



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

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROVISION OF CUSTOMER JOURNEY MAPPING CONSULTANCY SERVICES  
TENDER NO: UFAA/CM/031/20/21**

**NOTICE DATE: TUESDAY 23<sup>RD</sup> FEBRUARY, 2021**

**CLOSING DATE: WEDNESDAY 3<sup>RD</sup> 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: 23.2.2021

Dear Sir/Madam,

### RE: RFP FOR PROVISION OF CUSTOMER JOURNEY MAPPING CONSULTANCY SERVICES TENDER NO: UFAA/CM/031/20/21

Unclaimed Financial Assets Authority invites proposals for RFP for Provision of Customer Journey Mapping Consultancy Services.

- 1.1 Interested eligible firms may obtain tender documents from the Procurement Function **3<sup>rd</sup> Floor Pacis Centre, Westlands, Slip Road, Off Waiyaki Way, Nairobi**, during official working hours upon payment of non –refundable fees of **Kshs. 1, 000.00** in Bankers cheque payable to Unclaimed Financial Assets Authority.
- 1.2 The tender document can also be accessed and downloaded from the Public Procurement Information Portal website [www.tenders.go.ke](http://www.tenders.go.ke) and the Authority's website: [www.ufaa.go.ke](http://www.ufaa.go.ke). The firms that download the documents must arrange to forward their particulars/contacts to the Procurement Function, UFAA, through email address [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke) before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any; **RFP FOR PROVISION OF CUSTOMER JOURNEY MAPPING CONSULTANCY SERVICES : TENDER NO: UFAA/CM/031/20/21** should be deposited in the tender box located on the **2<sup>nd</sup> Floor, Pacis Centre**, so as to reach on or before **3<sup>rd</sup> 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

	<b>Page</b>
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 3<sup>rd</sup> 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:

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

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

## **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than 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 two or more bidders tie, the Authority will engage them in competitive negotiation to determine 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: **RFP FOR PROVISION OF CUSTOMER JOURNEY MAPPING CONSULTANCY SERVICES: TENDER NO: UFAA/CM/031/20/21**
- 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]: **Price 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/CM/031/20/21: RFP FOR PROVISION OF CUSTOMER JOURNEY MAPPING CONSULTANCY SERVICES.**
- 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 Competitive negotiations will be carried: **YES**
- 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 **26<sup>th</sup> 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

### Table of Contents

	<b>Page</b>
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):
	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 authorised representative of the firm]*

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

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

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

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

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

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

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

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

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

## 8. ACTIVITY (WORK) SCHEDULE

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

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

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

### (b). Completion and Submission of Reports

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

## SECTION IV: - FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

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

## SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

### 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	
<b>Subtotal</b>	_____

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

#### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

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

## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

## SECTION V: - TERMS OF REFERENCE

### TERMS OF REFERENCE FOR TERMS OF REFERENCE (TOR) FOR CUSTOMER JOURNEY MAPPING CONSULTANCY

#### 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 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.

#### OUTCOME

UFAA seeks to deepen holders' compliance and claimants' reunification mandate through a combination of various customer focused initiatives. In order to ensure the Authority can achieve the full benefits of this customer-oriented transformation, we are seeking an experienced team to conduct Customer Journey Maps for key customer processes. The insights generated from the journey maps will be used to inform the Authority's key strategic intent of increasing compliance and reunification by addressing pain areas in UFAA processes.

The number of channels through which UFAA reaches its customers and customers reach it have been increasing over the years. They currently include:

- Telephone,
- E-Mail,
- Written Correspondence,

- Digital Platforms/Online systems
- Social Media Platforms,
- Face to Face outlets (e.g. Service Centres and Huduma Centres)

## **OBJECTIVES**

The customer journey maps seek to help UFAA define its desired customer experience, management and engagement strategies. Specifically, the journey maps aim to;

- Understand the general perception and gauge the overall satisfaction with key UFAA processes.
- Better understand UFAA customers by highlighting points of pain, delight and opportunities to improve/enhance service.
- Identifying operational inefficiencies that are time consuming for both UFAA employees & customers yet fail to add value to the customer relationship.
- Identify baton-change points where service or communication breakdown is most likely.
- Identify cheapest 'cost to serve'

## **SCOPE OF WORK**

The successful consultant will conduct customer journey maps for two key processes throughout the customer's life cycle as outlined below;

- i. Holders reporting and surrender
- ii. Claimants' applications and processing

Journey maps to be conducted for individuals and institutions and for all service lines (where applicable).

The journey maps will provide a lay out of the current customer experience and aid UFAA understand the following;

- Customer personas — The journey maps will put into perspective the diverse needs of customers.
- All stages of the customer journey detailing the customer activities at each stage.
- Touch points at each stage — The journey maps will highlight
  - i. Frontstage touchpoints and backstage influencers
  - ii. Single touch point and single channel experience
  - iii. Cross touch point and cross channel experience
- Customer experience patterns — Establish an understanding of the current customer journey
- Desired customer experience
  - i. Identify key insights pinpointing areas in the existing customer journey that are opportunities to differentiate or pain points to solve. (Take into consideration the specific needs of holders' and claimants')

- ii. Ideate future state - Use learning to come up with an implementation matrix for short, mid and long term solutions.

## EXPECTED OUTPUTS & DELIVERABLES

The output will be required in four forms:

- a) Customer Journey Canvas clearly articulating the below for each of the processes;
  - i. Customer Personas highlighting
    - Customer types - Also state similarities and differences of customer types in the different regions (In the report)
    - Circumstances facing the above customers
    - Experience triggers/Customer Reasons - what triggers them to interact with UFAA
    - The customer priorities Other potentially similar customer types
    - Sources of information for these customers types before and during the UFAA process
  - ii. Key Journey Steps detailing
    - Customer touchpoints
    - Customer touchpoint type (Educate, Interact, Transact, Confirm etc.) Customer activities/interactions at each point of the process
    - Customer expectations and emotions at each point - highlight intensity of emotion
    - Experience length - Time spent at every point clearly outlining if the time is tolerable or notThe journey steps must cover the whole customer life cycle.
  - iii. Moments of truth
    - Points of delight
    - Points of pain and possible mitigation — highlight the biggest pain
    - Make or break points
    - Baton-change points where service or communication breakdown is likely
    - Opportunities to improve/enhance service (short, mid and long term)
    - Include customer verbatim for each
- b) Detailed report highlighting
  - i. Key observations, insights and definition of desired customer experience.
  - ii. Service enhancement plan - Develop future state blue prints clearly highlighting
    - Implementation Matrix - Plan of action with an impact and effort matrix (Ease of implementation versus Impact on the Customer Experience). The plan of action should be specific to the needs highlighted for the different regions.
    - Timelines and accountabilities for each action.

- Prioritize the key actions and cluster them into either short, mid or long term solutions.
  - Budget costs where applicable
- c) A formal presentation to the management of the Authority
- d) A feedback session with the relevant stakeholders for each process.

## **DURATION OF WORK**

The consultancy is expected to take 20 weeks to be completed – the effective date being the contract signing date.

## **DUTY STATION**

The successful bidder is expected to undertake the exercise across the various service touch points including travelling outside UFAA office in Nairobi.

## **TERMS OF PAYMENT**

In full consideration for the complete and satisfactory performance of the services under the terms of this contract, UFAA shall pay the consultant the total offered and approved amount upon certification that the services have been satisfactorily performed and according to the payment instalment indicated below:

- 10% of the total contract by submission of the inception report on the roadmap as well as the standard questionnaire approved by UFAA.
- 40% of the total contract upon submitting the report on data collection and acceptance by UFAA.
- 50% of the total contract upon submission of the final report.

NB:

- Payments in each step are subject to submitting supporting documents and approval by Head of Corporate Communication.
- The contract payment is expected to cover all costs including travel costs, fees, communication costs, costs of typing and preparing soft copies or any other contingent costs with regard to this activity.

## **COUNTERPART RESOURCES**

### **i. Responsibilities of the Consultant**

- Familiarize themselves with the UFAA Strategic Plan 2018 -2023 and align the assignment towards the outlined strategic objectives.
- Provide a dedicated, competent and reliable team for the assignment and consult UFAA of any changes in staff in good time.
- Avail the lead and associate consultants on-site as and when required.
- Enter into a Non-Disclosure Agreement with the Authority
- Identify and outline performance/key success metrics for the assignment.
- Provide information about referees, experience, past assignments and capacity on a timely basis.
- Adhere to the regulations and policies of the Authority.
- Conducting on-the-ground research regarding the outlined processes to get insights into customer needs, preferences and potential opportunities

**ii. Responsibilities of UFAA**

- Orientation of the Consultant after tender award.
- Dedicated team to work with the consultant on the assignment.
- Availability of office space and other resources for the consultant and the project team as and when required.
- Timely provision of information and quick turn-around time on communication. Prompt interventions in the event of challenges encountered during the project implementation

**iii. Other**

- All data gathered and produced under this contract and all deliverables of this contract are to be considered of propriety nature. The use, copy, publication and distribution of the entire or any portion of such deliverables without the expressed written consent of relevant authorities is forbidden.

**EVALUATION CRITERIA**

The purpose of this procurement is to secure a qualified service provider 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) Stage 1: Mandatory Requirements (MR)**

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	Must attach a valid copy of PIN Registration with evidence of VAT and PAYE Registration	
MR 4	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR 5	Valid copy of Business Permit (County Government)	
MR 6	Original Tender Security of <b>Kenya Shillings 55,000.00</b> from a reputable bank in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), or guarantee by Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document	
MR 7	Valid copy of CR12 form issued by Registrar of Companies (within the last one year)	
MR 8	Must complete a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices in the format provided	
MR 9	Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement in the format provided	
MR 10	Submission of original & copy of tender document properly <b>TAPE BOUND</b> and <b>PAGINATED in the correct sequence</b> and all pages <b>MUST</b> be stamped with company stamp. <b>NB: Spiral binding and box files shall lead to disqualification</b>	

**NB/:** The submission of the above items is mandatory. Failure to attach any of the items 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 2 - Technical Evaluation

	CRITERIA	Sub score	Maximum SCORES
1	<p>The consulting firm must have experience in customer journey map consultancy.</p> <p>a) Provide evidence of having undertaken a customer journey maps for at least 3 firms preferably for financial institutions.</p> <p>b) Include a reference letter, brief explanation of the work undertaken giving details of the customer base and cite references with their contact details.</p> <p>c) Attach Award Letters and proof of satisfactory completion.</p>	4	12
<b>Professional qualifications of staff proposed for the consultancy</b>			
2	<p>Team members must have the requisite qualifications and expertise in each of the following areas:</p> <p>1. Lead Consultant:</p> <ul style="list-style-type: none"> <li>• Consumer Research</li> <li>• Quantitative &amp; qualitative research</li> <li>• Strategic management with risk management skills</li> <li>• Needs assessment (Managerial, technical and creative capabilities related to customer journeys)</li> </ul> <p>2. Associate Consultants (2):</p> <ul style="list-style-type: none"> <li>• Communication and User research.</li> <li>• Data Analytics</li> <li>• Process Re-engineering</li> <li>• Marketing Strategy.</li> <li>• Quality Analysis.</li> <li>• UX/design skills</li> </ul> <p>a) Relevant technical experience</p> <p>Lead Consultant (1):</p> <ul style="list-style-type: none"> <li>• Over 5-years' experience..... 5 marks</li> <li>• 3-5years' experience. ....3 marks</li> <li>• 1-2 years' experience. .... 1 mark</li> </ul>	<p>4</p> <p>3</p> <p>3</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>5</p>	39

	<b>CRITERIA</b>	<b>Sub score</b>	<b>Maximum SCORES</b>
	Associate Consultants (2): <ul style="list-style-type: none"> <li>• Over 5 years' experience... 5 marks</li> <li>• 3-5 years' experience.....4 marks</li> <li>• 1-3 years' experience..... 2 mark</li> </ul> (Provide copies of CVs, reference letters and certificates for all proposed staff in this assignment to qualify for full marks)	10	
<b>Adequacy of the Proposed Methodology and Work Plan in responding to the Terms of Reference</b>			
<b>Approach and methodology:</b>			
<b>3 a</b>	Consultants are expected to outline the research methodology to be used to: <ol style="list-style-type: none"> <li>i. Understand the current journey map for the identified processes</li> <li>ii. State the enablers to ensure effective Journey mapping</li> <li>iii. Collect first hand customer experience relevant to all phases of the customer journeys</li> <li>iv. Conduct a diary study to better understand longitudinal actions, thoughts and emotions. The diary study must have experiences of customers</li> <li>v. Assess the customers' needs</li> </ol>	2 2 2 2 2	10
<b>3 b</b>	<ol style="list-style-type: none"> <li>i. Provide the customer journey canvas template to be used to outline findings</li> <li>ii. Identify stakeholders relevant to the process improvements. This includes engaging them to gain insights on why the respective process are as-is.</li> <li>iii. Outline the approach to be used to evaluate the impact of process improvements</li> </ol>	6 5 3	14
<b>3 c</b>	Develop a Business Case and Cost Estimates/Budget options for process improvements based on the Customer Journey Maps. Consultants are expected to indicate the following: <ol style="list-style-type: none"> <li>i. Description of the key components of the Business Case.</li> <li>ii. Appraisal methods that will be used to define cost estimates.</li> <li>iii. Factors to be considered in generating cost estimates for the process improvements.</li> <li>iv. Implementation Plan: Consultants are required to provide a detailed implementation plan indicating activities to be undertaken, technologies required and the parties</li> </ol>	2 2 2 4	10
<b>3 d</b>	Proposed work-plan	6	6
	<b>Total</b>	<b>100</b>	<b>100</b>

### **Presentations:**

Bids that score equal or above 80% in the Technical evaluation stage will proceed to financial evaluation stage. Bids that score less than 80% 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.

### **Stage 3: Financial Evaluation**

The firm shall quote inclusive of VAT and other taxes.

**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.

#### **d) 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.**

#### **e) Post-Qualification and Negotiations**

Bidders are advised to be truthful with the information and references provided since UFAA will carry out due diligence to ascertain the accuracy of such information. This may be carried out in the bidder's office or through the references provided. Successful bidders will be invited for negotiations where appropriate.

#### **f) Clarifications**

UFAA will compile and respond to all clarifications received on or before **26<sup>th</sup>February, 2021** that is, at least four (4) days prior to the closing date. All requests for clarification should be addressed to the CEO and channeled to: [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke).

**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.**

**g) Method of Submission**

The completed documents in plain sealed envelopes bearing the tender/name, "**RFP FOR PROVISION OF CUSTOMER JOURNEY MAPPING CONSULTANCY SERVICES: TENDER NO: UFAA/CM/031/20/21**" should be addressed to:

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

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

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

## **SECTION VI: STANDARD FORMS OF CONTRACT**

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

#### **Special Notes**

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

## 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 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><b>Part 1 – General:</b>                  Business Name .....                  Location of business premises. ....                  Plot No..... Street/Road .....                  Postal Address ..... Tel No. .... Fax ..... E mail .....                  Nature of Business .....                  Registration Certificate No. ....                  Maximum value of business which you can handle at any one time – Kshs. ....                  Name of your bankers ..... Branch .....</p>				
<b>Part 2 (a) – Sole Proprietor</b>				
Your name in full ..... Age ..... Nationality ..... Country of origin ..... • Citizenship details ..... •				
<b>Part 2 (b) Partnership</b>				
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
	1. ....			
	2. ....			
	3. ....			
	4. ....			
<b>Part 2 (c) – Registered Company</b>				
Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
	1.....			
	2.....			
	3.....			
	4.....			
	5.....			
Date ..... Signature of Candidate .....				

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

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary