



UNCLAIMED FINANCIAL ASSETS AUTHORITY

TENDER No: UFAA/TM/018/2020-2021

**TENDER NAME: RFP FOR SUPPLY, DELIVERY, INSTALLATION,
CONFIGURATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE
OF UFAA TENDER MANAGEMENT SOFTWARE-RE-ADVERTISED**

NOTICE DATE: THURSDAY 7TH January, 2021

CLOSING DATE: FRIDAY 22ND January, 2021 AT 10:30AM

JANUARY, 2021

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly, the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exists or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

TO: ALL FIRMS,

Date 7.1.2021

Dear Sir/Madam,

RE: RFP FOR SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF UFAA TENDER MANAGEMENT SOFTWARE - UFAA/TM/018/2020-2021-RE-ADVERTISED

- 1.1 Unclaimed Financial Assets Authority invites proposals for supply, installation, configuration, testing, training, commissioning and maintenance of Tender Management Software.
- 1.2 Please see the advertisement for other tender requirements.
- 1.3 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Forms
- 1.4 Upon receipt, please inform us
- (a) that you have received the letter of invitation
 - (b) whether or not you will submit a proposal for the assignment

**CHIEF EXECUTIVE OFFICER AND MANAGING TRUSTEE
UNCLAIMED FINANCIAL ASSETS AUTHORITY**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated by an act of parliament. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any 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.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be Kshs.1, 000.00.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

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

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments as per the TORs.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 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.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The Tenderer is required to serialize and paginated in the correct sequence all pages for each bid submitted and should not mix technical with financial proposal.

2.5.4 The original and all copies of the Tender Proposals 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. The outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN BEFORE 22ND JANUARY, 2021 AT 10:30AM**”

2.5.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

2.7.2

	Points
(i) Adequacy of the proposed work plan and Methodology in responding to the terms of reference	(55)
(ii) Qualification/Technical Capacity of Implementing Personnel, firm’s experience and previous work done	(45)

Total Points 100

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 Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client 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 after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request. However, no price variation will be allowed for contracts less than 12 months old.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration:

- (a) The information that specifies or complements provisions of Section II to be incorporated.
- (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
- (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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

Clause Reference

2.1 The name of the Client is: **Unclaimed Financial Assets Authority**

2.1.1 The method of selection is: **Quality and Cost Based Selection**

2.1.2 Technical and Financial Proposals are required separately: **Yes**

The name, objectives, and description of the assignment are: **RFP FOR SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF UFAA TENDER MANAGEMENT SOFTWARE REF: UFAA/TM/018/2020-2021-RE-ADVERTISED**

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

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

**Chief Executive Officer
Unclaimed Financial Assets Authority
P.O Box 28235 - 00200
Nairobi**

2.1.4 The Client will provide the following inputs: **The Authority will avail staff member(s) to provide the needed support including reference documents and logistical arrangements where necessary. Moreover, the Authority will provide feedback on Inception Report, Presentation, Draft Reports and Final Reports**

2.1.5 (ii) The estimated number of professional staff months required for the assignment is;
90 days

(iv) The minimum required experience of proposed professional staff is: **As per the TORs.**

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

2.1.7 Taxes: [Specify *firm's liability: nature, sources of information*]: **All applicable taxes**

2.5.2 Consultants must submit an original and **ONE copy of the proposal-both technical and financial and the two should not be mixed.**

- 2.5.3 The proposal submission address is: **P.O. BOX 28235-00200 Nairobi**, Information on the outer envelope should also include: **Tender No UFAA/TM/018/2020-2021: Supply, Delivery, Installation, Configuration, Testing, Training, Commissioning and Maintenance of UFAA Tender Management Software-Re-Advertised**
- 2.5.4 Proposals must be submitted not later than the following date and time **22/1/2021 at 10:30 am**
- 2.6.1 The address to send information to the Client is: **P. O. Box 28235 - 00200 Nairobi.**
- 2.6.3 The minimum technical score required to pass is: **75marks.**
- 2.7.1 Alternative formulae for determining the financial scores is the following: As indicated in the information to consultant's section.
- The weights given to the Technical and Financial Proposals are:
- T= _____ (0.80)
- P= _____ (0.20)
- 2.9.2 The assignment is expected to commence on a date to be agreed between the parties

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services carried out in the Last Three Years That Best Illustrate Qualifications

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

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

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

On the data, services and facilities to be provided by the Client:

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

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:
_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			_____
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE

TENDER FOR SUPPLY, INSTALLATION, CONFIGURATION AND MAINTENANCE OF ONLINE CLOUD-BASED TENDER MANAGEMENT SYSTEM

The Unclaimed Financial Assets Authority (UFAA) is a State Corporation established under the National Treasury pursuant to The Unclaimed Financial Assets Act, No. 40 of 2011. The primary mandate of the Authority is to receive unclaimed financial assets from the holders of such assets on behalf of the Government, safeguard and re-unite the assets with their rightful owners.

The Authority intends to procure an **online cloud based** tender management software. The Online tender management system should enable the Authority to do the following:

1. Allow the Authority to advertise, open and evaluate tenders online
2. Suppliers sign up and wait for their account to be activated in order for them to be in a position to login and see the available open tenders
3. Suppliers fill the company information and upload the required tender documents.
4. Suppliers are able to upload tender documents in pdf and update their company information until the tender period is over.
5. Suppliers can see a dashboard of the company information progress i.e. sections which are complete and the percentage
6. Supplier can access the tender instructions
7. Automatic feedback to all tenderers upon completion of tender process
8. Support all procurement functions in a single platform (i.e. automate the end-to-end procurement process up to budget tracking)

The online cloud-based e-Procurement and tendering System should be integrated to the Microsoft Dynamics NAV. This system is aimed at facilitating easy and efficient management of all the procurement processes with minimal paper work. The online cloud-based e-procurement and Tendering Systems should take care of the purchase of items/services which require tendering as well as those which do not require tendering process, it must accommodate to all procurement methods.

TECHNICAL SPECIFICATION FOR CLOUD-BASED TENDER MANAGEMENT SYSTEM

EVALUATION CRITERIA

STAGE 1: MANDATORY REQUIREMENTS

All the Mandatory documents should be placed in the first section of the bid document

Item	Mandatory Requirements (MR)	YES/NO
MR 1	Valid copy of Registration Certificate/Certificate of Incorporation	
MR 2	Valid copy of tax Compliance Certificate	
MR 3	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR 4	Submission of original & copy of tender document properly TAPE BOUND and PAGINATED in the correct sequence and all pages MUST be initialed. NB: Spiral binding and box files shall lead to disqualification	

MR 5	Bidders Declaration and Integrity Pact shall be duly signed and stamped in the format provided	
MR 6	Original Tender Security of Kenya Shillings 80,000.00 from a reputable bank in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), or guarantee by Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document	
MR 7	Valid copy of CR12 form for companies or equivalent for sole proprietors issued by Registrar of companies/Business Registration Service showing the registered owners	
MR 8	Valid copy of Manufacturer Authorization Form	
MR 9	Valid copy of Business Permit (County Government)	
MR 10	Dully filled Self-declaration that the bidder is not debarred in the format provided	

Note:

The submission of the above items is mandatory. Failure to attach any of the above documents will lead to automatic disqualification at this stage.

STAGE 2: MANDATORY SYSTEM TECHNICAL EVALUATION

	Supplier Management	Description	Compliance (FC, NC)	Comments
1	Supplier Registration	Supplier can register through the portal with the company profile and setup username and password, fill in the company information such as company name, PIN No, address, AGPO Certificate number, bank details, company telephone No., name of contact persons etc. separate AGPO firms from non AGPO firms		
2	Supplier Information Maintenance	To view and modify enterprise information, such as company profile, supplier name, address, password etc.		
3	Supplier Portal	Supplier can get bid notice, invitations, bid award notifications through the portal, submit bid documents via the portal and inquires its own bid records.		
4	Supplier Approval Management	To provide supplier approval function for purchaser with the submitted profiles. The suppliers would be separated into unapproved list and approved list to make management more convenient. 1) Unapproved list: quickly inquire and approve the newly-registered or changed suppliers. 2) Approved list:		

		purchaser can inquire the approval records showing in the lists by searching date, supplier name etc.		
5	Supplier Information Management	To provide supplier information inquiries and daily management function. Purchaser can quickly find suppliers by various conditions such as name, project name, supplier classification (approved supplier information), supplier's enterprise information, historical registration records, historical enrollment etc. Meanwhile, purchaser can view the details of the suppliers and select suppliers as candidate for invitation. Purchaser also can change or delete supplier		
6	Supplier Classification Management	The system should fulfill a supplier classification catalogue, purchaser can define supplier classification based on its products, service and works, and grade suppliers by their enrollment I.E AGPO groups and performance.		
7	Supplier Assessment Management	By collecting data and analyzing the performance of the supplier, purchaser can create evaluation model by using different KPIs or types of goods and services, evaluate products' quality, suppliers' service level and responsiveness.		
8	Supplier Behavior Management	According to the outcome of the assessment, if supplier breach the contract and has any illegal behavior, purchaser can evaluate supplier by its performance to decide whether the supplier should be blocked and issue announcement on portal. Purchaser also can activate supplier when it is necessary.		
	e-Bidding Management			

1	Procurement planning & budget management	<p>To provide procurement plan template/creation as per the government format, identify requirements from Users and consolidate plans per departments, further consolidate corporate procurement plan summary, determine time schedules per quarter for procurement execution, allocate 30% to AGPO groups, 40% to local goods, allocate procurement methods as per threshold matrix and the Act, alert for items with low budgets or budgets above market rates, ability to monitor procurement plan implementation and provide alerts, produce procurement plan implementation reports per quarter, month and yearly. Purchaser can analyze and combine purchase plans. The system should fulfill functions including Purchase Requirements management, Plan Attributes management, Plan Analysis management etc. Purchaser can create project and separate bid-section according to purchasing applications synchronized from ERP system.</p>		
2	Tender announcement management	<p>The function of this module should contain Tender Documents management, issue Tender Announcement, and Clarification management. The system should support project manager to confirm purchasing strategy (purchasing types, time etc.), make tender documents automatically and clarify queries and questions of announcement in time. The information of Summary Sheet for bid opening and evaluation method should be filled automatically from system.</p>		
		<p>For selective-tendering i.e. RFQ, restricted tendering, the corresponding potential bidders should be selected from supplier database. The system is supported SMS and email services for purchaser/bidder to send/receive</p>		

		<p>notice, invitation, RFP, proposal etc.</p> <p>The submission of bid documents should be online via the portal</p>		
3	Bidding management	<p>The function of this module should contain Bid Documents management, Encryption management, and E-signature management. The bidder can receive tender notification and download tender documents directly through system. The items of response can be answered one by one in correspond to tender documents, the bid documents and proposal can be submitted safely with e-signature or any other encryption methods.</p>		
4	Bid opening management	<p>The system should fulfill online bid opening function, in order that the bidder can decrypt bid documents and confirm the bid price. Count document pages per documents submitted and record per bidder, allow for projection of bid opening on a big screen where bidders can witness the opening, the system should support to auto-read the rules, regulations, bid price etc. The bid opening record generated and uploaded to system and issued, allow e-signature for opening committee members, stop receipt of documents at the designated time and day. Customized to carry out opening as per best practice and PPADA 2015 and its Regulations 2020.</p>		
5	Bid evaluation management	<p>The functions of Bid evaluation management should contain evaluation initialization, evaluation process management as per the criteria per tender, evaluation report generation professional opinion generation as per the format, allow for projection of bids on a wide screen etc. allow for e-signatures for all evaluation committee (EC) members, post qualification report and conflict of interest declaration by EC</p>		

		<p>members. Price alerts for prices above budget and market rates. The procurement manager can import the experts name list, set the rules and regulations through the system. The experts can review and grade the bid documents such as price, business and technical capacity online. The report can be generated automatically according to requirements.</p> <p>Customized the system to carry out evaluations in a transparent and open manner as per best practice and PPADA 2015 and its Regulations 2020.</p> <p>For RFQ bids, allow for price comparison and award to lowest bidder or best evaluated bidder and provide quotation analysis report duly signed by RFQ evaluation committee</p>		
6	Award management	<p>To provide award notification function online. Procurement manager can issue award notification on portal and send Email to winner. The notification should be transferred to Contract Management module directly for contract preparation.</p> <p>Link all awards to UFAA ERP systems for LSO/LPO generation</p>		
7	Inspection and Acceptance Management	<p>Schedule for delivery upon issuance of LPO, or signing of contract</p> <p>Allow for online inspection of goods, works and services by inspection committee to determine quality of deliveries as per the set criteria.</p> <p>Generate inspection certificate for accepted goods and rejection certificate for goods rejected with e-signature for inspection committee</p>		
8.	Contract Preparation and Management	<p>Generate e-contracts online as per standard template for all tenders awarded, allow for tracking of activities in various stages.</p> <p>Allow for online/ e-contracts signing by both parties</p>		

		<p>Enabled procurement to send contract copy to the winning bidder upon its execution by both parties</p> <p>Maintain copies of signed e-contracts and generate report when needed</p> <p>Allow for contract publishing once signed on the UFAA website and PPIP portal(description of tender, contact person/shareholders, contract amount, start date and end date)</p> <p>Provide contract monitoring alerts (3months to expiry) via email whenever contracts are about to expire to procurement</p> <p>Give users the ability to administrate contracts including documenting of milestones achieved, SLAs as per the contract and issue reports monthly on performance</p>		
9	Records Management	<p>Archive all completed procurement processes-link to UFAA archives</p> <p>Keep audit trail of all activities/transactions showing the officers doing such transactions</p>		
10	Invoice Management	<p>Allow vendors to submit duly stamped and signed invoices online for payment through user department for endorsement before forwarding to procurement and finance.</p> <p>System should declare paid invoices/files as closed and generate file closing report</p>		
Reporting				
1	Statutory reports	<p>Provide contract monitoring monthly progress reports from users.</p> <p>Provide quarterly procurement reports for AGPO groups (separate for PWD, Women & Youths as per the format).</p> <p>Provide reports for 40% local purchased goods as per the format to be provided.</p> <p>Provide frameworks contracts reports with spend analysis monthly</p>		

		Provide reports for all contracts awarded per period (monthly, quarterly, bi-annually or yearly) Provide procurement spend analysis reports per month per items Provide procurement plan implementation reports for corporate and per departments		
2	Procurement KPIs Report	To provide a template that offers a comprehensive overview of the various metrics that are vital to the success of the procurement function. e.g. compliance rate, no. of suppliers, purchase order cycle time, terminated procurements, overdue deliveries etc.		
3	Supplier Delivery Report	With a mix of metrics and KPIs based on elements such as defect rates and delivery times, all geared towards offering valuable information on the performance of single suppliers as well as overall supplier performance e.g. supplier availability, supplier defect rate, lead time		
4	Procurement Costs Report	To provide a panoramic snapshot of all valuable cost-based information: cost of purchase orders, procurement ROI, spend analysis, framework contract value for money analysis		
E-Contract management				
1	Central contract repository and inbuilt contract lifecycle management	Securely store all enterprise's contracts from all departments and retrieve in sub seconds using highly efficient indexed search from online or on-premise contracts repository		
2	Contract review and approval workflow	Highly efficient in-built Contract review and approval work flows (SLA) adapting to our business to make it easy to run day to day business operations		
3	Contract Creation	Create and draft contracts easily by dragging and dropping approved clauses within Microsoft Word and boost team productivity and compliance.		

	Version control	Automatic versioning when updating and managing contract history		
	Master data integration	Connection of the contract conditions with the master data of the ERP system to ensure continuous data consistency		
	Compliance support	Transparency and control over contract risks such as regulatory and deadline requirements		
	Easy configurations, permission settings, reminders & integrations	Provision our business departments, locations, users, roles and fine-grained permission schemes in the system. Configure our business process work flows and day to day operations		
Other Procurement Methods Management				
1	Competitive Negotiation	The system should support both methods of public and invitation competitive negotiation bidding, and manage the whole process of competitive negotiation, including create purchase project, issue announcement, invite supplier, upload proposal, organize business and technical competition, release award announcement. The system should support multi-cycle quote and negotiation process for bidders/experts.		
2	Inquiry	The system should fulfill the whole process of inquiry, purchaser can modify inquiry letter, release inquiry project and announcement, invite suppliers quotation, set up evaluation committee, notify the winner with award announcement.		
3	Single Source	The system should manage the whole process of single source procurement, purchaser can create purchase project, invite supplier, upload proposal, organize negotiation, confirm final price. The system should support multi-cycle quote and negotiation process for bidder/experts.		
Licenses and Training				
1	User licenses requirement	Support 3 concurrent login (8 user licenses)		

2	Manuals	Delivery should include the following manuals <ul style="list-style-type: none"> • User manual • System manual 		
3	e-procurement system training for four staff at an authorized training center	Detailed Technical and Systems Administration Training for IT and Procurement Staff to ensure that they gain sufficient technical skills to maintain/use the software after the implementation. Costs and requirements for certification training should be separately provided		
4	Support and Maintenance	At least 1-year software maintenance and technical support to start upon the issuance of the Certificate of Completion		
5	Brochure	Must attach the detailed system brochure		

STAGE 3: THE TECHNICAL EVALUATION (CAPACITY TO DELIVER THE SERVICE)

AREA	TECHNICAL EVALUATION CRITERIA	SCORE
1. CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY (TOTAL SCORE=55 Marks)		
CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY	Experience (Specific experience of the firm related to the assignment) The Firm shall provide at least 5 reference sites/ institutions where they have undertaken similar assignments successfully. Include contact persons, in the format prescribed. (3 Mks per site with contacts)	15
	Provide evidence of having undertaken similar assignments in the last 5 years by submitting at least five (5) LSOs, Contracts or letters of recommendations (4mks per letter) <ol style="list-style-type: none"> 1. 5 years and above (20 Marks) 2. Others prorated at: <u>Number of years x 20</u> 5 	20
	Methodology Firms are expected to demonstrate an understanding of the terms of reference by providing the following: - <ol style="list-style-type: none"> 1. Technical Approach and Methodology to include how the features in the scope will be implemented(10mks) 2. Provide Project or Work Plan (3mks) 3. Proposed Training Plan for Knowledge transfer (2mks) 	20

AREA	TECHNICAL EVALUATION CRITERIA	SCORE
	4. Service level agreement (To include 1-year warranty and support) (5mks)	
2. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: (TOTAL SCORE=45 MARKS) The key experts should provide the assignments they have undertaken with their reference contacts. Attach CVs accompanied by certified copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract NB: It is expected that the proposed staff are the ones to be engaged for the project if the bidder is successful and changes can only be made with consent of the client.		
Project Manager	1. Degree in Business Management or related field (3mks) 2. Relevant professional certification such as PRINCE2, PMI, etc. (3mks) 3. At least 8 years of experience in ICT project management assignments. Give a minimum of three related projects (3mks per project)	15
Software Developers (2)	1. Degree in IT or related field - (3mks each, total =6marks) 2. Diploma in procurement – (2 Marks each total =4marks) 3. Relevant certificates in software development or related field (3mks each, total =6marks) 4. At least 3 years of experience in web portal deployments and installations, configuration and management in large enterprises or government entities. Give a minimum of three projects related to web portal management, installation and deployment. (3 mks per project given, total=9 marks)	25
Financial Capability	1. Provide three years audited accounts signed by certified auditor for 2017,2018,2019(attach documentary evidence) <ul style="list-style-type: none"> i. Liquidity ratio current assets/liabilities <ul style="list-style-type: none"> 2:1= 5 Marks 1:1=3 Marks Less than1= 0 mark 	5

NB:

1. Failure to submit items listed as mandatory, shall lead to automatic disqualification.
2. Bidders **MUST** respond to **ALL** the requirements on a clause-by-clause basis (under the 'Bidder's response' column) stating clearly how their solution meets the requirements against the minimum specifications. Responses to compliance to technical specifications in any other way other than clause by clause will be treated as **NON-RESPONSIVE**.
3. Responses such as "complied", "possible to do","meets" will be considered as **NON-RESPONSIVE** on the comments section.
4. The pass mark for technical score shall be **75%** of the total marks. All bidders who do not attain this minimum shall be disqualified from financial evaluation.

Bidders that score **75%** or above in the Technical evaluation stage will proceed to financial evaluation stage. Bidders that score less than **75%** shall be treated as non-responsive and will not be evaluated further.

Stage 3: Financial Evaluation

The formula for determining the Financial Score (Sf) shall, be as follows: -

$Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Final Award

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1).

The weight to be given to the Technical and Financial scores for ranking shall be as follows:

Technical Percentage, $T = St\% \times 0.8$ and Financial Percentage, $P = Sf\% \times 0.2$, where St is the score by the firm under the Technical Evaluation criteria and Sf is the % score by the firm under the Financial Evaluation criteria. The combined technical and financial score, S, is calculated as follows: **S = T + P**.

NB: The firm achieving the highest combined technical and financial score, S, will be recommended for negotiation and contract award.

Method of submission

Bidders are advised not to mix technical with financial proposal. Bidders shall submit **ONE original** and **ONE** copy of both technical and financial proposals. Mixing of financial with technical shall lead to automatic disqualification.

Clarifications

All requests for clarification should be in writing and emailed to: procurement@ufaa.go.ke. No clarifications shall be issued to individual bidders. UFAA will compile and respond to all clarifications received on or before **14th January, 2021 at 5.00PM** that is, at least Seven (7) days prior to the closing date.

NB: Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered. No clarification will be issued after this period.

Payments

Payment shall be made in the currency specified in the contract. The consulting firm will be paid according to the below fixed –price payment schedule and in line with Government of Kenya's laid down procedures. The invoices shall be linked to deliverables or outputs.

	Milestone (Reports)	% Payment
A	Inception Report, a timed work plan to carry out the assignment and Audit Questionnaire/Tool for user views	0% of Total Price
B	System going live	40% of Total Price
	Commissioning and handing over of the system by the vendor	40% of Total Price
C	Upon issuance of certificate of acceptance declaring that the service has been delivered and that all other contracted services have been performed	20% of Total Price

Proposal Submission

The completed documents in plain sealed envelopes bearing the tender/name, “**TENDER NO UFAA/TM/018/2020-2021: REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF UFAA TENDER MANAGEMENT SOFTWARE-RE-ADVERT**” should be addressed to: -

The Chief Executive Officer
Unclaimed Financial Assets Authority
P.O. Box 28235-00200 Nairobi
Tel. +254-4343440/0706866984

And be deposited in the tender box located at the second-floor reception area of Unclaimed Financial Assets Authority, Pacis Centre, Slip Road, off Waiyaki Way Westlands, Nairobi so as to be received on or before **22nd January, 2021 at 10:30 am**. The Technical Request for Proposal documents will be opened immediately thereafter in the Boardroom in the presence of bidders who may wish to witness the opening.

SECTION VI:
STANDARD FORMS OF CONTRACT

- a. ANNEX I – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant
- (k) as employees and assigned to the performance of the Services or any part thereof;
- (l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

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

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

For the purpose of this clause;

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

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

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

2.6.2 By the Consultant

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

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

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

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities	<p>Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:</p> <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or (b) after the termination of this Contract, such other activities as may be specified in the SC.
3.3 Confidentiality	<p>The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.</p>
3.4 Insurance to be Taken Out by the Consultant	<p>The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.5 Consultant's	<p>The Consultant shall obtain the Client's prior</p>
Actions Requiring Client's Prior Approval	<p>approval in writing before taking any of the following actions;</p> <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").
3.6 Reporting Obligations	<p>The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.</p>
3.7 Documents prepared by the Consultant to Be	<p>All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant</p>

**the Property
of the Client**

shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4 CONSULTANT'S PERSONNEL

**4.1 Description
of Personnel**

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

**4.2 Removal
and/or
Replacement
Of Personnel**

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

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

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

**5.2 Change in the
Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise

payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

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

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

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1.1(i) The Chief Executive Officer
Unclaimed Financial Assets Authority

1.4 The addresses are:

Client:
Attention:
Telephone:

Consultant: _____
Attention: _____
Telephone; _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For the Client:

For the Consultant: _____

2.1 The date on which this Contract shall come into effect
Will be agreed by the parties.

Note: *The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

2.3 The date for the commencement of Services is to be agreed between the parties

2.3 The period shall be 6 weeks

ANNEX I
SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

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 Consultant's 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 Services," which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing on _____ *[Insert starting date]* and continuing 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 of 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 a copy of this Contract signed by the Consultant;

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; _____

INTEGRITY PACT (MANDATORY)

Bidder's Oath to fulfill the Integrity Pact

- a. Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: _____, all personnel of _____ and its sub-contractors and agents hereby agree that:
- a) We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Unclaimed Financial Assets Authority (herein referred to as UFAA) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by UFAA for a period of two years. If any unethical behavior is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
 - b) In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favors in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by UFAA for a period of two (2) years. If proven as a fact that we have offered bribes to UFAA or related officials for favors regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by UFAA for a period of two (2) years. If proven that we have offered bribes to UFAA or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by UFAA for a period of two (2) years.
 - c) In case it is proven that we have offered bribes to a related official or a UFAA official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
 - d) We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and UFAA, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
 - e) In addition, I confirm on behalf of the bidder that the details included in the bidder's profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, UFAA to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
 - f) The bidder authorizes UFAA, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a "Special Condition of Contract," and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(CHIEF EXECUTIVE OFFICER)

Full Name: _____

ANTI-CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We of Post Office Box
..... declare that I/ We recognize that Public Procurement
is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We Declare that I/We will not offer or
facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business
associates, in connection with tender No.
..... for or in the subsequent performance of the contract if I/We
am/are successful.

Signed by C.E.O. or Authorized Representative. Name

.....

Designation.....

Signature.....

Date.....

Stamp.....

In case of sub-contracting

Signed by CEO of the firm to be subcontracted

Name.....

Designation.....

Signature.....

Date.....

Stamp.....

FORM OF TENDER – Financial proposal

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission
of tender] for the supply, installation and commissioning of [name and/or description
of the equipment] (hereinafter called "the Tender") KNOW
ALL PEOPLE by these presents that WE of having
our registered office at (hereinafter called "the Bank"), are bound unto
..... [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of
..... for which payment well and truly to be made to the said Procuring entity, the
Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal
of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

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/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

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.
5.

Date Signature of Candidate

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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015. (MANDATORY)

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... (Title)
(Date)

(Signature)

Bidder Official Stamp

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED

Board Secretary