



# **UNCLAIMED FINANCIAL ASSETS AUTHORITY (UFAA)**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**RFP PROVISION OF BUSINESS INTELLIGENCE SOFTWARE TO UNCLAIMED FINANCIAL  
ASSETS: TENDER NO: UFAA/BI/026/2020-2021**

**NOTICE DATE: THURSDAY 7<sup>TH</sup> JANUARY, 2021**

**CLOSING DATE: FRIDAY, 22<sup>ND</sup> JANUARY, 2021 AT 10:30AM**

**(RESERVED FOR AGPO)**

**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: 07.1.2021

Dear Sir/Madam,

### RE: RFP FOR PROVISION OF CONSULTANCY SERVICES ON BUSINESS INTELLIGENCE AND SELF-SERVICE DATA VISUALIZATION: TENDER NO: UFAA/BI/026/2020-2021

Unclaimed Financial Assets Authority invites proposals for the Provision of Business Intelligence Software to Unclaimed Financial Assets.

1.1 Interested eligible firms may obtain tender documents from the Procurement Function **3<sup>rd</sup> Floor Pacis Centre, Westlands, Slip Road, Off Waiyaki Way, Nairobi**, during official working hours upon payment of non –refundable fees of **Kshs. 1, 000.00** in Bankers cheque payable to Unclaimed Financial Assets Authority.

1.2 The tender document can also be accessed and downloaded from the Public Procurement Information Portal website [www.tenders.go.ke](http://www.tenders.go.ke) and the Authority's website: [www.ufaa.go.ke](http://www.ufaa.go.ke). The firms that download the documents must arrange to forward their particulars/contacts to the Procurement Function, UFAA, through email address [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke) before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any.

Completed tender documents in plain, sealed envelope clearly marked "**RFP PROVISION OF BUSINESS INTELLIGENCE SOFTWARE TO UNCLAIMED FINANCIAL ASSETS: TENDER NO: UFAA/BI/026/2020-2021**

' should be deposited in the tender box located on the **2<sup>nd</sup> Floor, Pacis Centre**, so as to reach on or before **22<sup>nd</sup> January, 2021 at 10:30am**.

1.3 The Proposals will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the UFAA Boardroom.

**CHIEF EXECUTIVE OFFICER/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 (hard copies) 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. 2.5.4) 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 tape bind their documents and **PAGINATE** in the correct sequence of all pages for each bid submitted as per mandatory requirement.
- 2.5.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" with a warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, before Friday 22<sup>nd</sup> January, 2021 at 10:30am.**" **BIDDERS WHO MIX TECHNICAL WITH FINANCIAL WILL BE DISQUALIFIED.**
- 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 or as per the technical evaluation criteria:

	<b>Points</b>
(i) Qualification/Technical Capacity of Implementing Personnel.	(20)
(ii) Firm's experience and previous work done	(50)
(iii) Adequacy of the proposed work plan and Methodology in responding to ToRs	(30)
(iv) Financial Score	(20)
<b>Total Points</b>	<b>100</b>

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 fourteen (14) 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 formula 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 10% of the original contract price and shall be accompanied with a surety of similar amount.

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm 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.

## **2.13 Performance Security**

- 2.13.1 Within thirty (30) days of the receipt of notification of award from UFAA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to UFAA.
- 2.13.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.10.3 or paragraph 2.13 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event UFAA may make the award to the next lowest evaluated or call for new tenders.

## 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 (QCBS)**
- 2.1.2 Performance security is required: **Professional indemnity (1% of total contract price)**
- 2.1.3 Technical and Financial Proposals are required: **YES**  
The name, objectives, and description of the assignment are: **RFP FOR PROVISION OF BUSINESS INTELLIGENCE SOFTWARE TO UNCLAIMED FINANCIAL ASSETS: TENDER NO: UFAA/BI/026/2020-2021'**
- 2.1.4 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/Managing Trustee**  
**Unclaimed Financial Assets Authority**  
**P.O Box 28235 - 00200**  
**Nairobi**  
**Tel. +254-4343440/0706866984**  
**Email: procurement@ufaa.go.ke**
- 2.1.5 The Client will provide the following inputs:
  - (i) Provide overall coordination,

- (ii) Provide policy direction to the project,
- (iii) Receive and approve deliverables at the various stages,
- (iv) Working team
- (v) Nominate a liaison officer who will maintain regular contact with the consultants on matters regarding this consultancy
- (vi) Any other assistance required during the course of execution of the contract

2.1.6 (ii) The estimated number of professional staff months required for the assignment is: **Strictly 6 Months**

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

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

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

2.5.2 Consultants must submit an **ORIGINAL** and **ONE** copy of the proposal and must not mix technical with financial

**2.5.3** Annual Maintenance cost, Updates and Upgrades after 12 months required: **YES**

2.5.4 The proposal submission address is: **P.O. BOX 28235-00200 Nairobi**, Information on the outer envelope should also include: **Tender No. UFAA/BI/026/2020-2021: PROVISION OF CONSULTANCY SERVICES ON BUSINESS INTELLIGENCE AND SELF-SERVICE DATA VISUALIZATION**

2.5.5

2.5.4 Proposals must be submitted no later than the following date and time: **22/01/ 2021 at 10.30am**

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 **75%**.

2.7.1 Alternative formulae for determining the financial scores is the following: As indicated in the information to consultants' 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.

2.9.3 Contract shall be prepared by UFAA on the Authority's terms to be signed between UFAA and the winning bidder.

2.9.4 UFAA will compile and respond to all clarifications received on or before **14<sup>th</sup> January, 2021** 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.**

## **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 consultants 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

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## 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: \_\_\_\_\_

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Detailed Tasks Assigned: \_\_\_\_\_

---

### **Key Qualifications:**

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

---

### **Education:**

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

---

### **Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>		3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
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	
Reimbursables	
Miscellaneous Expenses	
<b>Subtotal</b>	_____

#### 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

### TERMS OF REFERENCE FOR PROVISION OF CONSULTANCY SERVICES ON BUSINESS INTELLIGENCE AND SELF-SERVICE DATA VISUALIZATION

#### 1.0 Background

The Unclaimed Financial Assets Authority (UFAA) was established pursuant to the Unclaimed Financial Assets Act 2011, Laws of Kenya. The primary mandate of the Authority is to receive unclaimed financial assets from holders of such assets, safeguard and re-unite them with the rightful owners.

UFAA has operated in Kenya's market since 2014. In view of strengthening evidence-based decision-making agenda, the Authority seeks for an experienced and competent consultancy firm to work with the Authority's Board, Management and staff in developing a Business Intelligence and self-service data visualization infrastructure.

#### 2.0 Objectives

The Authority (UFAA) do invite vendors to implement an on-premise business intelligence and self-service data visualization tool based on identified requirements herewith.

UFAA has identified this gap and is keen to implement a platform that will empower business users in creating quick visualized reports, dashboards, and in generating interactive reports and visualizations in an agile manner. The solution must be capable to respond to the expectations and requirements as scoped herewith.

#### 3.0 Scope of Implementation Work Required

The Scope of Work shall include but may not be limited to:

- i. Supply and install of the Software Packages / Tool as per the requirements provided in the tender document.
- ii. Customization and/or configuration of the proposed software.
- iii. Seamless integration into the UFAA IT landscape, enterprise resource (Navision), CRM system, EDMS and implementation of the required business and technical processes.
- iv. Integrate the data from various sources and perform ETL (Extract Transform & Load).
- v. Onsite Training and Hand over by the local software vendor (Mandatory requirement).
- vi. The solution should provide a minimum of five (5) user access to the BI tool.

#### 4.0 Capabilities of the Solution

This section outlines the requirements of the solution that UFAA intends to implement to satisfy the reporting requirements. As such, the solution should include:

- i. Render both preconfigured and user-customized visual displays of data and trends into digital interactive dashboards.
- ii. Aggregate data from a data warehouse, local databases, Excel and flat files.
- iii. Provide an on-premise solution.
- iv. Be easy to administer from license point of view.
- v. A single license should provide the full spectrum of tools required for implementing BI.
- vi. The single license should include the capabilities of ETL, data warehouse and reporting to an interactive dashboard.
- vii. License should provide the users the ability to convert the graphs and charts into reports in spreadsheets and PDF.
- viii. Not require a pre-defined cube structure. As senior management and analysts request new reports across different aspects of the business, they must be able to quickly and easily collate the information without needing to go to I.T for support.

- ix. Users should experience zero wait time as the application performs the calculations needed to deliver the aggregations users request.
- x. The application should integrate and standardize data from the disparate data sources into an easy-to-understand interactive visual display.
- xi. Is highly configurable and flexible to support numerous graphical representations that can be navigated by non-technical end users.
- xii. Dashboards should be available on all mobile devices without the need for additional development. The preference is for HTML 5 format, without the need to install specific software on mobile devices and should have the same analytics capabilities as the desktop version.

## 5.0 Dashboards

The Following is the planned scope of interactive dashboards. This will include but not limited to:

### a) Holders Portfolio Performance

- Unclaimed Assets Fund Overview
- Compliance Performance
- Asset Category Analysis
- Sector Compliance
- Holders' Audit Analysis
- Holder's Reporting History
- Penalty Assessment

### b) Claims Portfolio Performance

- Processed claims summary
- Original owner claims performances
- Beneficiary claims performance
- Cash and non-cash assets reunification Trends
- Claim duration overview
- Geographical analysis of claims

### c) Investment Portfolio Performance

- Trust Fund Status
- Investment summary and performance
- Income projections from Trust Fund

### d) Performance Analysis

- Defined yearly performance contract and Balanced Scorecard (BSCs) trends
- Procurement plan spend analysis
- Market survey analysis

### e) Risk and exception Analysis

- Real-time availability of data for auditors based on the provided template
- Identifying the duplicates
- Maker –Checker Analysis
- Bedford's Law
- Other Data Analytics required by Audit

### f) System Usage Analysis

- Analytics of system usage by Staff

- Measuring the UFA System access time by Privilege, Module, Username and IP
- Information of captured for all Claims transactions
- UFA Systems Audit Log Analysis

**g) Other to be defined technical parameters, etc.**

**6.0 Timeline**

The consultancy is expected to take **up to six (6) months** from the date of signing the contract. The selected consultant will be expected to demonstrate how this will be achieved through the work plan and methodology. Further the consultant will be expected to provide and **Annual Maintenance and license upgrades/updates for the next 12 months** effective from the date of project hand over.

**7.0 MANDATORY REQUIREMENTS**

<b>Item</b>	<b>Mandatory Requirements (MR)</b>	<b>YES/NO</b>
MR 1	Valid copy of Registration Certificate/Certificate of Incorporation	
MR 2	Valid copy of Tax Compliance certificate for the firm	
MR 3	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR 4	Valid copy of Business Permit (County Government)	
MR 5	Dully filled Tender Securing Form in the format provided	
MR 6	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 7	Must complete a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices in the format provided	
MR 8	Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement in the format provided	
MR 9	Submission of original & copy of tender document properly <b>TAPE BOUND</b> and <b>PAGINATED in the correct sequence</b> and all pages <b>MUST</b> be initialed & stamped. <b>NB: Spiral binding and box files shall lead to disqualification</b>	
MR 10	Valid Manufacturer Authorization Form from the proposed OEM's/manufacturer confirming Authorizing the bidder to submit a bid and warranty and support for the proposed software	

**NB: Failure to meet any of the above mandatory requirements will lead to disqualification from further evaluation.**

## 8.0 Technical and Functional Mandatory Requirements/Specifications

**Compliance Definition:** The compliance column of the compliance summary statement shall contain one and only one of the following acceptable compliance statements

Compliance Statement	Meaning
Fully Compliant	The offered solution service is fully compliant with the requirement of the clause as written, without any interpretation or modification. Details should be given.
Partially Compliant	The offered solution doesn't fully comply with the requirement of the clause or is still under development. The answer must clearly separate and explain the compliant part and the non-compliant part. For the non-compliant part, an alternative solution may be proposed or if under development, then roadmap item reference and general availability timeline must be provided
Not Compliant	The offered equipment/solution/service does not comply with the requirements of the clause. The Vendors are asked to give details concerning this noncompliance and the details of a possible alternative solution

No.	Requirement	Compliance	Comments
<b>Capability</b>			
1	Ability to expose any database dimensions as interactive filters for dynamic querying		
2	Ability to search across entire application from a single search interface		
3	Ability to drill down/up/across data without a pre-defined drill-path- users can answer any question whether or not it was defined in advance		
4	Ability to do in-memory data analysis across all the data.		
5	Ability to combine multiple/different graphs, charts, pivot/cross tables, and other visualization objects with custom drill downs		
6	Ability to conduct comparative analysis across different charts within the same dashboard page		
7	Ability to perform custom calculations		
8	Analytical features like ranking, filtering, sorting, group by, etc.		
9	Ability to connect to and visualize different data sources ranging from flat files, Excel and our databases.		
10	The tool should be recognized in the leaders quadrant by Gartner & BARC in their BI report at least for the last 5 years in a row		
11	Ability for selections to be applied automatically across multiple pages/tabs within the same user interface.		
12	Ability to memorize, organize, and revisit previous visualization/analysis scenarios, including filtering criteria and associated underlying data (e.g. bookmarks)		
13	Ability for different users to share and interact on common dashboards, and add comments/notes.		

14	Ability to use conditional formatting to set data alerts which highlight data exceptions.		
15	Ability to take a snapshot of data in time and interact through the dashboard(s) off-line		
16	Ability to interact with data at the meta data level without having to comprehend the complexities of the underlying data or database, eliminating the need for coding and SQL.		
17	Flexible formatting and presentation layout options to allow for user friendly interfaces		
18	Support for mobile deployment with no additional coding required; including Android, iPhone, iPad		
19	Real-time collaboration capability; regardless of user type or location of access		
20	Real-time collaboration capability; regardless of user type or location of access		
21	User Management capability: tool shall leverage existing Sig Sign On mechanisms such as LDAP, Windows AD, ODBC users etc		
22	Application designers (power users) must be able to rapidly design and deploy complex data dashboards and analysis capability		
23	Ability to provide a free-form User Interface. Out-of-the box users should be able to drop objects anywhere on the screen.		
24	Ability to create pixel-perfect static reports and schedule their distribution as an email or SMS within the platform.		
25	Ability to export reports in different formats (PDF, XLS, HTML etc.)		
26	Ability to create libraries of dimensions and measures allowing self-service within consistently managed parameters.		
<b>Data Management, Security &amp; Governance</b>			
27	Ability to blend independent sets of data to different charts within a single dashboard page		
28	Ability to join data between data attributes automatically		
29	Should support multiple join types; INNER, OUTER, LEFT, RIGHT, etc.		
30	Ability to create access rights groups and provide access at different privilege levels		
31	Provide a single product that can support the ability to connect to data, provide ETL functionality and also the User Interface.		
32	Audit trail capability on specific activities and/or objects		
33	Data queries generated as result of user interaction with the applications must not affect existing performance of the transactional database it is pulling data from.		
34	Ability to schedule dependent tasks; that can be driven by a data event or manually.		
35	Solution should be implemented on premise without moving the data to any public or private cloud environment		

36	Solution should provide perpetual licenses for the organization to benefit from the solution without any mandatory periodic license fees		
37	Users should access all their dashboards and static reports from a single portal.		
<b>Extensibility</b>			
38	Open API to build custom extensions for integration into existing web-based applications		
39	Ability to add external/new charts to the tool?		
40	Ability to add third party extensions and capabilities which seamlessly extend the capability of the platform.		

**NB: Failure to meet the above mandatory technical requirements will lead to disqualification**

### 9.0 Technical Evaluation Criterion

Area	Technical Evaluation Criterion	Score (Marks)
<b>A. Capability of the firm, Past Performance &amp; Methodology (Total Score = 80 Marks )</b>		
<b>Capability of the firm, Past Performance and Methodology</b>	<b>Experience</b> (Specific experience of the firm related to the assignment) The Firm shall provide at least 5 reference sites/ institutions where they have handled similar work. Include contact persons. (3mks per site/institution)	15
	Provide evidence of having <b>implemented a Business Intelligence and Self-service Visualization tool</b> in the last 5 years by submitting at least <b>five (5)</b> LSOs, Contracts or reference letters of recommendations (5mks per contract/Evidence)	25
	<b>Methodology :</b> Firms are expected to demonstrate an understanding of the terms of reference by providing the following: - 1.Technical Approach on how <b>EACH</b> of the capabilities of the solution and Dash boards will be met <b>(30mks)</b> ;  i. Matching the scoped capability of the solution (12mks) ii. Matching the outlined Dash boards requirements (18mks) iii. Proposed Work Plan (3mks) iv. Proposed Training Plan for Knowledge transfer (2mks) v. Illustrative Service Level Agreement (SLA) (3mks) vi. Documentation (2mks)	40
<b>B. Qualifications &amp; Competence of the Key Staff for the Assignment :(Total Score = 20 Marks)</b> The key experts should provide the assignments they have undertaken with their reference contacts. Attach CVs accompanied by <b>certified copies of academic and specialization certificates</b> for key personnel proposed for administration and execution of the assignment.		

Area	Technical Evaluation Criterion	Score (Marks)
<b>NB:</b> 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 Authority.		
<b>Lead Consultant</b>	1. Degree in Business Management or related field <b>(1mk)</b> 2. Relevant professional certification such as PRINCE2, PMI, etc. <b>(2mks)</b> 3. At least 8 years of experience in project management assignments. Give a minimum of three similar projects <b>(1mks per project)</b>	6
<b>Support Technical staff (2)</b>	1. At least a Degree in IT or related field - <b>(2mks)</b> 2. Relevant certification in Data Analytics <b>(2mks)</b> 3. At least 3 years of experience in Data Analytics and Visualization. Give a minimum of five (5) similar projects that are relevant. <b>(1mks per project)</b>	14

**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 they intend to meet the requirements against the minimum specifications. Responses to compliance of technical specifications in any other way other than clause by clause will be treated as **NON-RESPONSIVE**.
3. 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.

***NB: Firms that achieve 75% and above marks will be invited for financial opening. Those achieving less than 75% will be discontinued form further evaluation.***

### **10.0 Financial Evaluation Stage**

The financial proposals shall be put in a separate envelope to be opened only for bidders that score over 75% marks during detailed technical evaluation. Bidders that score below 75% will have their financial bids returned unopened.

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.

#### **a. 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 award and invited for negotiations per Assignment.**

**10.0 Cost of Ownership (Financial Bid) – Separate Envelope**

This section outlines the requirements for Bidder response for the Cost. Bidder must provide a detailed breakdown of the solution components based on the requirements in this RFP. Rates quoted should be inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after the tender opening.

The breakdown must cover all but not limited to the below

- 1- Software licenses
- 2- Implementation services
- 3- On-site Training
- 4- Support
- 5- Annual recurrent costs of licenses if applicable

If not captured in the table, kindly amend as necessary

NO	ITEM DESCRIPTION	QTY	UNIT PRICE KSHS	TOTAL PRICE KSHS	VAT (where Applicable)	TOTAL PRICE INCLUSIVE OF TAX
1	Implementation, professional and customization cost of the solution					
2	License Fees	5				
3	Training and Knowledge Transfer					
3	Annual Maintenance cost, Updates and Upgrades after 12 months					
4	Any other Cost ( Indicate other costs)					
	<b>Total</b>					

**11.0 Payment**

The consulting firm will be paid according to 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.

	Milestones and Payment timelines	% Payment Rate
A	Within 30-days on project order and inception report presentation upon contracting	15% of Total Price
B	Within 30-days upon successful closure on project scoping, implementation of dashboards and training of end users and lead ICT Staff Intensive Training. This will follow due report acceptance by UFAA competent Authority	25% of Total Price

C	Within 30-days upon successful project testing, software roll-out/installation, re-testing and acceptance of results report(conclusion of project sign-off/decommissioning) by UFAA competent Authority	50% of Total Price
D	Within 30-days upon the expiry of the warranty period's report notification	10% of Total Price

### Clarifications

All requests for clarification should be in writing and emailed to: [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke). No clarifications shall be issued to individual bidders. UFAA will compile and respond to all clarifications received on or before **14<sup>th</sup> 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.**

### b. Proposal Submission

The completed documents in plain sealed envelopes bearing the tender/name, **"TENDER NO: UFAA/BI/026/2020-2021: FOR PROVISION OF CONSULTANCY SERVICES ON BUSINESS INTELLIGENCE AND SELF-SERVICE DATA VISUALIZATION"** should be addressed to:-

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

And be deposited in the tender box located at the Reception on second floor- Unclaimed Financial Assets Authority, **Pacis Centre, Slip Road, off Waiyaki Way Westlands, Nairobi** so as to be received on or before **Friday, 22<sup>nd</sup> January 2021 at 10:30 am**. The bid documents will be opened immediately thereafter in the Boardroom and in the presence of bidders who may wish to attend.

Bidders are advised **NOT TO MIX TECHNICAL WITH FINANCIAL PROPOSALS**. Submit ONE original and a COPY of each (technical and financial) proposals. Mixing of financial with technical **SHALL LEAD TO AUTOMATIC DISQUALIFICATION**.

## 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

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or

<b>Conflicting Activities</b>	<p>indirectly in any of the following activities:</p> <p>(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</p> <p>(b) after the termination of this Contract, such other activities as may be specified in the SC.</p>
<b>3.3 Confidentiality</b>	<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>
<b>3.4 Insurance to be Taken Out by the Consultant</b>	<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>
<b>3.5 Consultant's</b>	<p>The Consultant shall obtain the Client's prior</p>
<b>Actions Requiring Client's Prior Approval</b>	<p>approval in writing before taking any of the following actions;</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").</p>
<b>3.6 Reporting Obligations</b>	<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>
<b>3.7 Documents prepared by the Consultant to Be the Property of the Client</b>	<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 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</p>

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**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and

**in certain  
Activities**

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; \_\_\_\_\_

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter called "the Procuring entity) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [contract price in words and figures] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**TENDER SECURING DECLARATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date:..... *[of Bid Submission]*

Tender No.....

To: Unclaimed Financial Assets Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Two years** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: .....  
*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]* Dated on

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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

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

**SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the 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 servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

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

..... (Title)  
(Signature) (Date)

Bidder's Official Stamp

**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

FORM OF TENDER

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**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)

**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]

**BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, .....  
[name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<p><b>Part 1 – General:</b>                  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 .....</p>																																		
<b>Part 2 (a) – Sole Proprietor</b>																																		
Your name in full ..... Age ..... Nationality ..... Country of origin ..... <ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>																																		
<b>Part 2 (b) Partnership</b>																																		
Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
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<b>Part 2 (c) – Registered Company</b>																																		
Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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Date ..... Signature of Candidate .....																																		

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

## 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.

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[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.

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary