



**MOI TEACHING AND REFERRAL
HOSPITAL
P.O. BOX 3-30100
ELDOR ET.**

**REQUEST FOR PROPOSALS
(RFP)**

NO. MTRH/T/RFP/133/2017 - 2018

FOR

**PROVISION OF FUND MANAGEMENT
SERVICES FOR AMPATH PROGRAM**

MTRH/RFP/133/2017-2018

1st May, 2018

REQUEST FOR PROPOSAL NOTICE

RE: ` PROVISION FUND MANAGEMENT SERVICES FOR AMPATH

- NO. MTRH/RFP/133/2017-2018.

AMPATH wishes to seek for a bidder to manage its endowment funds.

You are hence requested to complete the Request for Proposal forms (RFP) for the provision of Fund management services for AMPATH Program; AMP/RFP/133/2017-2018.

The complete document must be delivered in plain sealed envelope clearly marked **REQUEST FOR PROPOSAL NO.MTRH/RFP/133/2017 – 2018** for the Provision of management services on AMPATH Endowment Fund **on top of the sealed envelope** and send to:-

**The Chief Executive Officer,
Moi Teaching and Referral Hospital
P. O. Box 3 - 30100
ELDORET.**

Be deposited in the Quotation Box located on the Second Floor of the CCCDC Building, next to the RSPO Procurement Offices so as to reach him on or before closing date on ***Tuesday 15th May, 2018 at 10.00 a.m.***

Bidders or their representatives may attend the opening.

**Dr. Wilson K. Aruasa, MBS
The Chief Executive Officer,
Moi Teaching and Referral Hospital**

THE BIDDERS SHALL INCLUDE THE FOLLOWING DETAILS IN THEIR SUBMISSION:-

1. Company profile or profiles (in case of consortium)
2. Past experience in undertaking similar or related assignments for state corporations.
3. A clear demonstration of Fund management expertise.
4. Sufficient Human Resource and specialized staff with demonstrable experience and ability required to undertake the assignment attached evidence to this effect.
5. Company Audited Accounts for the last consecutive Two years (2) - comparative.
6. Validity of RFP: RFP shall remain valid for 120 days from the opening date
7. A list of all Directors and principal Shareholders of the bidding firm.
8. A signed statement that the bidder does not have a conflict of interest in relation to the procurement.

MANDATORY REQUIREMENT

The eligible Bidders /Firms must meet and submit the following minimum criteria supported by relevant documents and must submit certified or notarized copies of the following:-

1. Membership of oversight authority e.g KBA, CMA, RBA,etc
2. Certificate of Business Incorporation/Registration
3. Tax Compliance Certificate
4. A signed statement that the bidder is not debarred from participating in Public Procurement.
5. A declaration that the bidder will not engage in any corrupt or fraudulent practice

SECTION II: - INFORMATION TO BIDDERS (ITC)

2.1 Introduction

AMPATH invitation to submit a proposal for provision of management services on AMPATH ENDOWMENT FUND

2.1.1 The bidders are invited to submit a Technical Proposal and a Financial Proposal for the fund management of sums included in the SOW.

2.1.2 The bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, bidders are encouraged to liase with the AMPATH regarding any information that they may require before submitting a proposal.

2.1.3 AMPATH employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.4 AMPATH shall allow the tenderer to review the tender document before picking.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Bidders 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, facsimile or electronic mail to the AMPATH. AMPATH will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Bidders proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, bidders 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, bidders 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 bidder(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Bidders shall not associate with the other bidders invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the amount managed, duration of the fund, and the benefits accrued (names can be withheld).
- (ii) Variety of options available that than fit our investment needs i.e Flexible access to the funds.
- (iii) The names of the assigned entity staff in charge of the account.

- (iv) 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 (5) years.
- (v) Any additional information that may be relevant to managing the investment.

2.3.5 The Technical Proposal shall be complete but may be separate from financial information.

2.4 Preparation of Financial Proposal

In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents.

2.4.1 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 bidders, the sub-bidders and their personnel.

2.4.2 Bidders shall express the total annual earnings of the fund in Kenya Shillings.

2.4.3 Commissions and charges, if any, paid or to be paid by bidders and related to the fund will be listed in the Proposal submission Form.

2.4.4 The proposal must remain valid for 60 days after the submission date. During this period, the bidder is expected to keep available, at his own cost, the professional staff proposed for the assignment. The AMPATH will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders 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 bidders shall prepare the number of copies requested. 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 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. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposals and Financial proposals shall be opened immediately by the opening committee.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any firm wishes to contact AMPATH 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 AMPATH in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the firm’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 AMPATH shall evaluate the firms’ proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific Fund management experience demonstrated by examples	20
(ii) Flexibility of access/drawings of the funds	10
(iii) Highest rate of interest/ return on investment	20
(iv) Stability of firm based on Total Assets	10
(v) Experience of funds manager	10

Total Points **70**

The Pass mark for all of the above 3 requirements shall be 70%

The pass mark shall be 70%. Those scoring below 70% shall be disqualified from financial evaluation.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, AMPATH shall notify those firms 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. AMPATH shall simultaneously notify the firms 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 firms 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 firms' representatives who choose to attend. The name of the firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. AMPATH shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the firm has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un priced 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 firm in the financial proposal.

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

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 15 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 AMPATH within 30 days of receiving the request.
- 2.8.10 Confirmation of qualifications /due diligence shall be carried out as deemed necessary.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to AMPATH” 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. AMPATH 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 AMPATH to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, AMPATH expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, AMPATH will require assurances that the experts will be actually available. AMPATH 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 AMPATH and the selected firm will initial the agreed Contract. If negotiations fail, AMPATH will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 MUCHS shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

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

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 AMPATH may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 AMPATH 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.
- (e) Shall not be debarred or suspended by the federal government
- (f) The person if a member of a regulated profession has satisfied all the professional requirements
- (g) The person has fulfilled tax obligations
- (h) Is not guilty of any serious violation of fair employment laws and practices.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the firms 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 AMPATH requires that the firms observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 AMPATH will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a firm who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____ [Date] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a
Financial Proposal sealed under a separate envelope-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 Years That Best Illustrate Qualifications

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF BIDDERS 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	

2. Support Staff

Name	Position	

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

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

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 to time;
- (b) “Contract” means the Contract signed by the Parties, to which 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 Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Local Currency” means the Kenya Shilling;
- (g) “Member”, in case the Bidder consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Bidder’s rights and obligations towards the Client under this Contract;
- (h) “Party” means the Client or the Bidder, as the case may be and “Parties” means both of them;

(ii)

- (i) “Personnel” means persons hired by the Bidder or by any Sub bidder as employees and assigned to the performance of the Services or any part thereof;
- (j) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (k) “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A; and
- (l) “Sub bidder” means any entity to which the Bidder 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 Bidder may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Bidder, Sub bidder[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 Bidder 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 out the 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 Bidder 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 Bidder, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Bidder 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 Bidder becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Bidder, in the judgment 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 any thing 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 bidders (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 Bidder

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

- (a) if the Client fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Bidder that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Bidder 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 Bidder:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to 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. OBLIGATIONS OF THE BIDDER

3.1 General The Bidder 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 Bidder 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 bidders or third parties.

1.2 Conflict of Interests

3.2.1 Bidder Not to Benefit from Commissions, Discounts, Etc. (i) The remuneration of the Bidder pursuant to Clause 6 shall constitute the Bidder’s sole remuneration in connection with this Contract or the Services and the Bidder 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 Bidder shall use his best efforts to ensure that his personnel, any sub bidder[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 Bidder shall not engage and shall cause his personnel as well as his sub bidder[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 Bidder as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Bidder 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 Bidder in the exercise of such procurement shall be for the account of the Client.

3.2.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and his affiliates, as well as any Sub bidder and any of his affiliates, 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.

3.2.3 Prohibition of Conflicting Activities

Neither the Bidder nor his sub bidder[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (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 be specified in the SC.

3.3 Confidentiality

The Bidder, his sub bidder[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.

3.4 Insurance to be Taken Out by the Bidder

The Bidder (a) shall take out and maintain and shall cause any sub bidder[s] to take out and maintain, at his (or the sub bidders', as the case may be) own cost but on 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 Bidder's Actions Requiring Client's Prior Approval

The Bidder 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 the Services,
- (b) appointing such members of the personnel not listed by name and sub bidders.

3.6 Reporting Obligations

The Bidders shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the University and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the University together with a detailed inventory thereof. The Bidder 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. BIDDER'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel and Sub bidders listed by title as well as by name are hereby approved by the University.

4.2 Removal and/or Replacement Of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement 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 Bidder 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 Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF AMPATH

5.1 Assistance and Exemptions

AMPATH shall use his best efforts to ensure that he provides the Bidder 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 Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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 University shall make available to the Bidder the Services and Facilities required.

5. PAYMENTS TO THE BIDDER

- 6.1 Lump-Sum Remuneration** The Bidder's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-bidders' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Bidder in carrying out the Services described. 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 Bidder 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 Bidder 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 Bidder has submitted an invoice 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 interest shall be paid to the Bidder for each day of delay at a rate three percentage points above the

prevailing Central Bank of Kenya's average rate for base lending .

6. 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 settled amicably 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, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

Appendix to Information to firms

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

Clause Reference

2.1 The name of client is AMPATH

2.1.1 The method of selection is Quality and Cost Based

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

Put in separate envelopes and label appropriately; the name, objectives, and description of the assignment are; Management of AMPATH Endowment Funds.

2.5.2 Firms must submit an original and one additional copies of each proposal.

2.5.3 The proposal submission address is:

**The Chief Executive Officer,
Moi Teaching and Referral Hospital
P. O. Box 3 - 30100
ELDORET.**

Information on the outer envelope should also include **Tender Number 'B' and Description.**

2.5.4 Proposals must be submitted not later than the following date and time: **Tuesday 15th May, 2018 at 10.00 a.m.**

2.6.1 The address to send information to AMPATH is See 2.5.3 above

2.8.5 The weights given to the Technical and Financial Proposals are:

(i) Tp = 90%

Fp = 10%

(ii) For the combined score, see the formula under clause 2.8.5

EVALUATION CRITERIA

1. Note: Presentation of the entire tender document in a logical manner indicating table of content and page numbers. Furthermore please note that the following MUST be declared a sworn statement/ declaration that:

- a) The firm has not been debarred from participating in any public procurement by PPRA.
- b) No person related to the firm has any spouse or children working at AMPATH.
- c) The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters.
- d) The firm has not been declared bankrupt/ insolvent/ under receivership.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers		
2.1	<p>EVALUATION CRITERIA The proposals will be evaluated in three stages as follows:</p> <p><u>A) Stage One Mandatory Requirements:</u></p> <ol style="list-style-type: none"> 1. Submit Certification by oversight authority e.g Capital Market Authority (CMA), KBA, , RBA,etc 2. Submit a copy of signed financial statements for the last 2 years. 3. Attach CV's of fund managers. 4. Must submit copies of the following documents: <ul style="list-style-type: none"> (b) Certificate of Registration or Incorporation. (c) Valid Tax Compliance Certificate. (d) PIN,VAT certificates or taxpayer registration certificate. 4. Dully Filled Confidential Business Questionnaire. 5. Presentation of the entire tender document in a logical manner indicating table of content and page numbers. Furthermore please note that the following MUST be declared a sworn statement/ declaration that: <ul style="list-style-type: none"> a) The firm has not been debarred from participating in any public procurement by PPRA. b) No person related to the firm has any spouse or children working at AMPATH. c) The firm has not been engaged in any unethical, corrupt, collusive or 		

	<p>fraudulent activities in public procurement matters.</p> <p>d) The firm has not been declared bankrupt/insolvent/under receivership.</p>		
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N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE

TECHNICAL EVALUATION CRITERIA		POINTS
<u>B) STAGE TWO: TECHNICAL EVALUATION (TOTAL POINTS = 70)</u>		
1. Specific Fund management experience demonstrated by examples		20
i. 5 or more similar tasks	20	
ii. 4 similar tasks	15	
iii. 3 similar tasks	10	
iv. 2 similar tasks	5	
v. 1 similar task	2	
2. Flexibility of access/drawings of the funds	10	10
3. Assigned fund manager's relevant professional experience ,seniority and qualifications: Provide C.Vs		10
i. above with 5 years and above experience	10	
ii. Between 4-3 years' experience.	8	
iii. Below3 years' experience.	6	
iv. 2 years' and above experience	4	
v. 1 years' experience	2	
4. Highest rate of interest/ return on investment	20	20
5. Stability of firm based on Total Assets	10	10
TOTAL POINTS		70
PASS MARK		70%

2.14.1	Tender security of Ksh. 50,000
2.18.1	Tenders must be submitted on or before the closing date, not later than 15th May, 2018 at 10.00 a.m.
2.30.1	Performance security not required

**SECTION IV - TERMS OF REFERENCE/
TECHNICAL SPECIFICATION**

REQUEST FOR PROPOSAL NO: MTRH/RFP/133/2017-2018

FOR

**PROVISION OF FUND MANAGEMENT SERVICES FOR AMPATH
PROGRAM**

TERMS OF REFERENCE FOR FUND MANAGEMENT SERVICES FOR AMPATH PROGRAM

– NO: MRTH/REP/133/2017 – 2018

STATEMENT OF WORK FUND MANAGEMENT SERVICES FOR AMPATH PROGRAM

I. TITLE

MANAGEMENT SERVICES OF AMPATH ENDOWMENT FUND

II. BACKGROUND

AMPATH is an alliance of Moi Teaching and Referral Hospital (MTRH), Moi University College of Health Sciences (MUCHS), and a consortium of North American academic health centers led by Indiana University. In collaboration with Kenya's Ministry of Health, AMPATH delivers health care services to a population of about 4 million people in western Kenya region. AMPATH aims to address short and long-term global health challenges by building a quality health care system in the public sector that hosts both research and training activities.

AMPATH's research and training program is dedicated to improving the health of the Kenyan people through science. AMPATH's research has sought to answer persistent public health questions, improve quality of care, and inform health policy. AMPATH supports collaborative research involving investigators from more than 15 institutions in Africa, Europe, and North America, including active research partnerships with Indiana University, Brown University, Duke University, University of Massachusetts, University of Notre Dame, Purdue University, University of Toronto, and UCSF.

The AMPATH Research Program has focused on a number of strategic priorities, one of which is addressing the shifting burden of disease and disability. While AMPATH's initial research focused primarily on HIV/AIDS research, AMPATH is now expanding both its research and care focus to include the prevention and control of non-communicable diseases including mental illnesses, cancer, cardiovascular diseases, hypertension, and diabetes mellitus—all of which are increasingly prevalent and causing mounting disability in sub-Saharan Africa. Other strategic priorities include bridging the training gap in implementation research, developing human capital to meet global health challenge, fostering a sustainable research environment, and building strategic alliances and partnerships in global health research and training.

The AMPATH Board through AMPATH Finance Manual (section 14) is required to assign a designated amount of income as reserve funds, which will be used to meet the Program's legal commitments, any cash shortages owing to delayed disbursements, meet

costs disallowed by donors and could also be used as initial project costs where the projects are on cost reimbursement terms.

III. OBJECTIVES

The objective of this engagement is to AMPATH Reserve funds, aimed at providing alternative financial support to programs or activities that are not directly funded by the research/ care funds from donors or meeting any unexpected costs that may arise.

A. Management of the Endowment Fund

AMPATH wishes to have its **Ksh. 20,000,000.00** reserve fund managed by an established firm already with experience in such a venture. The Capital amount should be invested in a fund that does not lock it up from access and should plough back the monthly/periodic proceeds to the investment.

- The firm should in their proposal demonstrate the various available options of investments and the expected rates of return on each option.
- The firm should also indicate the risk profiles associated with those options.
- The firm should demonstrate the flexibility to access the monthly/ periodic proceeds.
- The firm should disclose the Funds Custodians, Re-Insurers, Trustees and Auditors.
- The firm in its proposal should clearly indicate the requirements for disengaging incase AMPATH wants to terminate the service.
- The financial proposal should include a demonstration of the earnings on the initial investment above.
- Any further suggestions on the management and growth of the AMPATH Endowment fund will be incorporated in the Management decision.

SECTION V - STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

----- (Date)

TO:-----

.....

.....

(Name and address of Client)

Ladies / Gentlemen:

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

We remain,

Yours sincerely,

----- (authorized Signature)

..... (Name and Title of Signatory):

..... (Name of Firm)

..... (Address)

2. **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business,.....</p> <p>Registration Certificate No.VAT Reg. No</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers BranchBank Account</p>																																							
<p>Part 2 (a) – Sole Proprietor</p>																																							
<p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>No. of employees ID/Passport No.</p> <p style="text-align: center;">• Citizenship details</p>																																							
<p>Part 2 (b) Partnership</p>																																							
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> </tr> </thead> <tbody> <tr> <td></td> <td>ID/Passport No.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>No. of employees</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares%		ID/Passport No.				1.	2.	3.	4.		No. of employees		
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2.																																			
3.																																			
4.																																			
	No. of employees																																					
<p>Part 2 (c) – Registered Company</p>																																							
<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows;</p>																																							

Name	Nationality	Citizenship Details	Shares%
ID/Passport No.			
1.....			
2.....			
3.....			
4.....			
No. of employees			
Date		Signature of Candidate	
.....			

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

4. TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer

.....
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....
.....

3. Telephone numbers of tenderer

.....
.....

4. Official Email Address

.....
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....
.....
.....

Signature and stamp/seal of tenderer

THE BIDDERS SHALL INCLUDE THE FOLLOWING DETAILS IN THEIR SUBMISSION:-

S/No	DESCRIPTION	BIDDERS CHECK LIST	OFFICIAL OBSERVATION
1	Company profile or profiles (in case of consortium)		
2	Past experience in undertaking similar or related assignments preferably in state corporations.		
3	A clear understanding of Fund Management.		
4	Sufficient Human Resource and specialized staff with demonstrable experience and ability required to undertake the assignment (attached evidence to this effect).		
5	Company Audited Accounts for the last consecutive two years (2) , Comparative		
6	Validity of RFP: RFP shall remain valid for 120 days from the opening date		
7	A list of all Directors and principal Shareholders of the bidding firm.		
8	A signed statement that the bidder does not have a conflict of interest in relation to the procurement.		
	RECOMMENDATION PASS/FAIL		

MANDATORY REQUIREMENT

The eligible Bidders /Firms must meet and submit the following minimum criteria supported by relevant documents.

EVALUATION CRITERIA

S/No	DESCRIPTION	BIDDERS CHECK LIST	OFFICIAL OBSERVATION
1	Be certified by an oversight authority e.g Capital Markets (CMA), KBA, RBA, etc Authority.		
2	Certificate of Business Incorporation/Registration		
3	Tax Compliance Certificate		
4	Valid Business Permit		
5	A signed statement that the bidder is not debarred from participating in Public Procurement.		
6	A declaration that the bidder will not engage in any corrupt or fraudulent practice		
	RECOMMENDATION PASS/FAIL		

TECHNICAL EVALUATION CRITERIA		POINTS
<u>B) STAGE TWO: TECHNICAL EVALUATION (TOTAL POINTS = 70)</u>		
6. Specific Fund management experience demonstrated by examples		20
vi. 5 or more similar tasks	20	
vii. 4 similar tasks	15	
viii. 3 similar tasks	10	
ix. 2 similar tasks	5	
x. 1 similar task	2	
7. Flexibility of access/drawings of the funds	10	10
8. Assigned fund manager's relevant professional experience ,seniority and qualifications: Provide C.Vs		10
vi. above with 5 years and above experience	10	
vii. Between 4-3 years' experience.	8	
viii. Below3 years' experience.	6	
ix. 2 years' and above experience	4	
x. 1 years' experience	2	
9. Highest rate of interest/ return on investment	20	20
10. Stability of firm based on Total Assets	10	10
TOTAL POINTS		70
PASS MARK		70%