifying members.

(iii) Pay the Kisii County Assembly returns on deposits.

(iv) Provide credit and loan evaluation services.

(v) Provide valuation & legal services.

(vi) Remit quarterly reports on the status of the account.

(vii) Keep the joint title documents until the loan is fully repaid.

(viii) Ensure all the relevant insurances are in place, valid and in their custody.

(ix) Keep record of repayments and institute action to ensure full recovery in case of default.

(x) Track repayment of contract and exited employees to ensure the payments are up to date and advise Kisii County Assembly in case of default.

(xi) In case of disciplinary cases, ensure the interest is translated into market immediately the Kisii County Assembly advices so in writing.

2. 1.3 Where a Borrower ceases to be an Employee of the Assembly

Where a borrower ceases to be an employee of Kisii County Assembly for whatever reason other than disciplinary grounds, the terms of the loan remains in force and does not change for life of the loan unless in the cases of default.

In both cases of disciplinary or default, the interest reverts to commercial terms as will be advised by the Scheme Administrator.

In the incident of death in service, the Mortgage Insurance Policy terms shall apply.

2.1.4 Interest

The interest rate chargeable on the loan granted shall be on a reducing balance the as per the terms of the agreement. The Assembly reserves the right to vary the rate of interest if the situation may demand from time to time. This will however, be guided by the agreement between the Assembly and the Scheme Administrator and shall apply to new borrowers only.

2.2 House Purchase Loan

2.2.1 The following documents shall be required:

(i) A valid offer for sale by the legal vendor of his/her legally appointed agent.

(ii) A copy of the Title Document – certificate of lease or title deed.

(iii) A valuation report by qualified valuers appointed by the Scheme Administrator.

(iv) Original pay slips for the last three months.

(v) Recommendation from the employer/sponsor.

2.3.0 House Construction Loan

2.3.1 The following documents shall be required:

(i) Present proof of ownership of land on which the house is to be constructed e.g. title deed, certificate oflease or letter of allotment.

(ii) Spousal consent form; Affidavit to confirm spousal consent (where applicable).

(iii) Duly approved Plan by an authorized County Government body.

(iv) Certified Bill of Quantities and Contractor's certified estimated building cost.

(v) Architect's certificate detailing the amount of work done/executed.

(vi) Proof of a registered contractor to undertake the construction works.

2.3.2 For consideration of house construction loan, the following basic conditions shall apply:

(i) A Certified building plan approved by the relevant County Government body.

(ii) This loan shall include the legal fees, valuation fees, administrative costs, insurance and other related charges which shall be borne by the member.

(iii) An Member who is advanced a loan for construction of a house will be expected to complete construction and take occupation of the house within a period of twenty four (24) months from the start of construction, unless request for extension is put in writing and so granted by theScheme Administrator.

(iv) At the completion of construction, the Scheme Administrator shall convert the construction loan to normal loan and administered under same agreement as in direct house purchase loan.

(v) Fund shall only be released in phases on as and when advised by the Quantity Surveyors, Valuer or Architect and as may be determined by the Scheme Administrator.

(vi) Interest shall be payable upon release of funds.

3.0 TERMS OF REFERENCE FOR CAR LOAN SCHEME

3.1.1 Purpose

The purpose of the Car Loan Scheme is to assist a Member purchase a car for personal use. The schemewill, however, not support purchase of cars for speculative purposes.

Duration of the Assignment

The assignment will be for a period of the scheme or such time as may be agreed from time to time subject toreview in line with agreed terms of the contract to be signed between the office and the service provider

3.1.2 Specific objectives:

The successful service provider is expected to: -

(i) Provide appraisal services.

(ii) Make payments to the sellers for positive appraisals.

(iii) Advise the Assembly on monthly repayments

(iv) Keep the log book and blank transfer form until the loan if fully repaid.

(v) Advise on any defaults and institute measure to ensure full recoveries of the loan balance

(vi) Revert the rates to market rates where the Assembly advises so in line with the policy.

3.1.3 Where a Borrower ceases to be an MCA

Where a borrower ceases to be an MCA of Kisii County Assembly for whatever reason, the terms of the loan remain in force and do not change for life of the loan unless in the cases of default.

In cases of default, the interest reverts to commercial terms as will be advised by the Scheme Administrator.

In the incident of death in service, the Mortgage Insurance Policy terms shall apply.

3.2 Type of Vehicle

3.2.1 Second- Hand Motor Vehicles:

The loan shall be used to purchase a motor vehicle that is not more than eight years old. MCAs intending to purchase used motor vehicles shall be required to submit a mechanical inspection and valuation report obtained at a valuation agency such as the Automobile Association of Kenya (AA). The borrower or the sellershall meet the valuation charges.

3.2.2 New Motor Vehicle

Applications to purchase a new car shall be accompanied by the pro forma invoice from the supplier.

3.3 Logbook

a) The logbook will be registered in the joint names of Kisii County Assembly and the MCA. The borrower shall also sign a blank transfer form, which shall be deposited with the scheme administrator.

b) The logbook will be in the custody of the scheme administrator until the loan is fully settled.

3. 4. Vehicle Maintenance

a) The borrower shall maintain the said vehicle in good working condition and shall neither use the said vehicle on public road if the vehicle is defective nor shall the borrower violate or fail to observe any of the terms under which the vehicle is insured.

b) Where the Assembly is of the opinion that such a vehicle is not maintained properly the motor vehicle shall beimpounded and sold to recover the outstanding debt and the borrower shall pay the Assembly's debt, the Assembly shall recover any outstanding amount from the salary or other monies due to the borrower.

c) The car shall be driven by the borrower personally or by his authorized driver as the case shall be (if qualified). The driver shall possess a valid driving license and a current certificate of competency.

d) Where the vehicle is involved in an accident or stolen, the borrower shall immediately inform the Assembly, his insurers and the police in writing.

3. 5. Supporting Documents

a) Facilitation shall depend on the applicant's production of a valid driving license to drive the class of motorvehicle for which the loan is required; as required by the Traffic Act;

b) The last three pay slips or other evidential documents;

c) Recommendation letter by the Accounting Officer;

d) Duly filled and authorized form from the human resource director;

e) Vehicle mechanical report from an authorized agent e.g. AA of Kenya;

f) Copy of logbook;

g) Details of vendor (for second hand) or supplier (for new) of vehicle; and

h) Sale agreement between vendor and purchaser.

3.6 Repayment

a) The loan shall be recovered within sixty (60) months or the number of months remaining to the borrower'sexit from Assembly.

b) Under the contract terms of service, in respect of borrowers, the repayments thereof shall be made andrestricted to the unexpired period of the contract agreement.

c) Notwithstanding the above, Kisii County Assembly reserves the right to recall in the entire loan facility and require immediate redemption of the said loan without notice.

d) The balance of salary after the loan deductions shall not be less than one third(1/3) of the member's net salary.

e) Repayment of advance before expiry of agreed period: Any member wishing to repay the loan in full beforethe expiry of the agreed period shall be free to do so. In such cases, such pay off shall be allowed with no extra fee or penalty charged.

f) Upon completion of full repayment of loan, the employee shall pay the necessary transfer fees to have the vehicle transferred to his/her sole ownership.

3.7. Interest

The interest charged is on reducing monthly balances as shall be decided and agreed by Kisii County Assembly and Scheme Administrator from time to time.

3.8 Where a Borrower ceases to be a member of the Assembly

Where a borrower ceases to be a member of county assembly for whatever reason, theterms of the loan remain in force and do not change for the life of the loan unless in the cases of default in which case it reverts to commercial terms as will be advised by the scheme administrator.

3.9.0 Insurance policy cover of Motor Vehicle(s)

a) The member to whom the car loan is made shall take a comprehensive insurance policy cover in the joint names of Kisii County Assembly or scheme administrator and the member.

b) It is the responsibility of the scheme administrator to arrange for the renewal of the insurance policy when itbecomes due whilst there is any advance still outstanding.

c) The insurance charges shall be borne by the member through check off system where Kisii County Assembly shall make monthly remittances to the scheme administrator within a maximum repayment period of sixty (60) months.

d) The policy document shall be deposited with the scheme administrator for safe custody.

e) Disciplinary action shall be taken on failure to observe this condition. When the loan has been fully paid off, the Assembly interest in the vehicle ends and the insurance policy shall be returned to the MEMBER for retention

4.0 EVALUATION OF THE PROPOSALS

Each proposal will be evaluated and awarded collectively using the evaluation criteria contained in **clause 2.7** in each case.

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

KISII COUNTY ASSEMBLY

____

AND

____

[*name of the Consultant*]

Dated:__________________*[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the ________)day of the month of ______________*[month]*, *[year]* ------------, between__________________________________, *[name of client]* of [or whose registered office is situated at *]_____[location of office*] (hereinafter called the "Client") of the one part AND _________*[name of consultant]* of *[*or whose registered office is situated at] ____*[location of office]*(hereinafter called the "Consultant") of the other part.

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices: [***Note****: If any of these Appendices are not used, they should be deleted from the list]*

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of theday and year first above written.

For and on behalf of____*[name of client]*

*[full name of Client's authorized representative*____

*[title]*____

*[signature]*____

*[date]*____

For and on behalf of____________________________________*[name of consultant]*

[*full name of Consultant's authorized representative]*_________________________________

*[title]*____

*[signature]*______________________________________

*[date]*____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time totime;

(b) "Contract" means the Contract signed by the Parties, towhich these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause6 here below;

(d) "Foreign Currency" means any currency other than theKenya Shilling;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of the Republicof Kenya;

(g) "Local Currency" means the Kenya Shilling;

(h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities or member of county assembly; "Members" means all these entities, and"Member in Charge" means the entity specified in the SC to act on their behalf in exercising all theConsultant's rights and obligations towards the Client under this Contract;

(i) "Party" means the Client or the Consultant, as the casemay be and "Parties" means both of them;

(j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of theServices or any part thereof;

(k) "SC" means the Special Conditions of Contract bywhich the GC may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in
Appendix A; and

(m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in
accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which
shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this
Contract shall be in writing and shall be deemed to have been
made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or
facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are
specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether

in the Republic of Kenya or elsewhere, as the Client may approve.

1.6	**Authorized Representatives**	Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
1.7	**Taxes and Duties**	The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1	**Effectiveness of Contract**	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective
or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after
the Effective Date, as is specified in the SC.

2.4 Modification

Modification of the terms and Conditions of this Contract,
including any modification of the scope of the Services or the
Contract Price, may only be made by written agreement
between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means
an event which is beyond the reasonable control of a
Party and which makes a Party's performance of its
obligations under the Contract impossible or so
impractical as to be considered impossible under the
circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the
Contract shall not be considered to be a breach of, or default under, this
Contract insofar as such inability arises from an event of Force Majeure,
provided that the Party affected by such an event (a) has taken all
reasonable precautions, due care and reasonable alternative measures

in order to carry outthe terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after theoccurrence of any of the events specified in this Clause;

(a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultant becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant The Consultant may terminate this Contract by not less **Consultant** than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any ofthe following events;

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2,the Client shall make the following payments to the Consultant:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed priorto the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.

(i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any subconsultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be forthe account of the Client.

3.2.2 Consultant and Affiliates Not to be from **Otherwise** than the**Interested in** any **Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified providing goods, works or services (other Services and any continuation thereof) for project resulting from or closely related to the Services.

3.2.3 Prohibition subconsultant[s] **of** directly or**Conflicting** activities: **Activities**

Neither the Consultant nor his nor their personnel shall engage, either indirectly in any of the following

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may bespecified in the SC.

3.3Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4Insurance to be The Consultant (a) shall take out and maintain **Taken Out by the** and shall cause any subconsultant[s] to take out

Consultant and maintain, at his (or the subconsultants', as the case may be) own cost buton terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's ActionsRequiring Client's Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

(a) entering into a subcontract for the performance of any part of theServices,

(b) appointing such members of the personnel not listed by name inAppendix C ("Key Personnel and Subconsultants").

3.6 Reporting The Consultants shall submit to the Client the reports **Obligations** and documents specified in Appendix A in the form, inthe numbers, and within the periods set forth in the said Appendix.

3.7Documents All plans, drawings, specifications, designs, reports and **prepared by** otherdocuments and software submitted by **the Consultant** in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant **the Property** shall, not later than upon termination or expiration of this **of the Client** Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4 CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal changes **and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as areplacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.0 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6.0 PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and

the like and all other costs incurred by the
Consultant
in carrying out the

Services described in Appendix A. Except as
provided
in Clause 5.2, the Contract Price may only be
increased
above the amounts stated in Clause 6.2 if the
Parties
have agreed to additional payments in accordance
with
Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(b)The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration
due for additional services as may be agreed
under
Clause 2.4, a breakdown of the lump-sum price
is
provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the
Consultant and according to the payment
schedule stated in the SC. Unless otherwise stated in
the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met

and the Consultant has submitted aninvoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interestshall 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.

7.0 SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settledamicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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, theArbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, onthe request of the applying party.

III. **SPECIAL CONDITIONS OF CONTRACT**

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is________________________*[name of Member]*
1.4	The addresses are: Client: **Office of The Registrar of Political Parties** **P.O. Box 1131-00606,** **NAIROBI.** Attention: **Registrar of Political Parties** Telephone: **No. +254-20 – 4022000** Consultant: ____ Attention: ____ Telephone; ____ Telex: ____ Facsimile: ____
1.6	The Authorized Representatives are: For the Client: **Head of Human Resource** For the Consultant:_______________________________________
2.1	The date on which this Contract shall come into effect Is: **Upon signing of the contract and presentation of 1 % of fund amount performance security (only for the 1st year of the contract)**
2.2	The date for the commencement of Services is: **7 days after contract signing or April 2018 whichever is earlier**

2.3 The period shall be : **As agreed by both parties**

3.4 The risks and coverage shall be:

(i) Professional Liability ________________________________

(ii) Loss of or damage to equipment and property __________

6.2(a) The amount in foreign currency or currencies is: **Nil**

6.2(b) The amount in local Currency is: **Whole amount**

6.4 Payments shall be made according to the following schedule:

Note: *(a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on the commencement dateagainst the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of theinception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submissionof the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submissionof the draft final report.

- Twenty (20) percent of the lump-sum amount shall be paid upon approval of thefinal report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

IV. APPENDICES

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.
If no reports are to be submitted, state here "Not applicable."

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: *C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 List of approved Sub consultants (if already available); same information withrespect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) which ever applies to your type of business.

You are advised that it is a serious offence to give false information

Form on thisPart___General:

.

Business Name ……………………………………………………………….

Location of business premises ………………………………………………….

Plot No. ……………………………… Street/Road ………………………..

Postal Address ……………………………… Tel. No. ………….Fax ………..

Email ………..

Nature of business ………………………………………………….

Registration Certificate No. ……………………………………………………………….

Maximum value of business which you can handle at any one time in Kshs. …………..

Name of your bankers …………………………… Branch ……………………

Part 2(a) – Sole Proprietor:

Your name in full ………………………………………… Age ……………..

Nationality …………………………… Country of origin ……………………………

Citizenship details……………………………………………………………….

Party 2(b) – Partnership Give details of partners as follows

Name	Nationality	Citizenship Details	Shares

1. ………………………………………………………………………………………

2. ………………………………………………………………………………………

3. ………………………………………………………………………………………

4. ………………………………………………………………………………………

5. ……………………………………………………………………………………

Part 2(c) – Registered Company:

Private or public ………………………………………………………………………

State the nominal and issued capital of the company – Nominal Kshs..

……………………………………………… Issued

Kshs… …………………………………………Give details of all

directors

as follows:-

Name	**Nationality**	**Citizenship**	**Details**

Shares

1. …………………………………………………………………………………………

2. …………………………………………………………………………………………

3. …………………………………………………………………………………………

4. …………………………………………………………………………………………

5. ………………………………………………………………………………………

Date………………………………………… Signature of Bidder ……………………

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

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 of ………….20……….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