

COMMODITIES FUND



TENDER DOCUMENT

FOR

REQUEST FOR PROPOSAL FOR PROVISION OF ASSET VALUATION SERVICES

TENDER NO. COMFUND/T/03/2020/21

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Issued by the Commodities Fund

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INTRODUCTION

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

SECTION I -INVITATION FOR TENDER

TENDER NO. COMFUND/T/03/2020/21

TENDER NAME: PROVISION OF ASSET VALUATION SERVICES

- 1.1 Commodities Fund invites sealed Tenders from eligible candidates for provision of asset valuation services.
- 1.2 Prices quoted should be inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **(120) days** from the closing date of the tender.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the quotation name and be deposited in the **Tender Box** at reception of Commodities Fund situated on 2nd Floor of Railways Headquarters Building along Workshop Road, off Haile Selassie Avenue P.O. Box 52714- 00200 Nairobi so as to be received on or before **18th November, 2020 at 11.00 a.m.**
- 1.4 Tenders will be opened immediately thereafter in the presence of the bidder's representatives who choose to attend at **11.00 a.m.** local time, on **18th November, 2020** in the Commodities Fund' Boardroom.

Managing Trustee

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The Commodities Fund will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particulars attention to the following:

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for **120 days** after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.
- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before **18th November, 2020**”
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the

submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	specific experience of the individual consultant	

	related to the assignment	30
(iii)	adequacy of methodology and work plan in response to the Terms of reference	<u>40</u>
	Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 **Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them un opened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

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

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

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

TERMS OF REFERENCE

BACKGROUND

The Commodities Fund was established under the Crops Act 2013 (amended May 2016), Article 9 (1). The mandate of the Fund is to provide sustainable and affordable credit and advances to farmers for farm improvement, farm inputs, farming operations, price stabilization and any other lawful purpose approved by the Board of Trustees.

The Fund is the successor of previous agricultural sector Funds: Coffee Development Fund and Sugar Development Fund that ceased to be following the enactment of Crops Act 2013. The Fund was operationalized on 1st August 2014. The Fund is one of the SAGAs within the Ministry of Agriculture, Livestock, Fisheries and Co-operatives and is expected to contribute enormously towards the achievement of the Ministry strategic objectives relating to crop development through provision of affordable credit to farmers. These credit facilities are secured with assets which include land, machinery and buildings.

Objectives of the Valuation exercise

Commodities Fund would like to carryout asset valuations for lending purposes and thereafter develop a comprehensive asset register and determine the current values of each asset therein.

Terms of reference and scope of services

The terms of reference and scope of services shall include but not be limited to the following;

The Asset valuation and verification shall be conducted in the following categories:

- i. Land
- ii. Property & Buildings
- iii. Plant and machinery
- viii. Furniture & fittings

Physical non-current assets comprise a significant proportion of collateral offered for the credit facilities. Commodities Fund would like to establish the current values for the below listed assets:

	LR NO.	SIZE	Location
1	LOC. 4/Gatitu/342	0.68 HA	Gatitu Area of Murang'a County
2	Aguthi/Muruguru/1473	0.65 HA	Muruguru Area of Nyeri County
3	LOC. 12/Sub-Loc 4/1486	0.81 HA	Murang'a County
4	Loc. 9/Kanyenyaini/826, Loc. 12/Sub. Loc. 5/2282 & Loc. 12/Sub-Loc. 3/183	1.66 HA, 1.78 HA	Kiairathe, Kanorero & Nyahahora areas of Murang'a Counties
5	Thegenge/Kianjogu/1310	0.779 HA	Kagwathi area, Nyeri county
6	Ruguru/Chieni/212	1.22 Ha	Chieni, Mathira, Nyeri County
7	Githi/Kirerema/1176	2.20 HA	Mukurweini, Nyeri County
8	Githi/Kirerema/1010	1.30 HA	Mukurweini, Nyeri County
9	Aguthi/Mung'aria/1214	1.093 Ha	Aguthi, Nyeri County
10	Muhito/Thiha/666	1.659 HA	Mukurweini, Nyeri County
11	Land Registration Number 209/7837	0.2095 HA	City of Nairobi, Nairobi Area
12	Aguthi/Gatitu/4105	0.10 HA	Gatitu, Nyeri county
13	ABOGETA/L-CHURE/1164	0.762 HA	Gaatia area off chuka-nkubu

			road -meru county
14	NKUENE/NKUMARI/2018, 2019 & 1690	NKUENE/NKUMARI/2018 - 0.450 HA, NKUENE/NKUMARI/2019-0.587 HA & NKUENE/NKUMARI/1690-0.405 HA	Kamachage village, nkubu area
15	NYAMBENE/KIRINDINE "A"/2238	0.33 HA	Kimrnju area near ngotu shopping centre approximately 45 km from meru town & 22 km from mikinduri area
16	NTIMA/IGOKI/3585	0.101 HA	Makutano area within meru town approach from meru-nanyuki tarmac road
17	MATHAMBI/U-KARIMBA/1264	1.00 HA	Mikuu area area, approx 200 m from mikuu pry sch, 3 km from mitheru shopping center and 6 km from chuka town
18	MWIMBI/CHOGORIA/4623	0.340 HA	Mbogori area aprox 8.5 km from chogoria town
19	IGOJI/KIANGUA/2114	0.4 HA	Nkumbu area igoji 100

			metres off meru road behind mtonga concrete crushing site
20	Kabare/Njiku/683.	0.405 Ha	Off Mutus - Kimunye Road, Gatugura Area, Gichugu, Kirinyaga County
21	Donyo Sabuk/ Komarock Block 1/12498	0.378 Ha	Machakos County Approximately 0.5kms Off Kangundo Road And 2.5kms From Joska Shopping Centre.
22	Ngandori/Kiriari/3344, Ngandori/Kiriari/4868, Ngandori/Kiriari/2400, Ngandori/Kiriari/2239, Ngandori/Kiriari/2785, Ngandori/Kiriari/4965, Ngandori/Kiriari/3022, Ngandori/Kiriari/3249, Ngandori/Kiriari/3530	0.06 Ha, 0.41 Ha, 0.40 Ha, 0.22 Ha, 0.05 Ha, 0.10 Ha, 0.05 Ha, 0.63 Ha, 0.32 Ha	Manyatta ,Embu County
23	Embu/Municipality/530	0.2452 Ha	The property is situated within Embu Town, Embu county. Approach from Embu-

			<p>Nairobi tarmav through the tar surfaced road branching southwards opposite Kobil Petrol station & Embu Stadium for about 100 metres to the subject property. The property is opposite Chrisam Hotel & Embu slopes hotel</p>
24	Nyandori/Kirigi/1673 (Gakui Factory)	1.62 Ha	<p>The property is situated about 2 km off Embu to Meru road and 3.5 km from Manyatta market. Manyatta trading Centre is about 14 km from Embu Municipal Centre the property can easily be identified as Gakui Coffee property</p>

25	Ngandori/Kirigi/7822	0.93Ha	The property is situated within Gakwegori area of Embu Municipality, Embu County. It is about 800 metres from Embu - Meru Highway branching off via the road to Gakwegori Funeral Home at then taking the immediate right turn before turning towards the property next to Leaders Resort Park
26	Ngariama/Kabare/245	5.60 Acres	The property is situated within Karia area, approxiamtely 100 metres off Kianyaga-Kamwana road. The property can easily be identified as Kiunyu Coffee factory
27	Ngariama/Rungeto/1869	1.60 Ha	Property is situated on

			unmarked rural access road about 1.5 km to the south east of Gathunguri ACK Church in Gathunguru village Rungeto Location Kirinyaga County
28	Gichugu/Settlement/Scheme/1506	1.41 Ha	Kamunyange Sub-Location, Mwea District, Kirinyaga County
29	Songhor/Songhor 5/124/(Kibukwo) Block	1.8576Ha	The Property is situated in Setek Village about 2.5km to the east of Kibukwo Market in Tindiret District of Nandi County. This is about 12km to the east of Kimwani off Nandi Hills-Awasi road

30	Cherangany/Kachibora Block 1/Kipkeikei/260	2.024Ha	The Property is situated in Kipkeikei just before the shopping center about 20km ton the East along Kitale-Cherangany Road in Cherangany Division.
31	Songhor/Songhor Block 5(Kibukwo/411	1.4973Ha	The Property is situated about 0.5km to the West of Kibukwo Market in Tindiret District of Nandi County.This is about 12km to the East of Kimwani off Nandi - Hills Awasi Road.
32	Nandi/Songhor/Songhor Block 2/23 (Kibingei)	1.67Ha	The Property is situated in Sokosik Village to the left along Kibukwo to Kimwani road near in Sokosik Primary School.The property is about 5km to the West of Kibukwo Market in Tindiret Division.This is about 20km to the South of Nandi Hills town.
33	Kiminini/Kinyoro Block 4/Rafiki/50	4.047 Ha	The property is situated Within Rafiki Village,Kinyoro area,Transzoia County.Approach to the property from Kitale town is through Kitale-Endebess by pass road for approximately 5.7km before branching

			South east towards Rafiki Primary School for about 200 meters to the subject property.
34	Sergoit/Koiwoptaoi Block 13/4	18.62Ha	The property is situated along iten road to the left just after Chepkanga Market about 12.0km to the North East of Eldoret town.The property borders Livingstone High school and Sitotwo Primary School in Kelji sub-location of Sergoit location.
35	Transzoia/Cherangani/1018	17.0 Ha	This property is situated in Ziwani Village to the right along Makutano-Bonde road in Makutano Location off Kitale-Cherangany road.The property is about 1.0km to the East of Makutano Market in Cherangany division.This is about 25km to the South East of Kitale town.
36	Saboti/Sikhendu Block 1/Mucharage/104	4.86 Ha	The property is situated within Mucharage village,Sikhendu sub-location,Sikhendu location,Saboti Constituency,Transzoia County.Approach to the property from Kitale-Webuye road at Mucharage shopping

			centre is through a murrum road branching North west wards for about 110 metres turning westwards for about 640 metres to the subject proprty.The property is near Mucharage Highlight Academy.
37	Kaisagat/Chepkoilel Block 5/Kiriita/225	1.6 Ha	The property is situated in Kiriita farm to the immediate right of Maridadi Market off Kitale Senta Kwanza road.This is approximately 8 km to the North West of Kitale Town.
38	Kimilili/Kibingei/1217	4.31 Ha	The property is situated in Bungoma County at of the larger Kimilili District approximately 4 km off Chwele road past Moi Girls High School-Kamusinga.
39	Kaisagat/Chepkoilel Block 5/Kiriita/223	1.60 Ha	The property is situated approximately 400 metres off Kitale - Kwanza road within Kiriita farm and about 15 km from Kitale town.
40	Songhor/Songhor Block 5/123	1.288 Ha	The property is situated to the immediate West of Kapkiyai Farmers Cooperative Society offices in Setek village about 2.5 km to the

			West of Kibukwo Market in Tindiret sub-county of Nandi County. This is about 12 km to the East of Kimwani off Nandi Hills to Awasi road.
41	Kaisagat/Chepkoilel Block 5 (Kiriita)/130	1.6 Ha	This property is situated within Trans Nzoia County at Kwanza Division, Maili Sita area. It is located at approximately 11 kms off Kitale-Endebess tarmac road and a few metres off Kitale Centre Kwanza murram road
42	Cherangany/Kachibora Block 1/Osorongai/130	8.094 Ha	Cherangani
43	Uasin Gichu/Ngenyilel/478	10.3 Ha	The property is situated approximately 3 km off Turbo-Bungoma road within Murgusi area of Uasin Gishu County and approximately 350 metres to the East of Kapkoros shopping centre.
44	Cherangany/Kachibora Block 1/Osorongai/130	5.665 Ha	The property is situated in Transzoia County at off the Transzoia East District approximately 4 km off Cherangany road.
45	Songhor/Songhor Block 5/41(Kibukwo)	2.071 Ha	The property is situated about 0.5km to the West of Kibukwo Market in Tindiret

			District of Nandi County.
46	West Kitutu/ Mwakibagendi/3121	0.4Ha or 0.988 acre	The property is situated about (1) kilometre off Nyakoe- Marani murrum road to the Northwest of kiareni School in Onywere Sublocation, Kitutu Chache North district, Kisii county.
47	Kagan / Manyuanda / 515	0.35 Ha or 0.86 acres	The property is situated about 12.5 kilometres to the East of Olare in Kopudo village, West Kagan location of Rangwe Sub-county. The plot is off Ndiru - rangwe murrum road immediately to the east on Nyandiema Secondary school.
48	Central Kitutu/ Daraja Mbili/ 2582	0.09 Ha/ 0.22239acres	The property is situated in Botori Residential Area of Kisii Town, Kisii County. Approach to the property from Kisii Town is westwards past Gusii Stadium through the tar surfaced road to Gitembe primary School for about 2 kilometres before branching northwards onto an earth surfaced road for about 500 metres to the subject

			property. The property is in the immediate vicinity of Cameroon Flats.
49	Kisumu/Fort Ternan/1238	9.99 Ha or 24.4629 acres	The property is situated about 3.0 kilometres to the North of Kandiege Market of Muhoroni Location in Kisumu County. The property is accessed via a murrum road off Muhoroni-Kipkelion road. This is in Kisumu County
50	Kericho / Kipchorian / Lelu Block 7 (Chepkechei) 382	3.399 Ha or 8.40 acres	The property is located in Kapngetuny village about 2.0 kilometres to the West of Chepkechei Centre of Kipteris Location in Kericho County. The property is accessed via a murrum road about 10 kilometers to the North of Fort ternan centre which is off Muhoroni - Kipkelion Road.
51	Nyankono Settlement Scheme/101	1.75 Ha	Nyankono Farm in Igonke Location of Borabu Division, Nyamira County. Property is 2km off to the right of the Tar surfaced roret - nyamira road at Igonke

52	Kericho/Chilchila/Kunyak Block 4 (Chesigot)/ 147	1.60 Ha (3.9536 acres)	The property is situated in Chesigot village of Kipkelion West District in Kericho County. It is located 800 metres from Chesigot Primary School and approximately 8 kilometers north East of Koru trading centre. The location of the plot conforms to the attached copies of the Registry Index Map sheet 84 & 57 of Kunyak Block 4 (Chesigot) Registration Section and the Location sketch.
53	Kericho / Chilchila / Kokwet Block 2 (Magire- Makyolok) / 499	0.952 Ha or 2.35 acres	The property is situated about 12.5 kilometres to the East of Fort Ternan off Muhoroni - Kipkelion tar surfaced road, in the area generally called Toroton farm.
54	Kericho / Chilchila / Fort Ternan Block 1 (Siwot) 67	11.24 Ha or 27.77 acres	The location is situated in Siwot village about 2.0 kilometres to the west of Fort Ternan Market of chilchila location in Kericho county. The property is set along Fort Ternan - Kipkelion Road. This is in Kericho County.

55	<p>1. Kericho/ Chilchila / Kokwet Makyolok Block 3 / 216, and</p> <p>2. Kericho / Chilchila / Kokwet Makyolok Block 3 / 1164,</p> <p>3. Kericho / Chilchila / Kokwet Makyolok Block 3 / 1498.</p>	<p>1. Kericho /Chilchila / Kokwet Makyolok Blocl 3 / 216 measures 0.64 heactres or 1.58 acres approximately.</p> <p>2. Kericho / Chilchila / Kokwet Makyolok Block 3 / 1164 measures 0.166 heactres or 0.41 acres approximately.</p> <p>3. Kericho / Chilchila / Kokwet Makyolok Block 3 1498 measures 0.6 heactres or 1.48 acres approximately.</p>	<p>The property are situated in Kokwet village. Plot 216 is situated about 3.0 kilometres to the East of Kokwet market just before Tulwamoi Primary School. (Kericho /Chilchila / Kokwet Makyolok Blocl 3 / 216)</p> <p>The other two plots are situated to the immediate North of Kokwet Market and opposite Kokwet Secondary school. The property is accessed via a murram road about 10 kilometers to North of Fort ternan centre which is off Muhoroni - Kipkelion road. (Kericho / Chilchila / Kokwet Makyolok Block 3 / 1164 & Kericho / Chilchila / Kokwet Makyolok Block 3 1498)</p>
56	SACHO/KIBEI/496	2.40Ha	situated at Kitumbe village, Baringo county. It's 3km from Kabarnet town then branch off the Kabarnet - Marigat road for 3kms before branching at Asoyo junction along Kabarnet

			Tengesia rd. it's 23.5kms off the road and 1.5kms westwards to the farm, near Sigowo Primary School..
57	SACHO/KIBEI/494	2.16Ha	kitumbe village, kibe sublocation in Baringo county. It's 3km from Kabarnet town then branch off the Kabarnet - Marigat road for 3kms before branching at Asoyo junction along Kabarnet Tengesia rd. it's 23.5kms off the road and 1.5kms westwards to the farm, near Sigowo Primary School.
58	SACHO/KABASIS/110	1.3Ha	the property is off Sacho trading centre along Eldama Ravine - Kabarnet Road in Bakwanin rea. Its approximately 1.5kms from Bakwanin Primary school and 18kms from Kabarnet town, Baringo county.
59	POKOR/KEBEN/TENGES/60	5.0 Ha	the property is in Tabarin village next to Tenges town in Baringo county. It's approximately 2kms east of Tenges town as you branch off to the left at Tenges Hospital.

60	209/136/250; IR NUMBER 91588	0.0465 Ha	The property is situated along kirinyaga road opposite Trans national Bank and borders Balaji Commercial building housing Eron hotel about 100 meters from Nairobi City Central Business District. In the immediate neighbourhood is Shell Petrol Station
61	Komothai/Kiambururu/718	0.81 Ha	This property is situated close to Kiambururu Centre about 6 Km off Kwa Maiko to Githunguri and 39 Km from Nairobi City
62	Kiganjo/Kiamwangi/1496	1.26 Ha	The property is situated within Gatitu sublocation, Kiganjo location, Gatundu south sub county, Kiambu County
63	Nairobi/Block 62/453	0.0267 Ha	The property is situated in Ayany Estate along Kibera Drive-Nairobi. Approach to the property is through the tar surfaced road branching opposite the Door Church to the Estate
64	13330/573 (IR 114665)	0.1699 Ha	This property is situated off Thika Super Highway and along Garden Estate Road in Garden Estate Residential area,

			Nairobi . Approach from Thika Super Highway is through Garden Estate road for about 500 Metres, to the neighbourhood of Roasters Restaurant and Methodist Church of Kenya.
65	Githubguri/ Riuki/780	0.35 Ha	The property is situated within Kwa Gichumbu area of Lioki along an unnamed road approximately 15 metres off Kiambu to Kwa Maiko road.
66	Dagoretti/ Uthiru/ 770 , Kiambu County	0.112 Acres	The property is situated within Ndumbuini area in Kabete division, Kikuyu cosmopolitan district, Kiambu county
67	Machakos/Mua Hills/840 and Machakos/Mua Hills/717	4.05 ha & 0.85Ha	Kyaani area, Machakos County
68	Kiambaa/Kihara/1205	2 Acres	Kiambaa location
69	Kajiado/ Kaputei North/ 17226 (ORIG. 3006)	0.045 Ha	situated Off EPZ Tarmac Road- Kapiti Plains Estate- Kitengela Township Area- Kajiado County

The consultant shall carry out a comprehensive and complete physical verification and valuation of all the assets listed and reconciliation with the existing asset register. The service provider shall provide a valuation and verification report that must be detailed and comprehensive. Three (3) well bound printed hardcopies of the report shall be presented in addition to the Soft Copies of the same presented in clearly labeled CDs in both editable (Ms Excel) and non-editable (PDF) format.

The valuation report (both hardcopy and soft copy) should include report must provide the following, in addition to any information that would be relevant to enable us make an accurate assessment on whether the property is good to be used as security.

The valuation services to be documented in the report MUST clearly show:

- i. Asset Location
- ii. Asset Status
- iii. The open Market value of the property: with a breakdown showing the value of land and the value of the improvements
- iv. The Forced sale value of the property.
- v. The insurance value of the property.
- vi. The basis of valuation and clear explanation on the approach/method used in arriving each value.
- vii. Any obsolete assets captured, and assign a valuation for them separately.

The valuation report should provide the following:

- i. An extra copy of the Survey Map, GPS Coordinates (in Degree Minutes Second layout), Google Map (showing the nearest landmark) and an additional sketch map.
- ii. The official search and information on encumbrance, caveats, cautions, inhibition, easement, wayleaves etc.
- iii. Description of the asset including photographs of the property.
- iv. The ease of selling the property under “Forced sale” conditions.
- v. Details on the status of payment of land rates and rent (where applicable).
- vi. The report must be Sealed and Signed by at least one Director of the firm.
- vii. All the limiting conditions should be clearly displayed.
- viii. Any other relevant remarks for the asset.

In the valuation report, you MUST confirm whether/that:

- a. The details contained therein are statements of facts, which are true and correct.
- b. The property inspected on the ground corresponds with the survey map.
- c. Whether the property is good for use as a Fund’s security.
- d. That you have no interest in the transaction or the property
- e. That fees charged are not contingent upon rendering a specific value.
- f. Whether the development on the property have an adverse social or environmental effect.
- g. That due diligence on the title has been carried.
- h. That the property has never been or is not part of a riparian land, public utility or a road reserve.
- i. Whether the property is mentioned in the “Report of the Commission of Inquiry into the illegal/irregular Allocation of public Land”, the “Ndungu Report” or is contested in court

Evaluation Criteria

A. Preliminary Evaluation

The tenderer shall provide the following mandatory requirements which shall be used for the preliminary evaluation. Please note that failure to submit the mandatory requirement will lead to disqualification from the tender process

- i. Copy of certificate of Registration /Incorporation
- ii. A copy of current /valid Tax Compliance Certificate
- iii. Provide a tender security of Ksh. 50,000 in form of bank guarantee from a bank registered in Kenya and recognized by Central Bank of Kenya or a guarantee from an insurance company registered with the insurance Regulatory Authority and approved by Public Procurement Regulatory Authority. The Tender validity period shall be 150 days from the date of tender opening.
- iv. Submit copy of CR-12 FROM Registrar of Companies
- v. Certificate of Registration by Institute of Surveyors of Kenya (ISK) for the proposed individual who will carry out the assignment. The Team leader and one technical personnel
- vi. Certificate of Registration by Valuers Registration Board accompanied by a valid practicing license for the proposed individual who will carry out the assignment. Team leader and one technical personnel
- vii. Professional indemnity cover of Ksh. 50 Million
- viii. Duly filled Confidential Business Questionnaire

B. Technical Evaluation

Previous experience

Provide specific experience in of carrying out asset valuation of assets. At least 5 projects with supporting documents such as Copies of contracts or Purchase orders and reference letter.

Each reference letter with positive reference letter /recommendation 2 marks x 5

Each copy of contract/ Purchase order 2 marks x 5

Key personnel

Attach copies of certificates and CVs for

Team leader with 10 years' experience in carrying out asset valuation

10 year experience	5 marks
0-9 years	0 marks
Degree in property valuation or equivalent	5 marks

Not relevant Degree 0 marks

Technical personnel

One technical staff with 5 years' experience in carrying out asset valuation
5 years' experience 5 marks
0-4 years 0 marks
Degree in property valuation or equivalent 5 marks
Not relevant Degree 0 marks

Methodology for carrying out assignment

The bidder will be required to provide methodology for carrying out the assignment
Including comments or suggestions to improve on the terms of reference 20 marks

Work plan for carrying out the assignment

Activities to undertaken that meet requirements of the Terms of Reference 5 Marks

Timelines for undertaking the activities including total time 5 marks

Financial capacity

Attach financial statements for the last 3 years 2019/2018/2017

Average current ratio of 2:1 per annum 5 marks

Average turnover of at least Ksh. 10 Million per annum 5 marks

Total 80 Points

Note

The pass mark to be considered technically responsive from the above criteria is 64 points out of the maximum of 80 points

Only tenderers who score 64 points and above i.e 80% will have their financial proposals considered and the firm that score the highest marks will be awarded the contract

SECTION IV - TECHNICAL PROPOSAL (TP)

The technical proposal shall be prepared and submitted by the consultants
It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) One proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

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

(to be prepared by the consultant as appropriate)

No	Description	Qty	Unit price	Total price inclusive of taxes where applicable
1	Professional fees for asset valuation services			
2	Total disbursements			

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(Lump-sum payment)

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

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (lump-sum payments)

This Agreement, [hereinafter called “the Contract”] is entered into this _____
_____ [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose
registered office is situated at] _____ [insert
Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Consultant’s name] of
[or whose registered office is situated at] _____
_____ [insert Consultants address] (hereinafter called “the Consultant”) of
the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

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

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment** A. **Ceiling**
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

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

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. **Payment Conditions**
Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central

Bank of Kenya's average rate for base lending.

4. **Project Administration**

 - A. **Coordinator**
The Client designates _____
[insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.
 - B. **Reports**
The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
5. **Performance Standards**
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality**
The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material**
Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

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

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

2.

REQUEST FOR REVIEW FORM

FORM RB 1

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

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/RoadPostal Address

Tel No. Fax E mail

Nature of Business,

Registration Certificate No. **(ATTACH COPY)**.....

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

Business permit No.....**(ATTACH COPY)**

Name of your bankers

Branch

KRA Tax Compliance Certificate No**(ATTACH COPY)**

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public
State the nominal and issued capital of company-
Nominal Kshs.
Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1			
2			
3			
4			

Date Signature of Candidate

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.