



Caisse Sociale du Rwanda

BP : 250 Kigali-Rwanda

INTERNATIONAL TENDER NOTICE N° 39/S/CSR/2010

**SUBJECT: MARKETING, LETTING AND MANAGEMENT OF
SOCIAL SECURITY FUND OF RWANDA REAL
ESTATE PROJECTS**

FINANCING: SOCIAL SECURITY FUND OF RWANDA (CSR)

MAY /2010

SECTION I

REQUEST FOR PROPOSALS



Caisse Sociale du Rwanda

BP: 250 Kigali-Rwanda

REQUEST FOR INTERNATIONAL PROPOSALS N^o 39/S/CSR/2010 (re-advertised)

TITLE: MARKETING, LETTING AND MANAGEMENT OF SOCIAL SECURITY FUND OF RWANDA REAL ESTATE PROJECTS

FUNDING: SOCIAL SECURITY FUND OF RWANDA

The SOCIAL SECURITY FUND OF RWANDA (CSR) invites all eligible bidders to submit their bids for marketing, letting and management of the following Real Estate Projects for two years period renewable.

No	Site	Description
1.	Grand Pension Plaza in Kigali city	A 17-storey (with basement and enough parking) commercial/retail building located besides Ecobank Building in the city center. The Project is expected to be completed in November 2010.
2.	Nyarugenge Pension Plaza, office building in Kigali	An eight storey building plus a basement and ground floor. Completion date is December 2010. It is a commercial/retail
3.	Gasabo Pension Plaza, office building in Kigali	A nine storey building plus a basement floor. Completion date is September 2010. It is a commercial/retail
4.	Kicukiro Pension Plaza, Kigali	This eight-storey CSR branch is expected to be available for rent to commercial/retail by May 2010.
5.	Nyanza Pension Plaza, office building in Southern province	This six-storey CSR branch is expected to be available for rent to commercial/retail by August 2010.
6.	Karongi Pension Plaza, office building in western province	This six-storey CSR branch is expected to be available for rent to commercial/retail by August 2010.
7.	Musanze Pension Plaza, office building in Northern province	This six-storey (with two basements) CSR branch is expected to be available for rent to commercial/retail by September 2010.
8.	Rwamagana Pension Plaza, office building in Eastern province	This six-storey CSR branch is expected to be available for rent to commercial/retail by August 2010.
9.	Rugenge Plot in Kigali city	Rugenge plots are located in Kigali city center. The net area of the land is 9.7ha; The numbers of plots are 9. The land is to be used for commercial development. Available
10.	KACYIRU Executive Apartments (KEA).	50 apartments (in four blocks with 6 floors each) located in Kigali City. They are operational since four years ago. Contract starting date: January 2011

The Tender is open to all local and international companies specialising in property management.

The Tender Document is available at CSR Headquarters in Department of Human Resources and Administration (1st floor) located at Kacyiru/Kigali, Tel. (+250) 0252598400, Fax (+250) 0252 584445 or on CSR website www.csr.gov.rw , Email: procurement@csr.gov.rw, between 8:00 am and 4:30pm on working days.

A pre- proposals conference is scheduled on 17th June 2010 at 10:00 am local time (8:00 GMT). Attending this conference is optional.

Well typed technical and financial proposal presented separately in 3 copies, one of which is the original and 2 copies, must be submitted in one sealed outer envelope and should reach in the Department of Human Resources and Administration on the above addresses not later than **6th July 2010 at 10:00 am local time (8:00 GMT)**. The envelope should be addressed as follows:

**THE DIRECTOR GENERAL
SOCIAL SECURITY FUND OF RWANDA (CSR)
BP 250 Kigali
Request for proposals N° 39/S/CSR/2010**

**MARKETING, LETTING AND MANAGEMENT OF SOCIAL SECURITY
FUND OF RWANDA (CSR) REAL ESTATE PROJECTS**

“TO OPEN IN PUBLIC ONLY”

The opening of technical proposals will take place on **6th July 2010 at 10:30 a.m local time** in a public session in the office of the aforesaid department.

Done at Kigali on 13/05/2010

ACTING DIRECTOR GENERAL

RAMBA Afrique

SECTION II

ADMINISTRATIVE CLAUSES

II. INSTRUCTIONS TO CONSULTANTS

CLAUSE 1: BACKGROUND

- 1.1 The SOCIAL SECURITY FUND OF RWANDA (CSR) hereby invites national and international sealed technical and financial proposals from eligible consultants for providing the consultant services of **Marketing, letting and Management of its Real Estate projects**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.2 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend **a pre-proposal conference as specified in Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the invitation to tender to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

Participation is open to all companies specialised in the field.

CLAUSE 2: Preparation of Proposals

A. Technical Proposal

- 2.1 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this Request For Proposals in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.2 While preparing the Technical Proposal, consultants must give particular attention to the following:
 - (i) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or consultants or entities in a joint venture or subconsultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with the prior approval of the Procuring Entity as indicated in the Data Sheet. Consultants must obtain the prior approval of the Procuring Entity to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Republic of Rwanda.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant personnel have a working knowledge of at least one of the Procuring Entity national languages.

2.3 The Technical Proposal shall provide the following information using the attached Standard Forms :

- (i) A brief description of the consultant's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and consultant's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Entity (See attached form).
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (See attached form). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

2.4 The Technical Proposal shall not include any financial information

B. Financial Proposal

2.5 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the Request For Proposals documents. The Financial Proposal should follow Standard Forms (See attached form). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by

activity and, if appropriate, into foreign and local expenditures.

- 2.6 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Procuring Entity under the Contract. The Procuring Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes. The consultant shall clearly indicate all tax inclusive and tax exclusive prices.
- 2.7 Consultants may express the price of their services in the official currency of the Republic of Rwanda and/or in any freely convertible currency. The consultants may not use more than three foreign currencies. The Procuring Entity may require consultants to state the portion of their price representing local costs in the national currency if so indicated in the Data Sheet.
- 2.8 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form
- 2.9 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort 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.

CLAUSE 3: PRICE AND CURRENCY OF THE PROPOSALS

The proposals shall be in Rwandan francs or in any convertible currency for the unit price as well as for the total bid price. The tender shall be awarded on basis of total price with tax included.

Proposals not in Rwandan francs will be subject to the exchange rate given by the National Bank of Rwanda on the opening date.

The consultant shall indicate the unit prices and the total bid price of the service to be rendered in the present tender.

CLAUSE 4: SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the consultant initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. 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 governs.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING/ EVALUATION COMMITTEE.**”
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. **Any proposal received after the closing time for submission of proposals shall be returned unopened.**
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public official until all submitted proposals are opened publicly.

CLAUSE 5: Clarification and Amendment of RFP Documents

- 5.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 5.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

CLAUSE 6: MODIFICATION OF PROPOSALS

At any time but prior to the deadline prescribed for submission of proposals, the procuring Entity can modify, for any possible reason, on its own initiative or after a request for a clarification by a potential Consultant, modify the RFP Document if an addendum is published.

The addendum shall be sent by letter or fax to all the bidders who will have obtained the Tender Document and which shall be signed by the bidder.

The aforementioned bidders will acknowledge the addendum to the client by letter or by fax as soon as possible.

To allow the potential consultants sufficient time to take the addendum into consideration during the proposals’ preparation, the Procuring entity is free to postpone the deadline for the submission of the bids.

CLAUSE 7: VALIDITY OF PROPOSALS

Bids shall remain valid for a period of 90 days after the date of bids opening.

CLAUSE 8: AWARD DOCUMENTS

The award documents include the following documents:

1. Tender Notice;
2. Instructions to Consultant conditions;
3. Terms of references;
4. Proposals submitted by the consultant.

CLAUSE 9: CONFIDENTIALITY

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

Any effort by the Consultant to influence the client in the examination, evaluation, ranking of proposals, and recommendation for award of Contract may result in the rejection of the bidder's proposal.

CLAUSE 10: PROPOSALS OPENING

The opening of proposals shall be in the presence of consultants' representatives who choose to attend, at the time, on the date, and at the place specified in the Data sheet

The Consultants' names, bid prices, discounts, bid modifications or withdrawals before the deadline of the bid submission will be announced at the opening.

In addition the CSR will announce and record any information that it seems necessary to be known.

No proposal shall be rejected at proposals opening, except for late proposals, which shall be returned unopened to the bidder.

CLAUSE 11: EVALUATION OF PROPOSALS

General

- 12.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Procuring Entity on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Procuring Entity in the Procuring Entity proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 12.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. In respect of the law on public procurement, the Procuring Entity shall notify all bidders, successful and unsuccessful, of the provisional outcome of the technical evaluation before financial proposals opening.

Evaluation of Technical Proposals

- 12.3 The evaluation committee, appointed by the Procuring Entity as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a **technical score (St)**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 12.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or consultant selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

- 12.5 After the evaluation of technical quality is completed, the Procuring Entity shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be done by hand with acknowledgement of receipt or sent by registered letter, cable, telex or facsimile.
- 12.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.
- 12.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have quoted for all items of the corresponding Technical Proposals; if not, the Procuring Entity will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet.

- 12.8 **In case of QCBS**, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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 Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 12.9 **In the case of Fixed-Budget Selection**, the Procuring Entity will select the Consultant that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. **In the case of the Least-Cost Selection**, the Procuring Entity will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected Consultant is invited for negotiations.

13 NEGOTIATIONS

- 13.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 13.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home 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 Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the assignment.
- 13.3 The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in the Procuring Entity country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons specified by written, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the consultant will provide consultants with the information on remuneration rates described in the Appendix to this information.
- 13.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Procuring Entity will require assurances that the experts will be actually available. The Procuring Entity 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 Consultant may be disqualified.
- 13.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed contract. If negotiations fail, the Procuring Entity will invite the Consultant whose proposal received the second highest score to negotiate a Contract.

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CLAUSE 12: AWARD OF CONTRACT

14.1 The contract will be awarded following negotiations. After negotiations are completed, the Procuring Entity will promptly notify other consultants who have responded to the Request for Proposals that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

14.2 The winning Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

CLAUSE 13: REGULATION OF LITIGATIONS

For all non predictable cases in these specifications and in case of litigations, the contracting parties can refer to regular clauses applicable in signing the contracts concerning public procurement in the Republic of Rwanda.

In case of failure of direct negotiations any controversy or claiming that may appear in the contract or any breach of the contract will be decided according to the law of Rwanda in force.

Section III. Data Sheet

Clause Reference

- 1.1 The name of the Procuring Entity is: ***THE SOCIAL SECURITY FUND OF RWANDA(SSFR)***

The method of selection is: **Quality and Cost Based Selection (QCBS)**

The Source of Funds is : **SOCIAL SECURITY FUND OF RWANDA**

- 1.2 Technical and Financial Proposals are requested: **Yes**
A Technical Proposal only is requested: **No**

The name, objectives, and brief description of the assignment are: **Marketing, letting and Management of 10 real estate projects (Marketing, letting and management of office buildings, sales of plots and valuation properties services as mentioned in TOR;**

- 1.3 The assignment is phased: **Yes, The phases will depend on availability of each project; The volume of services to provide will increase/decrease basing on the progress of the projects;**

- 1.4 A pre-proposal conference will be held: **Yes; It will be held on 17th June 2010 at 10:00 am local time (8:00 GMT) at Kigali, CSR Headquarter board room.** Attending this conference is optional.

The name(s), address(es), and telephone numbers of the Procuring Entity official(s) are: **SOCIAL SECURITY FUND OF RWANDA; PO BOX 250 KIGALI, Tel. (250) 0252 598400, 598455 . Fax (+250) 584445, Procurement office. Email: procurement@csr.gov.rw**

- 1.5 The Procuring Entity will provide the following inputs: There is technical staff in charge of Real projects management; The manager will work closely with the latter.

- 1.7.2 The Procuring Entity envisages the need for continuity for downstream work: No
2.1 Clarifications may be requested **10 days** before the submission date.

The address for requesting clarifications is: **SSFR Procurement office**

Telex (+250) **0252 598400** Facsimile :

E-mail : **procurement@csr.gov.rw**

- 3.1 Proposals should be submitted in ENGLISH or FRENCH

- 3.3 *Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:*

*1° Three years general experience of the firm in the field and financially healthy: **15 points**;*

*General experience scores: **7.5 points** (2.5 points for each year)*

*Audited Viable financial statements for three years: **7.5 points** (2.5 points for each year)*

*2° Relevant experience in similar services (same nature and complexity): **15 points**;*

Each certificate in similar service scores: 5 points

*3° Quality of the methodology proposed : **25 points**;*

Marketing plan : 10 points

Understanding of terms of reference: 10 points

Management strategic plan proposed: 5 points

*4° Qualifications and experience of the key personnel proposed for the mission: **45 points**;*

Overall project manager: 15 points

Site Project managers: 15 (3 for each manager)

Development manager : 5 points

Marketing manager : 5 points

Valuation manager : 5 points

Total points for the four criteria :

100 points

The minimum technical score (St) required to pass is : 70

- 3.4 *The single currency for price conversions is: US\$*

The source of official selling rates is: National Bank of Rwanda

The date of exchange rates is: Date of opening of the Financial Proposal

- 3.7 *The formula for determining the financial scores is the following:
 $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.*

The weights given to the technical and Financial Proposals are:

$$T = 0.7$$

$$P = 0.3$$

- 3.8 Consultants to state local cost in the national currency: **Yes**
- 3.9 Proposals must remain valid **120 days** after the submission date;
- 4.3 Consultants must submit an original and **two** additional copies of each proposal
- 4.4 The proposal submission address is: **THE DIRECTOR GENERAL OF THE SOCIAL SECURITY FUND OF RWANDA, Department of Human Resource and Administration, 1st Floor; PO BOX 205 KIGALI. Tel. (+250) 0252 598400**
Information on the outer envelope should also include the following mentions:
“PROPOSALS FOR MARKETING AND MANAGEMENT OF SSFR REAL ESTATE PROJECTS”
- 4.5 Proposals must be submitted no later than the following date and local time:
6 July 2010 at 10:00 am local time (8:00 GMT).
- 5.1 The address to send information to the Procuring Entity is:
THE DIRECTOR GENERAL OF THE SOCIAL SECURITY FUND OF RWANDA, Department of Human Resource and Administration, 1st Floor; PO BOX 205 KIGALI. Tel. (+250) 0252 598400; E-mail: procurement@csr.gov.rw

SECTION III

TERMS OF REFERENCE

TERMS OF REFERENCE FOR MARKETING AND MANAGEMENT OF SOCIAL SECURITY FUND OF RWANDA REAL ESTATE PROJECTS

1. Introduction

The SOCIAL SECURITY FUND OF RWANDA (CSR) is seeking for a potential Marketing and Property manager who will be charged with CSR’s real estate projects that are within the country as shown below:

No	Site	Description
1.	Grand Pension Plaza in Kigali city	A 17-storey (with basement and enough parking) commercial/retail building located besides Ecobank Building in the city center. The Project is expected to be completed in November 2010.
2.	Nyarugenge Pension Plaza, office building in Kigali	A nine storey building plus a basement and ground floor. Completion date is December 2010.It is a commercial/retail
3.	Gasabo Pension Plaza, office building in Kigali	An eight storey building plus a basement floor. Completion date is September 2010.It is a commercial/retail
4.	Kicukiro Pension Plaza, Kigali	This eight-storey CSR branch is expected to be available for rent to commercial/retail by May 2010.
5.	Nyanza Pension Plaza, office building in Southern province	This six-storey CSR branch is expected to be available for rent to commercial/retail by August 2010.
6.	Karongi Pension Plaza, office building in western province	This six-storey CSR branch is expected to be available for rent to commercial/retail by August 2010.
7.	Musanze Pension Plaza, office building in Northern province	This six-storey (with two basements) CSR branch is expected to be available for rent to commercial/retail by September 2010.
8.	Rwamagana Pension Plaza, office building in Eastern province	This six-storey CSR branch is expected to be available for rent to commercial/retail by August 2010.
9.	Rugenge Plot in Kigali city	Rugenge plots are located in Kigali city center. The net area of the land is 9.7ha; The numbers of plots are 9.the land is to be used for commercial development. Available
10.	KACYIRU Executive Apartments (KEA).	50 apartments (in four blocks with 6 floors each) located in Kigali City. They are operational since four years ago. Contract starting date: January 2011

2. Main tasks

The successful bidder has to perform the following: Marketing and Management of Social Security Fund of Rwanda (CSR) Real Estate Projects.

2.1. Property management

Within the scope of the Property management, the “manager” shall:

- a) Prepare a marketing plan and submit it to the landlord for approval;

- b) Implement the marketing plan and carry out with the written approval of the Owner promotion and advertisement of the Properties; i.e. advertisement on TV, radio, newspapers at his own expenses, and present a monthly report on marketing plan implementation to the landlord;
- c) Leasing and Renting services to include:
- Leasing and renting negotiations and renewals
 - Advice on rental rate basing on current market conditions
 - Rent collection and reporting of revenues and expenses
 - Customers care from check in date to end of the contract
 - Make and manage rent contracts on behalf of the landlord;
 - Register new clients;
 - Make sure all payments are effective in time and issue receipts;
 - Enforcement of debts;
 - Follow up of all the parties working in Real Estate projects.
- d) Maintenance works:
- Ensure the routine maintenance depending on the needs
 - Put in place the permanent technicians staff and pay them at his expense;
 - Detect and report to the landlord all major maintenance needs;
 - Maintain and keep the Property in good conditions, repair any equipment, furniture and replace consumables and fixtures and other routine items.
 - Prepare life cycle costing report of the premises from time to time based on the agreement between the client/landlord;
 - To keep the plants in good working order; however major repairs and equipment replacement (due to depreciation) will be the owners responsibility.
 - Ensure all services and routine maintenance works needed at the premises (*Minor repairs, Security, cleaning, gardening, electricity & plumbing maintenance, lifts maintenance, water treatment plants, generators maintenance, laundry for beddings and hospitalities for apartments, paying water bills for whole buildings and electricity bills for common facilities consumption*);
 - Make all possible means of minimizing maintenance expenses;
 - Take good care of all CSR's Real Estate Projects equipments and assets;
 - Submit to the owner a monthly maintenance report.
- e) Management services
- Diligently and prudently manage the affairs of the property, protect and promote the interests of the Owner;
 - Prepare statements of demand, receive and ensure that rent is collected on behalf of the Owner from time to time.
 - Maintain an events diary and a Property register containing details of occupancy or tenancy within the Property or an equivalent computerized record;
 - Ensure that all occupants of the Property effect all payments under their respective occupancy;
 - Not to make any profit or commission out of the Management of the Property except as hereinafter provided;
 - Not to describe itself as agent or representative of the Owner except as expressly authorised by this Agreement;

- Not at any time during or after the term divulge or allow to be divulged to any person, any of the Management Information other than to persons approved in writing by the Owner.
 - Make presentations to the landlord or owner only as far as the professional services are concerned, and not engage in any other matter beyond that scope.
- e) Development Management

Within the scope of the Development manager, the “manager” shall:

- a) Perform project risk analysis
- b) Perform economic analysis of the completed projects
- c) Prepare sales plan for land, infrastructure and real estate projects.
- d) Business plan development
- e) Establish CSR’s real estate projects, marketing & sales strategy

2.3 **Valuation services**

Within the scope of the Valuation manager, the “manager” shall:

- a) Value and update all the above mentioned real estate projects once per year or as per needed;
- b) Give recommendations on how to develop those projects
- c) Give an annual report on the value of Real Estate Project (update)

NB. The property manager will be responsible for all costs related to the duties and works mentioned above.

3. Period of assignment

This assignment is for two years period renewable.

4. Standard of services

The contractor shall perform his/her obligations with all due diligence, efficiency and economy of a professional and shall employ appropriately advanced and acceptable principles and procedures of management.

The landlord has a right to set such acceptable standard of service and take remedial/upgrading action where necessary, at the contractor’s expense.

SECTION IV

<h3>BIDDING FORMATS</h3>

4. BIDDING FORMATS

4:1 TECHNICAL Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in one envelop.

If negotiations are held during the period of validity of the Proposal, i.e., before the [*Insert date of validity of offer*], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

4:2 MANAGER'S ORGANIZATION AND EXPERIENCE

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro): Country:
Location within country:	Profiles of professional staff-months provided by associated Consultants: Duration of assignment (months):
Name of Client:	N ^o of professional staff provided by associated Consultants:
Address:	Total N ^o of staff-months of the assignment:
Start date (month/year): Completion date (month/year):	Approx. value of the services provided by your firm under the contract (in current Euro or FRw):
Name of associated Consultants, if any:	Total N ^o of professional staff-months provided by associated:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	

Firm's Name: _____

4:3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

**4:4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

4:5: TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Professional staff

Name of Staff	Position Assigned	Task Assigned

2. Support staff

Name of Staff	Position Assigned	Task Assigned

4:6:

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Consultant/Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: To [Year]: _____

Employer: _____

Positions held: _____

<p>11.</p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[<i>Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the</i></p>
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	<p><i>tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Name of staff member: _____

Full name of authorized representative: _____

4:7: Completion and Submission of Reports

Reports	Date
1. Monthly report on progress of the marketing plan implementation, management and sales of properties and plots.	
2. Quarterly report on progress of the marketing plan implementation, management and sales of properties and plots.	
3. Annual report on progress of the marketing plan implementation, management and sales of properties and plots.	
4. Annual property Valuation report or as per need.	

Section 5. Financial Proposal - Standard Forms

5.1 Financial Proposal Submission Form

5.2 Tender output

5.3 Breakdown of the remunerations

5.1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum/rate of [Insert amount(s) in words and figures¹]. This amount is inclusive of the local taxes, applicable in Rwanda.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, [Insert Date].

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

5.2 : Tender output

1. Establishment of Marketing plan and its implementation within the given period
2. Sales of properties and plots if needed;
3. Management of properties;

4C. FORMAT SUMMARY OF THE FINANCIAL BIDS

No	Description	Provisional Volume of each task	quotation method	Proposed sum/rate
01.	Implementation of the marketing plan	20%	Lump-sum (covering contract duration)	
02.	Leasing and sales of properties and plots	10%	% of 1 st annual rent and selling cost	
03.	Management of property	70%	% of monthly revenues	

Note: The percentage of each task should be taken into account during evaluation, especially in financial proposals evaluation.

5.3 : BREAK-DOWN OF REMUNERATION

Activity nb : _____		Activity name : _____		
Names	Position	Input ¹	Currency	Amount(s)
Permanent staff				
Local staff				
Foreign staff				
Total costs				_____

1 In hours, days or months of work.

MODEL OF CONTRACT

**MARKETING AND MANAGEMENT OF SOCIAL SECURITY FUND
REAL ESTATE PROJECTS**

LANDLORD : SOCIAL SECURITY FUND OF RWANDA (CSR)

FINANCING: SOCIAL SECURITY FUND OF RWANDA (CSR)

AMOUNT OF THE CONTRACT : *(in terms of percentage)*

NUMBER OF COPIES IN ORIGINAL: 2

Between undersigned,

The SSFR, having its headquarters at Kigali P.O.Box 250 Kigali, hereinafter named «
Landlord» represented by its Director General, Mr GAPERI KANYESIIME Henry,

And

..... with headquarters at..... P.O.Box....., Named
«Marketing & Manager of CSR Real Estate Projects" represented by its Director,
Mr.....

IT HAS BEEN SUITED AND DECREED WHAT FOLLOWS:

Article 1: Object of the contract

In the present contract the Landlord appoints the Marketing & Manager of CSR Real Estate Projects and the Marketing & Manager of CSR Real Estate Projects accepts to such appointment as a Marketing & Manager of CSR Real Estate Projects in rendering professional services of the SSFR's Real Estate Projects for the period of one year renewable to manage and operate SSFR's Real Estate Projects activities in connection therewith as are necessary in and as are specified in **appendix ... of terms of references.**

Article 2: Contractual documents

The contractual documents are by order of priority the following:

- 1- The present contract
- 2- Notification letter of the offer
- 3- The offer submitted by the contractor;
- 4- The tender document with its appendices.

These documents are annexed to the present contract and make integral part of it.

Article 3: Commitments

The Marketing and property Manager shall have during the continuance of this Contract, the general day-to-day management of services to all Properties of CSR Accordingly, the Manager shall have power to do all such things on behalf of the Landlord which are reasonably required for or in any way concerned with or necessary for the sound and efficient management of the Properties other than the power to borrow money in the name of the Landlord or pledge any assets of the Landlord or spend money above a limit as shall be authorized by the Landlord from time to time, without the prior written consent of the Landlord and other than those matters which are by virtue of the provisions of the Laws of Rwanda and expressly required to be done by the Landlord in a Board Meeting or by its Trustees.

In furtherance of and without prejudice to the general power and authority hereinbefore conferred, the Manager shall have "inter alia" the powers, authorities, discretions, and duties according to the policy in appendix

The Marketing & Property Manager commits itself to execute with care and according to rules of art prescriptions described in terms of reference according to modes and conditions of the contract.

The Marketing & Property Manager commits itself to execute the so-called services according to the in force regimentation in the Republic of Rwanda.

The Landlord will assist The Marketing & Property Manager in order to get information or the necessary administrative documents for the execution of its services. The possible expenses therefore will be in charge of the Marketing & Property Manager.

Article 4: Leases

From time to time if so required by the Landlord and for the remuneration detailed hereafter, the Marketing & Property Manager shall negotiate leases and renewals on behalf of the Landlord in respect of the units within the Property **Provided That** the level of rental and terms and conditions of

such leases shall have been agreed in principle by the Landlord and any departure there from has been approved by the Landlord in writing prior to any lease being finalised.

Incase of apartments, Tenancy payments shall be done by the tenant on a bank account indicated by the Landlord and the deposit slip submitted to the Marketing & Property Manager

Article 5: Staff

The Marketing & Property Manager shall be the supervisor and pay on its own expenses all members of staff directly hired on behalf of the Property like the property management staff, maintenance technicians (electrical technician, plumber, lift maintainer, generator maintainer), cleaning service, gardening,....., and be responsible for the control of such staff including their engagement and dismissal and terms of service.

Article 6: Repairs and Maintenance and Capital Improvements

(a) The Marketing & Property Manager shall make such expenditure for maintenance, as it deems necessary to keep the Property in good operating condition. The latter include: cleaning and gardening services, electrical, generator and lift maintenance and replacement repair of fittings and fixtures as listed in **appendix** of this contract, internet and TV channels services, power and water supply and any other day to day service needed for good exploitation of the property.

(b) In event than maintenance and or replacement of fittings and fixtures expenses of one or similar items that require to be procured and fixed at once as in previous alinea (a) above, such expense shall be paid by the owner if it exceeds.....

(c) The Landlord may from time to time at own discretion and sole expense make such alterations additions or improvements in or to the Property all of which will be made with little hindrance to the operation of the Property as possible.

(d) Structural repairs or changes to the Property or extraordinary repairs to or replacement of any equipment therein shall be required by the owner at any time during the term of this Agreement to maintain the Property in good operating condition and shall be paid by the owner. In the same way, additional equipments or equipments replacement shall be considered as owner's additional investment and shall be paid at his sole expense.

Article 7: Reporting

Not later than the 7th of the month following the month reported, the Marketing & Property Manager will submit a report to the Landlord on the basic state of the building, the adequacy of the insurance policies the continuing prospect of appreciation, a detailed statement of incomes and expenditures for the whole period, mentioning also the monthly occupancy rate for each property, and a detailed statement of major events. At the end of the year, the Marketing & Property Manager will submit an annual report.

Article 8: Accounts

- a) The Marketing & Property Manager will maintain up-to-date Management Information accurately reflecting all transactions in the Management of the Property and to make the Management Information available to the Landlord, permit the Landlord and the Landlord's accountant, auditors and representatives at all reasonable times, to inspect and take copies of all things material to the Management and, for this purpose, enter any premises used in connection with the Management;
- b) The Marketing & Property Manager will keep rent accounts in accordance with good accountancy custom;
- c) The Marketing & Property Manager will render monthly statements to the Landlord of all rents and other sums collected, and if required, produce to the Landlord receipts or vouchers in respect of any payments;(i.e Apartments)
- d) The Marketing & Property Manager shall ensure that all rents due are collected in the name of the Landlord and a receipt issued thereof, shall maintain account in respect of the Management of the Properties in the name of the Landlord.
- (e) The Marketing & Property Manager shall have access to the bank statements in relation to transactions, and the Landlord hereby agrees to submit to the Manager on every first day of the Month all bank statements for the previous Month in regard to the transactions of the concerned projects.

Article 9: General quality of Services

The Marketing & Property Manager will confirm itself to terms of reference and all relative supplementary precision to terms of reference given by the Landlord.

Article 10: Duration of the services

The contractual delay begins from the date of notification of the order of service to begin the execution. The maximum total services execution duration is 12 months renewable.

Article 11: Confidentiality

The Marketing & Property Manager shall in no case reveal to an unauthorized person or entity any confidential information obtained during the execution of the services nor make public any conclusion or recommendation relating to the services.

Article 12: Remuneration

- (a) The Marketing & Property Manager aims at attaining the highest average occupation rate and

the highest income possible from the sale of the properties . During the period of the contract, the manager will receive a monthly remuneration of % (Tax inclusive) of the total income payable each month.....

Article 13: Form and payment modalities

The Marketing & Property Manager will be paid monthly total amount equivalent to agreed rate after usually submitting the invoice depending on the rent and sale of property revenues.

Article 14: Right to review price

Prices are fixed and non revisable during all the duration of the contract. Costs of the services contain all expenses (administrative and routine maintenance costs) necessary to complete the service required in the present terms of reference. Six months after commencement of this contract, the two parties agree to evaluate the effectiveness of the tasks assigned in this contract and if necessary review some of the clauses of the contract for better compliance.

Article 15: Contract Cancellation

When the Marketing & Property Manager does not confirm to the arrangements of the contract, the owner will at any time be able to terminate the contract or will be able to stop the execution of the services.

In case of contract termination, a valuation of the completed services will be done.

Article 16: Force majeure

Both parties will be released from their respective obligations in the event of national emergency, war, prohibitive, government regulations, or any other cause beyond the reasonable control of the parties rendering performance of the Contract impossible; in such circumstances:

- (a) All money due to the Owners shall be paid immediately and
- (b) The Manager shall forthwith cease carrying on the Management of the Property.

Article 17: Regulation of litigations

The owner and the firm will use all possible means to amicably get out of any dispute occurring between them.

If not, the litigation will be brought to jurisdictions of the Republic of Rwanda.

Article 18: Contract came into force

The present contract comes into force on the day of its signature by the contracting parties.

Done at Kigali, the...../...../2010

For the Marketing & Property Manager

**For the SOCIAL SECURITY FUND
OF RWANDA (CSR)**

The Director General