



UNCLAIMED FINANCIAL ASSETS AUTHORITY (UFAA)

REQUEST FOR PROPOSAL

FOR

**PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY
ASSESSMENT REVIEW OF UFAA INTERNAL AUDIT AND RISK DEPARTMENT: TENDER NO:
UFAA/QA/025/20/21**

NOTICE DATE: TUESDAY, 23RD FEBRUARY, 2021

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

(OPEN TO GENERAL PUBLIC)

FEBRUARY, 2021

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I. Letter of Invitation	4
SECTION II. Information to consultants.....	5
Appendix to information to Consultants.....	5
SECTION III Technical Proposal	16
SECTION IV. Financial Proposal	27
SECTION V Terms of Reference	33
SECTION VI. Standard Forms of Contract	36
Annex I: Small Assignments: Lump-Sum Payments	48

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: 23.02.2021

Dear Sir/Madam,

RE: PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY ASSESSMENT REVIEW OF UFAA INTERNAL AUDIT AND RISK DEPARTMENT: TENDER NO: UFAA/QA/025/20/21

Unclaimed Financial Assets Authority invites proposals for the Provision of Consultancy Services to undertake an External Quality Assessment Review of UFAA Internal Audit and Risk Department.

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 CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY ASSESSMENT REVIEW OF UFAA INTERNAL AUDIT AND RISK DEPARTMENT: TENDER NO: UFAA/QA/025/20/21**" 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)

Table of Contents

	Page
2.1 Introduction	6
2.2 Clarification and amendment of RFP document	6
2.3 Preparation of Technical Proposal	7
2.4 Financial proposal	8
2.5 Submission, Receipt and opening of proposals	8
2.6 Proposal evaluation general	9
2.7 Evaluation of Technical proposal	9
2.8 Public opening and Evaluation of financial proposal	10
2.9 Negotiations	11
2.10 Award of Contract	11
2.11 Confidentiality	12
2.12 Corrupt or fraudulent practices	12

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 unless stated otherwise in the evaluation criteria:

	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)
(iv) Financial Score	(20)

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.
- 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 CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY ASSESSMENT REVIEW OF UFAA INTERNAL AUDIT AND RISK DEPARTMENT: TENDER NO: UFAA/QA/025/20/21**
- 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 3 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: **NO**

2.1.8 Taxes: [Specify *firm's liability: nature, sources of information*]: **Prices to 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/QA/025/20/21: PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY ASSESSMENT REVIEW OF UFAA INTERNAL AUDIT AND RISK DEPARTMENT.**

2.5.4 Proposals must be submitted no later than the following date and time: **03/03/ 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 **80%**.

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 **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 or via email, and must be in reference to the specific parts of the tender document properly numbered. No clarification will be issued after the above 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

Table of Contents

	Page
1. Technical proposal submission form	18
2. Firms references	19
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	20
4. Description of the methodology and work plan for performing the assignment	21
5. Team composition and Task assignments	22
6. Format of curriculum vitae (CV) for proposed Professional staff	23
7. Time schedule for professional personnel	25
8. Activity (work schedule)	26

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):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
Name of Senior Staff (Project CEO/Coordinator, Team Leader) Involved and Functions Performed:	No of Months of Professional Staff provided by Associated Consultants:
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

Table of Contents

	Page
1. Financial proposal submission Form	30
2. Summary of costs	31
3. Breakdown of price/per activity	32
4. Breakdown of remuneration per activity	32
5. Reimbursables per activity	33
6. Miscellaneous expenses	34

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

TENDER FOR THE PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY ASSESSMENT REVIEW OF UFAA INTERNAL AUDIT AND RISK DEPARTMENT (External Quality Assessment Review (EQAR))

Background

The Unclaimed Financial Assets Authority (UFAA) is a State Corporation 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 the assets with their rightful owners.

Specifically, the Authority is responsible for the following: -

1. Enforcing and generally administering the provisions of the Act.
2. Ensuring that holders of unclaimed financial assets surrender them to the rightful owners or to the Authority.
3. Carrying out inspection of unclaimed financial assets to ensure accurate reporting.
4. Ensuring that all relevant information on unclaimed financial assets is submitted to the Authority and maintained in a database.
5. Receiving all unclaimed financial assets required by the Act to be made to the Unclaimed Assets Trust Fund.
6. Assuming custody of the rights of unclaimed financial assets holders in respect of surrendered assets.
7. Locating and notifying owners of the unclaimed financial assets.
8. Making payments out of the Fund to the identified owners of unclaimed financial assets in accordance with the provisions of the Act.
9. Acting as the Trustee to the Fund in accordance with Part V of the Act.
10. Managing and investing the funds of the Authority.
11. Spearheading implementation of unclaimed financial assets policies and procedures.
12. Regulatory and oversight responsibility on matters relating to unclaimed financial assets.
13. Advising the Cabinet Secretary on matters relating to unclaimed financial assets.
14. Performing such other functions as are conferred on it by the Act or other written law.

Bidders are **strongly** advised to acquaint themselves with the provisions of UFAA Act, 2011 and Unclaimed Financial Assets Regulations, 2016.

External Quality Assessment Review (EQAR) of Internal Audit

In line with the International Professional Practices Framework (IPPF/Standards) issued by the Institute of Internal Auditors (IIA), it is required that an External Quality Assessment Review (EQAR) of the internal audit function is undertaken every three to five years. It is against this background that UFAA intends to conduct an EQAR of the Internal Audit function.

The Internal Audit Department is headed by the Manager, Audit and Risk who is in the 2nd level of management in the organization structure. The departments' approved structure has an establishment of two staff; being the Manager and an Internal Auditor. Currently, only the Manager is in-post and recruitment of Internal Auditor is pending approval by the National Treasury. Due to this capacity constraint, the department's capacity is enhanced by outsourcing to professional audit firms since 2016, through a competitive procurement process.

The firm reports to the Manager Audit and Risk who in turn reports to the Board Audit and Risk Committee (BARC) functionally and administratively to the Chief Executive Officer (CEO).

The department provides assurance on governance, risk management and internal controls systems within UFAA. To deliver its work, the department adopts a risk-based internal audit approach and its reports are presented to BARC on a quarterly basis and whenever requested to by BARC.

UFAA recognizes the importance of internal audit in its governance structures and the need to ensure the internal audit function is run in accordance with the best practice and the International Professional Practices Framework (IPPF / Standards) issued by the Institute of Internal Auditors (IIA). In addition, the Government of Kenya through Gazette Notice No 5440 of 8 July 2014 adopted the IPPF for Internal Auditing Standards issued by the IIA. This requires all internal audit functions in state organs and public sector entities to adhere to IPPF. In particular, Regulation 166(3) of the Public Finance Management (National Government) Regulations, 2015 provides that, "...at least once every three years but not more than five years, internal audit units shall undergo a professional assessment of its effectiveness undertaken by a professionally recognized body or institution." In addition, IIA Standard 1300, requires the Head of Internal Audit to develop and maintain a quality assurance and an improvement program that covers all aspects of the internal audit activity. The Standard requires external assessments be conducted at least once every five years by a qualified independent assessor from outside the organization who has no conflict of interest.

Objective

The overall objective of the EQAR is to appraise and give an opinion on whether the internal audit function **complies** with the requirements of the Public Finance Management Act (PFMA), Public Finance Management Regulations (PFMR) and **conforms** with the IPPF and give appropriate recommendations for continuous improvement of the function.

Other objectives of the EQA shall include assessing that the internal audit function:

- a. Achieves its mandate as stipulated in the Internal Audit Charter;
- b. Supports in the achievement of the Corporate Strategic Plan;
- c. Produces quality and reliable services to its stakeholders; and
- d. Complies with the requirements of Public Finance Management Act of 2012 (PFM), Public Finance Management Regulations (PFMR) and conforms with the IPPF, which include the following:
 - i. Independence of Internal Audit;
 - ii. Existence of a formal mandate;
 - iii. Have unrestricted access to information;
 - iv. Has sufficient resources;
 - v. Competent leadership;
 - vi. Competent staff; and
 - vii. Stakeholder support.
- e. Effectiveness of Internal audit in performing 3rd line roles in the IIA 3 Lines Model assurance function integrated into strategic management and governance framework;
- f. Opportunities for improvement.

Scope

The Consultant will be required to:

- a) Undertake an EQAR of the Internal Audit and Risk department in accordance with the requirements of the Public Finance Management Act, 2012 and International Professional Practice Framework as issued by the Institute of Internal Auditors - standard number 1312, - External Quality Assessment.

- b) Review the implementation of the mandate of internal audit and application of IIA Standards in the provision of assurance and consulting services.
- c) Determine whether the internal audit department is fulfilling the mandate of its charter vis-a-vis the expectations of UFAA and stakeholders.
- d) Review and where necessary recommend improvements to the Internal Audit Charter, Audit Plans and Procedures.
- e) Review and where appropriate recommend improvements to the tools and techniques employed by internal audit in planning, executing, reporting and following up on audit engagements.
- f) Assess internal audit's practices against published best practice and best performing peers in the areas of right staffing, compensation, mix of knowledge, experience and disciplines within the staff compliment.
- g) Review whether the internal audit is complying with applicable requirements such as the Public Finance Management Act, 2012, Mwongozo (Code of Governance for State Corporations) and any other expected requirements.
- h) Assess the efficiency and effectiveness of the risk management practices, policies and procedures and where necessary make recommendations for improvements.
- i) Identify opportunities and offer ideas and counsel to the Manager, Audit and Risk for improving the effectiveness and performance of internal audit department.

The EQAR exercise is confidential. The results are to be presented to the Manager, Audit and Risk, the Chief Executive Officer and Chair of the BARC.

Project approach

The consultant will:

- a) report to the Manager Audit and Risk.
- b) be expected to make recommendations, and provide other information as necessary to the Board Audit and Risk Committee.
- c) be expected to work with the Manager Audit and Risk who will be responsible for carrying out tasks in accordance with the project work plan.
- d) be provided on-site office accommodations and generally expected to be available during regular business hours.

Deliverables

- a) Inception Report.
- ii. Interim Progress Report – Detailed outcome of the assignment for discussion with Management.
- iii. Draft Final Report.
- iv. Final Report – Detailed report on findings and recommendations including agreed management action.
- v. The reports will include at a minimum:
 - An expressed opinion on work performed, conclusion on; conformance with the definition of internal auditing, the code of ethics and standards; compliance to the PFM Act and lastly, recommendations for improvement.
 - a) Action plan to guide the implementation of the recommendations.

The Consultant / Staff

(a) The Consultant

The Consultant will be required to demonstrate expertise, skills and experience in undertaking a consultancy of similar nature by providing evidence of at least three (3) similar assignments undertaken in the public or private sector in the last five (5) years.

(b) Academic and Professional Qualifications

Members of the consulting team will be required to demonstrate that they hold individually a minimum of a Bachelor’s degree in a business-related field from a recognized university. Each of the members of the consulting team must also be members in good standing of a recognized professional body.

(c) Individual Team Member’s Experience

- (i) The Lead Consultant shall have a minimum of 5 years’ experience in providing EQARs and must also be a Certified Internal Audit Quality Assessor by the Institute of Internal Auditors (IIA).
 - (ii) Associates and Support Consultants should have a minimum of three (3) years’ experience in undertaking similar consultancies in either the private or public sector.
 - (iii) At least two of the Associates / Support Consultants must be a Certified Internal Auditor (CIA) as qualified by the Institute of Internal Auditors and a member in good standing of the institute.
 - (iv) The team of consultants should be well versed in best practices of the internal audit profession and have recent experience in the practice of Internal Auditing or related consulting
- (d) The Consultant must guarantee the availability of the relevant staff throughout the duration of allocated engagement, unless agreed otherwise with UFAA, in which case a replacement of equal or greater qualification must be provided, with no changes in cost.
- (e) The detailed CV’s of the staff assigned to this consultancy capturing their experience and qualifications shall be provided.

Duration

The assignment is expected to commence immediately after the contract is signed and should be concluded within 90 days.

Proposal evaluation and award

Proposal evaluation and award will be based on the following criteria:

- (a) Technical evaluation on the deliverables - 80%
 - (b) Financial evaluation on the priced quote - 20%
- Total 100%**

Terms of Payment

The terms of payment for the consultancy will be as follows:

- (a) Upon submission and acceptance of the Progress report - 20%
 - (b) Upon submission and acceptance of the draft final report - 30%
 - (c) Upon submission and approval of the final report - 50%
- Total 100%**

EVALUATION CRITERIA

Evaluation will take place in three stages: mandatory, technical and financial

Mandatory Evaluation

Tenderers are required to comply with the following requirements, failure to which the firm shall not proceed with to the next stage of evaluation:

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 60,000.00 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 with the bidding firms stamp. NB: Spiral binding and box files shall lead to disqualification	
MR 10	Valid copy of IIA Registration	

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

TECHNICAL EVALUATION

The Technical Evaluation shall be determined as follows;

No.	Evaluation Attribute	Maximum Marks
1	Specific experience of the firm in the last five (5) years	[39]
(a)	FIVE or more similar nature of assignment in reputable organizations in either public or private sector in the last 3 years. (attach recommendation letters, project scope, period, cost and staff – 6 Marks each for every recommendation letter given fully supported with project scope, cost, period and staff involved)	30
(b)	Number of years in External Quality Assessment Review (EQAR) audit services. <ul style="list-style-type: none"> • 5 years and above=(5 marks) • Others prorated at: $\frac{\text{Number of years} \times 5}{5}$ 	5
(c)	Financial Capability: Provide three years audited accounts signed by a certified auditor for 2017,2018 & 2019 (Attach Documentary Evidence) <ol style="list-style-type: none"> 1. Liquidity ratio: Current assets/current liabilities 	4

No.	Evaluation Attribute	Maximum Marks
	2:1=4 marks 1:1=2 marks Less than 1=0 mark	
2	Understanding of the Terms of Reference	[30]
(a)	Technical Approach Adequacy of the proposed technical approach, detailed working papers methodology and work plan in responding to the Terms of Reference (ToR). Demonstrate an understanding of the ToRs by designing an appropriate methodology for reviewing: <ol style="list-style-type: none"> 1. Compliance to the PFMA (7 marks) 2. Conformance to the IPPF (7 marks) 3. Pointing out good practices (6marks) 4. Making workable recommendations for improvements (10 marks). 	30
3	Key Professional Staff Qualifications	[31]
(a)	Team Leader (Minimum Bachelor's Degree in a business-related field) with a minimum of 4 years' experience in undertaking similar assignment with a demonstrable level of acceptance of the results. Further, the person must be a member in good standing with Institute of Internal Auditors and is a Certified Internal Audit Quality Assessor. <ol style="list-style-type: none"> 1. Master's degree=3marks 2. Degree - 1 Marks Experience – 1 Mark for each Year up to 4 years (total marks=4 Marks). Professional membership-(2 marks for membership of IIA, and 6 marks for qualification as a CIAQS)(attach valid documentary evidence)	15
(b)	Proof that the Associates / Support Consultants (Technical Staff) has a minimum of a Bachelor's Degree in a business-related field and at least 3 years' experience in undertaking similar assignments in either the private or public sector (3 associates) <p>Bachelor's degree =1 Mark Experience of 3 years and above=2 Marks Below 3 years' experience=0 marks</p> Proof that associates/support staff are members in good standing of a recognized professional body, i.e. IIA, ICPAK or ISACA (attach valid copies of membership certificates or legal evidence) (1 mark for each associate- total is 3marks)	12
(e)	Proof that at least two members of the team are Certified Internal Auditors (CIA) (2 mark for each Associate / Support Consultant up to 4marks)	4
Total Technical Evaluation Score		[100]

NB: The minimal qualifying technical score is **80 marks out of 100 marks** as per the above technical evaluation scoring table. Only bidders that meet the minimum score will have their financial proposals evaluated, bidders that do not meet the minimum qualifying technical score will have their bids terminated at this stage.

Financial Evaluation Stage

The financial proposals shall be put in a separate envelope to be opened only for bidders that score over 80% (80 marks) during detailed technical evaluation. Bidders that score below 80% 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.

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 as per the assignment. However, in the event that many bidders tie in price or overall combined score, then competitive negotiation will be carried out to ascertain the winner

Method of submission

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

Clarifications

All requests for clarification should be in writing and emailed to: ***procurement@ufaa.go.ke***. UFAA will compile and respond to all clarifications received on or before **26th February, 2021 at 5:00AM** that is, at least four (4) days prior to the closing date.

Proposal Submission

The completed documents in plain sealed envelopes bearing the tender/name, **“TENDER NO UFAA/CA/013/2020-2021: REQUEST FOR PROPOSAL FOR THE PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY ASSESSMENT REVIEW OF UFAA INTERNAL AUDIT AND RISK DEPARTMENT”** 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

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.

SECTION VI: STANDARD FORMS

b. 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

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

Activities

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) (Signature)
(Date)

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: 20%;"></th> <th style="width: 30%;">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: 5%;"></th> <th style="width: 30%;">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> <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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2.																														
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