



**UNCLAIMED FINANCIAL ASSETS AUTHORITY
(UFAA)**

REQUEST FOR PROPOSAL (RFP)

FOR

**THE PROVISION OF QUALITY MANAGEMENT SYSTEMS CONSULTANCY
SERVICES:-TENDER NO: UFAA/QM/022/20/21-RE-ADVERTISED**

NOTICE DATE: TUESDAY 23RD, FEBRUARY, 2021

CLOSING DATE: WEDNESDAY, 3RD MARCH, 2021 AT 10:30AM

(OPEN TO GENERAL PUBLIC)

FEBRUARY, 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: 23.2.2021

Dear Sir/Madam,

RE: THE PROVISION OF QUALITY MANAGEMENT SYSTEMS CONSULTANCY SERVICES TENDER NO: UFAA/QM/022/20/21- READVERTISED

Unclaimed Financial Assets Authority invites proposals for the provision of quality management systems consultancy services -Re-advertised.

- 1.1 Interested eligible firms may obtain tender documents from the Procurement Function **3rd 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 and the Authority's website: 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 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 FOR PROVISION OF QUALITY MANAGEMENT SYSTEMS CONSULTANCY SERVICES: TENDER NO: UFAA/QM/022/20/21**" should be deposited in the tender box located on the **2nd Floor, Pacis Centre**, so as to reach on or before **3rd March, 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 four [4] 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 Wednesday, 3rd March, 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:

	Points
(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)

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative 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. Where there is a tie in combined score, the Authority will engaged the firms in competitive negotiation to ascertain the winner.
- 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: **YES, 10% of total bid price**
- 2.1.3 Technical and Financial Proposals are required: **YES**
- The name, objectives, and description of the assignment are: **PROVISION OF QUALITY MANAGEMENT SYSTEMS CONSULTANCY SERVICES: TENDER NO: UFAA/QM/022/20/21-RE-ADVERTISED**
- 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 24 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]: **Prices quoted must be inclusive of 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 The proposal submission address is: **P.O. BOX 28235-00200 Nairobi**, Information on the outer envelope should also include: **TENDER NO: UFAA/QM/022/20/21: PROVISION OF QUALITY MANAGEMENT SYSTEMS CONSULTANCY SERVICES-RE-ADVERTISED.**

2.5.4 Proposals must be submitted no later than the following date and time: **3.3.2021 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 **68%**.

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 Negotiation will be carried out with the winning bidder before contract signing. Where two or more firms tie in combined technical score, the Authority will engage them in competitive negotiation to ascertain the winner.

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 **26th February, 2021** that is, at least four (4) 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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

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

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR PROCUREMENT OF A QUALITY MANAGEMENT SYSTEMS (QMS) CONSULTANT /ISO 9001: 2015 EXPERT

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.

In line with the Authority's Strategic plan 2018-2023, UFAA is keen to establishing and maintaining ISO 9001:2015 Quality Management System; and further sustain commitment to continual improvement in the provision of quality services to customers, by meeting statutory and regulatory requirements. To this end, the Authority strives to:

- a) Reunite rightful claimants with their assets in a timely manner
- b) Embed processes that results in satisfied customers and stakeholders
- c) Uphold ethics and the rule of law
- d) Ensure regulatory compliance

Implementation of a Quality Management System will help the Authority to achieve the above goals by ensuring there is a coordinated and direct approach to UFAA's activities and initiatives intended to meet customer, statutory and regulatory requirements, besides in meeting its effectiveness and efficiency on a continuous basis.

2.0 QUALITY MANAGEMENT SYSTEM (QMS)

The ISO 9000 family addresses various aspects of quality management and contains some of the ISO's best known standards. The standards provide guidance and tools for organizations to ensure that their products and services consistently meet customer's requirements, and that quality is consistently improved.

ISO 9001: 2015 set out the criteria for a quality management system. This standard is based on a number of quality management principles including a strong customer focus, the motivation and implication of top management, the process approach and continual improvement among others. ISO 9001:2015 helps to ensure that customers get consistent, good quality products and services, thus improving services delivery.

The quality management system is designed to govern all activities pertinent to the quality of the organization's products and services. It involves all phases and processes in an organization that would lead to satisfaction of customer requirements.

3.0 SCOPE OF WORK TO BE UNDERTAKEN

1. Conduct gap analysis to establish UFAA's status level to the requirements of ISO 9001: 2015,
2. Carry out refresher trainings of top management, ISO steering committee and staff on systems requirements; establish QMS and the necessary documents (i.e. ISO 9001:2015 mandatory documents, records and review of Authority's procedures);
3. Implement refresher training of ISO 9001: 2015 Internal auditors; and guide internal audits, Management Review Meetings and conduct a pre-certification audit to establish the readiness of the QMS system for certification;
4. Provision of handholding during the certification process and in subsequent surveillance audits

Therefore, the Authority intend to procure the services of an expert consulting firm to assess the extent of QMS implementation at the Authority, guide the process of documentation, related reviews and validation of the processes and procedures at the Authority, thereby ensuring an institutionalized Quality Management System that is in line with ISO 9001: 2015 QMS requirements leading to ISO 9001:2015 Certification and ensuring that the QMS is working for UFAA. Further, the Authority requires that the QMS be integrated with already existing UFAA processes to ensure quick adoption, ease of certification and that the QMS must not disrupt the main operations of the Authority, but be a complementary undertaking that enhances the Authority's mandate realization.

Towards the realization of this QMS endeavor, key success elements shall include:

- a. Implementing a Quality Management System
Aim at improving process consistency and interactions to better enhance customer satisfaction by driving UFAA certification against ISO 9001:2015
- b. Continual Improvement
Ensure the QMS is able to demonstrate continual improvement.
- c. Integration and consolidation
To ensure business alignment, the QMS shall be implemented as an integrated management system complementary to UFAA implemented Information Security Management System (ISMS), Business Continuity Management System (BCM) and Institutional Risk Management Framework (IRMF)
- d. Knowledge Transfer
In ensuring the QMS become a living practice and is a mainstreamed part of UFAA, sufficient knowledge transfer shall be facilitated to involved UFAA parties.
- e. QMS Automation
In strengthening efficiency and effectiveness in service delivery, automating of the QMS and supporting processes shall be undertaken.

In this respect, the consulting firm shall be expected to do the following:

1. Undertake a gap analysis and provide a report
2. Develop an implementation plan
3. Provide all the necessary trainings to staff –notably top management sensitizations, implementers and champions, general awareness to staff and internal auditor QMS trainings
4. Lead in the developing of the Quality Management System (QMS)/documentation of the QMS including the (statement of) quality policy; quality objectives for the Authority and respective units/departments or processes; quality manual; standard operating procedures, records, controls and work instructions (where necessary) to fully meet the requirements for ISO 9001:2015 and provide verification for effectiveness as required.
5. Lead in the implementation of the established QMS through practical application of: -
 - a) Quality Management Principles
 - b) Requirements of ISO 9001:2015 Standard
 - c) Requirements of established Organization QMS
 - d) Statutory and regulatory requirements
 - e) Generation and Maintenance of QMS records
6. Lead in the management of Internal Quality Audit of the Authority

7. Lead in the management of certification of Unclaimed Financial Assets Authority including audit scheduling; execution of audits; preventive and corrective actions implementation; presentation and keeping records of management reviews of the QMS; certification and surveillance contract management.
8. Lead in identification of key areas for continual improvement; document a continual improvement plan; and report on the implementation of continual improvement activities as planned.
9. Facilitate in identification of key areas for QMS automation and attendant suitable tools that will enable automation. Further, undertake the QMS automation.

The above is the outline of the basic framework of documents, processes and procedures that the consulting firm shall be expected to develop while working with UFAA staff and management as documents and records deemed necessary by the Authority, in line with the requirements of ISO 9001:2015

Note: In order to eliminate possibility of conflict of interest, the consultancy firm that shall provide the development and implementation of the QMS services to the Authority shall not be legible to neither carry out the certification audit nor certify the Authority on ISO 9001:2015 standard.

4.0 EXPECTED DELIVERABLES AND OUTPUTS

The key output from this assignment will be an established, implemented and maintained ISO 9001:2015 Quality Management System at the Authority.

The Assignment's milestones to include;

- i. Inception report including a project plan, upon contract signing.
- ii. Gap analysis report
- iii. Reports for the following:
 - a. Management and staff sensitization
 - b. Training of the documentation/process owners or champions
 - c. Documentation development, review and validation
 - d. Training of QMS Internal quality auditors
 - e. Internal Quality Audit report
- iv. The following QMS documentation for UFAA that fully meets all the requirements of ISO 9001:2015 where applicable:
 - a. The Quality Policy
 - b. Quality Objectives
 - c. Quality Manual
 - d. Procedures and Work Instructions, as applicable.
 - e. Records and Forms, as applicable.
- v. Facilitated certification of Unclaimed Financial Assets Authority on ISO 9001: 2015 QMS including due audit scheduling, execution of audits, corrective actions implementation and liaison on certification with ISO 9001:2015 certifying bodies and or agents. The consulting firm shall lead in executing the required functions before the Authority applies for the certification audit including carrying out an internal audit; presentation to UFAA management for management review of the findings of the audit, institute corrective action and preventive measure, as may be necessary in liaison with assigned UFAA staff.
- vi. Provision of oversight/assistance in ISO 9001: 2015 QMS maintenance and surveillance contract management at the Authority.

- vii. Undertaken identification of key areas for QMS continual improvement; document a QMS continual improvement plan; and report on the implementation of continual improvement activities as planned within the Authority.
- viii. Undertaken identification of key areas for QMS automation, provision of suitable QMS automation tools and conducted QMS automation.

5.0 TIMELINE

The consultancy assignment is expected to take 2 years (**i.e. 24 Months**) from the date of signing the contract. The selected consulting firm will be expected to demonstrate how this will be achieved through the work plan and methodology.

6.0 TERMS OF 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.

	Milestone	% Payment
A	Submission and acceptance of inception report including a project plan (developed implementation plan), upon contract signing.	0% of Total Price
B	Submission and acceptance of QMS Gap analysis report; and submission and acceptance by UFAA Accounting Officer of reports for the following: <ul style="list-style-type: none"> i. Management and staff sensitization ii. Training of documentation team/process owners/champions 	10% of Total Price
C	<ul style="list-style-type: none"> i. Submission and acceptance by UFAA Accounting Officer of reports on QMS documentation development, review and validation that fully meets all the requirements of ISO 9001:2015 standard where applicable, including but not limited to the quality policy, quality objectives, quality manual, procedures and work instructions, records and forms. ii. Training of QMS Internal Quality Auditors and report/s on Internal Quality Audit; development and presentation of Management Review report/s to UFAA Accounting Officer 	30% of Total Price
D	Facilitation to successful ISO 9001:2015 certification of UFAA through prior implementation of audit scheduling, execution of audits, preventive and corrective actions undertaking; and liaison on certification process with ISO 9001:2015 certifying bodies and or agents. Note: UFAA shall meet certification cost.	10% of Total Price
E	<ul style="list-style-type: none"> i. Undertaken identification of key areas for QMS continual improvement; documented a QMS continual improvement plan; and submission and acceptance of the report on the implementation of continual improvement ii. Provision of oversight on ISO 9001: 2015 QMS surveillance contract management at the Authority. 	30% of Total Price
F	<ul style="list-style-type: none"> i. Submitted and accepted report on identified key areas, phases and processes for QMS automation at the Authority. ii. Provision of suitable QMS automation tools and undertaken QMS automation at UFAA through QMS project automation’s commissioning, execution and decommissioning. 	20% of Total Price

7.0 COUNTERPART RESOURCES

The Authority will avail staff member(s) to provide the needed support including relevant reference documents and logistical arrangements where necessary. Moreover, the Authority will provide feedback and approvals on relevant reports from time to time.

8.0 QUALIFICATIONS OF THE CONSULTANT

The Authority is looking for a highly qualified firm to undertake the assignment in line with the Technical Evaluation Criteria.

9.0 EVALUATION CRITERIA

Only firms that achieve the set pass mark at Technical Evaluation Stage will be eligible to proceed to the financial evaluation.

The purpose of the RFP process is to secure the service provider most capable of providing the services specified in this document. Selection of the service provider will be made solely on the basis of the most responsive proposal submitted by a qualified proposer that satisfies all requirements described in these terms of reference.

PRELIMINARY EVALUATION CRITERIA

This will be based on the provision of mandatory statutory requirements.

a) MANDATORY REQUIREMENTS (MR) CRITERIA

Item	Mandatory Requirements (MR)	YES/NO
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	Original Tender Security of Kenya Shillings 105,000.00 from a reputable bank in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), or guarantee by Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document	
MR 6	Valid copy of CR12 form issued by Registrar of Companies	
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 TAPE BOUND and PAGINATED in the correct sequence and all pages MUST be stamped. NB: Spiral binding and box files shall lead to disqualification	

NB/: *The submission of the above items is mandatory. Failure to attach the same shall lead to automatic disqualification.*

TECHNICAL EVALUATION

This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used: -

Weightage: The total technical score will carry 80% and 20% for financial score of overall evaluation score (combined Technical and Financial score).

STAGE 1 - TECHNICAL EVALUATION

	CRITERIA	Sub - score	Maximum SCORES
Firm's relevant Experience for the Assignment			
1	<p>Experience of the firm in the establishment and maintenance of ISO 9001: 2015 QMS</p> <p>i. Provide Project data sheets of five (5) similar assignments done in the past three years (1 mark each).</p> <p>ii. Provide Signed-off five (5) complete references, with telephone and email addresses from each recommending party in respect to the above projects undertaken in the last three (3) years. Each of these references should include a brief explanation of the kind of work undertaken and results realized. (4 Marks each)</p>	25	25
2	<p>Experience of the firm in the development and maintenance of ISO 9001: 2015 QMS in the financial or commercial sector</p> <p>Provide evidence of ISO 9001: 2015 QMS frameworks your firm developed and maintained in public sector entities in the financial regulatory sector, up to a max of three (3) sample reference reports, in the last three (3) years. Attach reference letters on company letter heads showing contact details and contact person. (5 marks reference letters or completion certificates).</p>	15	15
Methodology and Approach			
1	<p>Firm's Technical Approach -</p> <p>a. Illustrate how you will establish ISO 9001:2015 QMS at Unclaimed Financial Assets Authority (UFAA) (10 Marks)</p> <p>b. Highlight how you will mainstream the maintenance of ISO 9001:2015 QMS at UFAA, citing requisite key success factors; and demonstrate what you will do for these success drivers to hold or stick. (5 Marks)</p> <p>c. Demonstrate how continual improvement and knowledge transfer will be undertaken in ISO 9001:2015 QMS Performance at UFAA (5 Marks)</p> <p>d. Provide Complete training plan for knowledge transfer for cited project stakeholders (10 Marks)</p>	30	30

	CRITERIA	Sub - score	Maximum SCORES
Firm's relevant Experience for the Assignment			
2	<p>a. The firm must be registered as an ISO Expert Firm/Consultant by a recognized body and in good professional standing- evidence it by attachment of relevant certificate(s) (3Marks)</p> <p>b. Demonstrate ability to achieve deadlines and flexibility in meeting UFAA's needs with relevant work plan (2 Marks).</p> <p>c. And overall composition and structure of the team, including allocation of tasks and its adequacy and relevance (Work Plan) in meeting the TORs. (5Marks)</p>	10	10
Human Resource Capacity			
	<p>The Team:</p> <p>1. Lead Consultant:</p> <p>i. A Master's Degree, Bachelor's degree (Attach Certificates) (2 Marks)</p> <p>ii. Professional qualifications in Quality Management Systems (QMs) (Attach Certificate/s) (2 Marks)</p> <p>iii. Professional membership to relevant Quality Management Body(Provide copy of valid membership (2Marks)</p> <p>iv. At least five (5) years of experience in similar assignments and in financial or commercial sector , (Attach detailed and signed CV) (5 years or more- 4 marks, less than three years – 0 marks)</p> <p>2. Co-lead Consultant:</p> <p>i. A Bachelor's degree (Attach Certificates) (1 Marks)</p> <p>ii. Professional qualifications in QMS(Attach Certificate/s) (2 Marks)</p> <p>iii. Professional membership to relevant Quality Management Body(Provide copy of valid membership (2 Marks)</p> <p>iv. At least five (5) years of similar assignments , in similar organizational complexity (Attach detailed and signed CV) (5 years or more- 3 marks, less than three years – 0 marks)</p> <p>3. At least One (1) support staff: Individuals that <i>have</i> requisite qualifications with at least two (2) years' experiences in providing ISO 9001:2015 consultancy services. <i>The firm may propose experts with skills relevant to assignment. (please attach CVs)</i> (2 Marks)</p>	20	20

	CRITERIA	Sub - score	Maximum SCORES
Firm's relevant Experience for the Assignment			
	<p>NOTE:</p> <p>i. For all lead, co-lead and associate/support team consultants, you will demonstrate their availability during assignment;</p> <p>ii. In case of any of these staff replacement, it shall be with concurrence of UFAA's accounting Officer. Provide <u>certified copies</u> of academic and professional certificates, of proposed staff.</p>		
	Total		100

Presentations:

Bids that score equal or above 68% in the Technical evaluation stage will proceed to financial evaluation stage. Bidders that score less than 68% shall be treated as non-responsive and will not be evaluated further. Experience claimed, but not substantiated with specific work assignments may be awarded zero points. It is essential that the elements contained in the bid be stated in a clear and concise manner. Failure to provide complete information as requested will be to your disadvantage. All supporting documents will be verified with relevant authorities and any falsification shall lead to disqualification.

STAGE 2: FINANCIAL EVALUATION

Financial Evaluation

The firm shall quote inclusive of VAT.

Weightage: This will carry a total of 20% of the overall evaluation score.

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

The following formula shall be used: T.S (80%) + F.S (20%) = T.T.L (100%)

T.S = Technical Score (as evaluated above) 80

F.S = Financial Score (as evaluated above) 20

T.T.L = Total Score 100

The bid with the highest combined Technical and Financial Score will be awarded the tender and invited for negotiations with client.

Note- Prospective Bidders **may be** interviewed as part of the evaluation process, at their own expense. Bidders who score 68% and above of the technical score will proceed to financial evaluation and others disqualified.

FINAL AWARD

The proposal will be evaluated based on Quality & Cost Based Selection (QCBS) method. 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%*0.8 and Financial Percentage, P = Sf%*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**.

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

CLARIFICATIONS

All requests for clarification should be in writing and emailed to: procurement@ufaa.go.ke. UFAA will compile and respond to all clarifications received on or before **26th February, 2021 at 5.00PM** that is, at least four (4) days prior to the closing date.

PROPOSAL SUBMISSION

Bidders are advised **NOT TO MIX TECHNICAL WITH FINANCIAL PROPOSAL**. Bidders shall submit ONE original and a copy of both technical and financial proposals. Mixing of financial with technical **SHALL LEAD TO AUTOMATIC DISQUALIFICATION**

The completed documents in plain sealed envelopes bearing the tender/name, **“TENDER NO UFAA/QM/022/20/21: REQUEST FOR PROPOSAL FOR THE PROVISION OF QUALITY MANAGEMENT SYSTEMS CONSULTANT-RE-ADVERTISED”** should be addressed to: -

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

And be deposited in the tender box located at the second-floor reception area of Unclaimed Financial Assets Authority, Pacis Centre, Slip Road, off Waiyaki Way Westlands, Nairobi so as to be received on or before **3rd March, 2021 at 10:30 am**. The Proposal documents will be opened immediately thereafter in Boardroom in the presence of bidders who may wish to witness the opening.

SECTION VI: STANDARD FORMS OF CONTRACT

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.

SECTION VI: STANDARD FORMS

ANNEX I – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

Special Notes

2. 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.

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)

**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 undertake to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

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

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

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>Part 1 – General: Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No. Fax E mail Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch</p>																																		
Part 2 (a) – Sole Proprietor																																		
Your name in full Age Nationality Country of origin <ul style="list-style-type: none"> • Citizenship details • 																																		
Part 2 (b) Partnership																																		
Given details of partners as follows: <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">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 style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">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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Part 2 (c) – Registered Company																																		
Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">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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3.																														
4.																														
5.																														
Date Signature of Candidate																																		

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

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ...day of20.....

SIGNED

Board Secretary