



## **UNCLAIMED FINANCIAL ASSETS AUTHORITY**

**TENDER No: UFAA/SGA/022/2018-2019**

**TENDER NAME: RFP FOR THE PROVISION OF INSTITUTIONAL SKILLS GAP  
ANALYSIS CONSULTANCY SERVICES FOR UFAA.**

**NOTICE DATE: TUESDAY, 16/04/2019**

**CLOSING DATE: WEDNESDAY, 30/04/2019 AT 10:30AM**

**OPEN TENDER**

**APRIL, 2019**

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## INTRODUCTION

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

**SECTION I - LETTER OF INVITATION**

TO: ALL FIRMS,

Date 16.04.2019

Dear Sir/Madam,

**RE: PROVISION OF INSTITUTIONAL SKILLS GAP ANALYSIS CONSULTANCY SERVICES FOR UNCLAIMED FINANCIAL ASSETS AUTHORITY. REF: UFAA/SGA/022/2018/2019**

- 1.1 Unclaimed Financial Assets Authority invites proposals for the provision of institutional skills gap Audit survey consultancy for Unclaimed Financial Assets Authority.
- 1.2 Please see the advertisement for other tender requirements.
- 1.3 The request for proposals (RFP) includes the following documents:
  - Section I - Letter of invitation
  - Section II - Information to consultants  
Appendix to Consultants information
  - Section III - Terms of Reference
  - Section IV - Technical proposals
  - Section V - Financial proposal
  - Section VI - Standard Contract Forms
- 1.4 Upon receipt, please inform us
  - (a) that you have received the letter of invitation
  - (b) whether or not you will submit a proposal for the assignment

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

## SECTION II – INFORMATION TO CONSULTANTS (ITC)

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## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

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

### **2.2 Clarification and Amendment of RFP Documents**

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

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

## **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language

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

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

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

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

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

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

**2.3.5** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

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

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

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

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

## **2.5 Submission, Receipt, and Opening of Proposals**

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

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

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

2.5.4 The original and all copies of the Tender Proposals shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN BEFORE 30<sup>TH</sup> APRIL, 2019 AT 10:30AM**”

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

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

## 2.6 Proposal Evaluation General

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

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

## 2.7 Evaluation of Technical Proposal

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

2.7.2

|  | <b>Points</b> |
|--|---------------|
| (i) Adequacy of the proposed work plan and Methodology in responding to the terms Of reference | (20)          |
| (ii) Qualification/Technical Capacity of Implementing Personnel.                               | (30)          |
| (iii) Firm’s experience and previous work done   | (50)          |

**Total Points 100**

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

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

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

- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

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

## **2.10 Award of Contract**

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

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

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

### **Appendix to information to consultants**

#### **Note on the Appendix to Information to Consultants**

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

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

### **Appendix to Information to Consultants**

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

### **Clause Reference**

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

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

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

The name, objectives, and description of the assignment are: **PROVISION OF INSTITUTIONAL SKILLS GAP ANALYSIS CONSULTANCY SERVICES FOR UNCLAIMED FINANCIAL ASSETS AUTHORITY.**  
**REF: UFAA/SGA/022/2018/2019**

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

The name(s), address (es) and telephone numbers of the Client's official(s) are:  
**Chief Executive Officer**  
**Unclaimed Financial Assets Authority**  
**P.O Box 28235 - 00200**  
**Nairobi**

2.1.4 The Client will provide the following inputs:

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

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

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

2.1.6 (vii) Training is a specific component of this assignment: **NO**

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]:\_\_\_\_

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- 2.5.2 Consultants must submit an original and **ONE copy of the proposal-both technical and financial and should not mix the two.**
- 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/SGA/022/2018-2019:** for Provision of institutional skills gap Audit survey consultancy for Unclaimed Financial Assets Authority
- 2.5.4 Proposals must be submitted not later than the following date and time **30/04/ 2019 at 10:30 am**
- 2.6.1 The address to send information to the Client is: **P. O. Box 28235 - 00200 Nairobi.**
- 2.6.3 The minimum technical score required to pass is **80%.**
- 2.7.1 Alternative formulae for determining the financial scores is the following: As indicated in the information to consultant's section.  
The weights given to the Technical and Financial Proposals are:  
T= \_\_\_\_\_ (0.80)  
P= \_\_\_\_\_ (0.20)
- 2.9.2 The assignment is expected to commence on a date to be agreed between the parties
- 2.10 **Award of Contract/ Performance Security:** The winning bidder shall be required to provide performance bond equivalent to 10% of the contract amount before signing of the contract

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

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

## SECTION III - TECHNICAL PROPOSAL

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# 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

:

\_\_\_\_\_ [Name of Firm]

:

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

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

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

|   |  |
|---|--|
| Assignment Name:  | Country  |
| Location within Country:  | Professional Staff provided by Your Firm/Entity(profiles):             |
| Name of Client:   | Clients contact person for the assignment.                             |
| Address:  | No of Staff-Months; Duration of Assignment:                            |
| Start Date (Month/Year):  | Completion Date (Month/Year):  |
| 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/<br>Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of<br>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<br>(a) First Status Report<br>(b) Second Status Report |      |
| 3. Draft Report   |      |
| 4. Final Report   |      |

## SECTION IV: - FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

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

## SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:  
\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

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

## 3. BREAKDOWN OF PRICE PER ACTIVITY

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

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

#### 5. REIMBURSABLES PER ACTIVITY

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

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

## 6. MISCELLANEOUS EXPENSES

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

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

## SECTION V: - TERMS OF REFERENCE

### TERMS OF REFERENCE FOR PROVISION OF INSTITUTIONAL SKILLS GAP AUDIT SURVEY CONSULTANCY FOR UNCLAIMED FINANCIAL ASSETS AUTHORITY: REF: UFAA/SGA/022/18/19

#### 1.0 Introduction

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

UFAA has operated in Kenya's market since 2014. In view of strengthening the Authority's policy and strategy agenda, the Authority seeks for an experienced and competent consultancy firm to work with the Authority's Board, Management and staff in carrying out **a consultancy service for Skills Gap Audit survey.**

This skills Gap Audit survey will serve bolster the Authority in delivering its mandate. As part of competence development at the Authority, the survey will aid in the systematic enhancement of skills and proficiencies that will address career progression of individual employees at the Authority as well as in improving institutional performance. For optimal human capital at the Authority, the skills gap audit survey will inform key people decisions including on staff recruitment, non-core services outsourcing as well as on staff capacity building/training.

#### 2.0 Scope of Work

The consultancy team will work with the Board of Directors, Management and Staff of the Authority in delivery to this assignment by:

- i. Identifying skills relevant to the execution of the Authority's mandate;
- ii. Establishing current quantitative and qualitative individual skills for in-post staff;
- iii. Identifying the level of competency of these skills per job title, category/grade and the required level;
- iv. Identifying skills required by individual staff in carrying out their job roles effectively;
- v. Identifying important skills (critical and non-critical skills) based on the Authority's mandate, Vision, Mission, Objectives and other strategic plan requirements;
  - By so doing, establish what skills the Authority requires/values;
  - By so doing, establish/recommend the skills individual employees need to do their jobs competently now and in the future.

- vi. Developing individual career development plans to bridge the identified gaps, if any
- vii. Propose how to integrate the assessment of the identified skills into the regular HR activities;
- viii. Developing a workplace skills plan for the Authority; and
- ix. Recommend an action plan based on data collected and analysed.

### 3.0 Tasks of the Assignment

The specific tasks to be carried out are indicated here below.

- a) An approved skills gap audit survey tool or mechanism to use in the Skills Gap Audit Survey and the inception report.
- b) A report on the existing Skills inventory and the gaps in the skills pool at the Authority: people, processes and technology.
- c) Hold consultations with the Authority's Board, Management and Staff in;
  - ✓ Identifying the Authority's Skills requirements.
  - ✓ Identifying the Skills gaps at the Authority and recommending on how to fill established gaps.
- d) Design and develop individual staff career development plans.
- e) Facilitate workshops with the Authority's Board and with Management.
- f) Incorporate the Authority's comments and finalise UFAA's Skills Gap Audit Survey draft report/s.
- g) Present final UFAA Skills Gap Audit Survey draft report to the Authority's Management and Board for adoption.
- h) Submit final UFAA Skills Gap Audit Survey draft report in both hard and soft copies.

### 4.0 Outputs

The key output from this assignment will be a UFAA **Skills Gap Audit Survey Report** -3 hardcopy printouts that are professionally proof-read, edited and formatted and final e-report in 2 Flash disks.

### 5.0 Timeline

The consultancy is expected to take **three (3) months** from the date of signing the contract. The selected consultant will be expected to demonstrate how this will be achieved through the work plan and methodology.

### 6.0 Counterpart Resources

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

**Supervisor:** The consultant is to report directly to the Manager, HR & Administration.

## **7.0 Qualification of the Consultant**

The lead consultant must possess the following:

1. Master's degree from recognized academic institution in Human Resources, Organizational Behaviour and/or Development, Training and Development, or related field;
2. Certified Human Resource Practitioner (K);
3. Minimum five years' experience in conducting competency analysis, conceptually and with hands-on assessments, as well as experience in talent management / development and training activities;
4. Experience in working with Government organizations in executing similar projects (provide three references);
5. Excellent analytical, research, writing and communication skills;
6. Ability to work independently; and
7. A high standard of professionalism;

## Preliminary Evaluation Criteria

### a) MANDATORY REQUIREMENTS (MR) CRITERIA

| Item | Mandatory Requirements (MR)   | YES/NO |
|------|---|--------|
| MR 1 | Valid copy of Registration Certificate/Certificate of Incorporation   |        |
| MR2  | Valid tax compliance certificate  |        |
| MR3  | Confidential Business Questionnaire dully filled, signed & stamped  |        |
| MR4  | Valid copy of Business Permit (County Government)   |        |
| MR5  | Submission of original & copy of tender document properly <b>TAPE BOUND</b> and <b>PAGINATED in the correct sequence</b> and all pages <b>MUST</b> be initialed & stamped. <b>NB: Spiral binding and box files shall lead to disqualification</b>   |        |
| MR6  | Integrity Pact and Bidders Declaration shall be duly signed and stamped in the format provided  |        |
| MR7  | Original Tender Security of <b>Kenya Shillings 40,000.00</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 <b>120</b> days from the date of tender opening in the format provided in the tender document |        |
| MR8  | Valid copy of CR12 form issued by Registrar of Companies (within the last one year) or ID copies for Sole proprietors   |        |

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

### Technical Evaluation

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

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

## B. TECHNICAL EVALUATION

The technical evaluation shall be carried out as below:

|   | CRITERIA   | Sub scores                          | Max scores                          |
|---|--|-------------------------------------|-------------------------------------|
| 1 | <p><b>1 Technical Capacity – Implementing Personnel</b></p> <p>a. <b>The lead consultant</b> - Master's degree from recognized academic institution in Human Resources, Organizational Behaviour and/or Development, Training and Development, or related field, Certified Human Resource Practitioner (K); Minimum five years' experience in conducting competency analysis, conceptually and with hands-on assessments, as well as experience in talent management / development and training activities; Experience in working with Government organizations in executing similar projects (provide three references at 3 marks each); (Attach Degree Certificate 4 marks)</p> <p>b. Must have at least 2 personnel with experience in skills gap audit surveys of at least 3 years (Attach CVs), (@ 4 marks each total=8 marks)</p> <p>c. At least 2 must have the relevant valid certificates from professional bodies e.g. PRSK, IHRM/ KIM (Attach evidence) (@ 3 marks)</p> | <p>9</p> <p>4</p> <p>8</p> <p>6</p> | <p>9</p> <p>4</p> <p>8</p> <p>6</p> |
| 2 | <p><b>Firm's experience and previous work done</b></p> <p>a. Experience of 5 years in skills gap audit Surveys. (each year 5 marks)</p> <p>b. Proven track record in rendering skills gap audit Surveys in at least 4 public institutions, (attach references each 6 marks)</p>  | <p>25</p> <p>24</p>                 | <p>25</p> <p>24</p>                 |
| 3 | <p><b>Methodology /Work Plan</b></p> <p>Overall composition and structure of the team, including allocation of tasks and its adequacy and relevance in meeting the TORs. <i>Teams with individuals that are employees of the firm is preferred.</i> ( 24 marks)</p>  | <p>24</p>                           | <p>24</p>                           |
|   | <b>Total</b>   | <b>80</b>                           | <b>100</b>                          |

## 4.0 DELIVERABLES

The consultant will be required to deliver the following assignment outputs in accordance with the tentative time schedule. The deliverables of all reports shall be in both electronic and hard copies. The key deliverables shall be the following:

a) Inception Report detailing the methodology, work plan and tools that adequately respond to the requirements of the survey within the first 5 days. During the inception meeting, the consultant and the

- Authority will achieve consensus on the assignment expectations;
- b) Share the draft survey tool to validate and identify gaps;
- c) Contextual/situation analysis report;
- d) Draft reports capturing survey findings and related recommendation;
- e) Final Reports and;
- f) Participation in launching the report.

**Presentations:**

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. It is essential that the elements contained in the bid be stated in a clear and concise manner. Failure to provide complete information as requested will be to your disadvantage.

**Stage 2 – Financial Evaluation**

The proposal will be evaluated based on **Quality & Cost Based Selection (QCBS)** method.

The firm shall quote inclusive of VAT.

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

**Combined technical and financial scores:**

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.

**5.0 Payment**

A fixed –price payment schedule shown below and is based on invoices and linked to deliverables.

|   | <b>Milestone (Reports)</b>   | <b>% Payment</b>   |
|---|--|--------------------|
| A | Inception Report and a work plan to carry out the assignment                                       | 0% of Total Price  |
| B | Interim findings on Skills Gap analysis report /As-IS status report                                | 10% of Total Price |
| C | Draft Skills Gap analysis report accompanied by a workshop report and Visual Presentation document | 30% of Total Price |
| D | Presentation to Board for consideration and or approval of report and recommendations              | 40% of Total Price |
| E | Handover of the final of analysis report (3 hard copies) and soft copy                             | 20% of Total Price |

**CLARIFICATIONS**

All requests for clarification should be addressed to the CEO and channeled to: [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke).

All Inquiries received within the first 7 (seven) days will be compiled and sent to all the consultants within two working days.

## SECTION VI:

### STANDARD FORMS OF CONTRACT

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

#### **Special Notes**

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

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

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

**1.2 Law Governing the Contract**

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

**1.3 Language**

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

**1.4 Notices**

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

**1.5 Location**

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

**1.6 Authorized Representatives**

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

**1.7 Taxes and Duties**

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

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

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

**2.2 Commencement of Services**

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

**2.3 Expiration of Contract**

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

- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
  - (b) if the Consultant becomes insolvent or bankrupt;
  - (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

For the purpose of this clause;

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

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

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

**2.6.2 By the Consultant**

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

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

**2.6.3 Payment upon Termination**

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

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

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

The Consultant shall perform the Services and carry out his

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

### 3.2 Conflict of Interests

- 3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition**
- Neither the Consultant nor his sub consultant[s]

**of  
Conflicting  
Activities**

nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**3.4 Insurance to be  
Taken Out by the  
Consultant**

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's**

The Consultant shall obtain the Client's prior

**Actions Requiring  
Client's Prior  
Approval**

approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

**3.6 Reporting  
Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents  
prepared by  
the Consult-  
ant to Be  
the Property**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this

**of the Client** Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### **4 CONSULTANT'S PERSONNEL**

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

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

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

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

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

#### **5. OBLIGATIONS OF THE CLIENT**

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

**5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and

corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

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

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lump-Sum Remuneration**

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

### **6.2 Contract Price**

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

### **6.3 Payment for Additional Services**

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

### **6.4 Terms and Conditions of Payment**

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

### **6.5 Interest on Delayed Payment**

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

## **7. SETTLEMENT OF DISPUTES**

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

### III. SPECIAL CONDITIONS OF CONTRACT

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

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

1.4                      The addresses are:

Client:  
Attention:  
Telephone:

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone; \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.6                      The Authorized Representatives are:  
For the Client:  
For the Consultant: \_\_\_\_\_

2.1                      The date on which this Contract shall come into effect  
Will be agreed by the parties.  
**Note:** *The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

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

2.3                      The period shall be 6 weeks

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

**CONTRACT**

This Agreement, [hereinafter called "the Contract"] is entered into this \_\_\_\_\_ *[Insert starting date of assignment]*, by and between \_\_\_\_\_ *[Insert Client's name]* of [or whose registered office is situated at] \_\_\_\_\_ *[insert Client's address]* (hereinafter called "the Client") of the one part AND

\_\_\_\_\_ *[Insert Consultant's name]* of [or whose registered office is situated at] \_\_\_\_\_ *[insert Consultant's address]* (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

**2. Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ *[Insert starting date]* and continuing through to \_\_\_\_\_ *[Insert completion date]*, or any other period(s) as may be subsequently agreed by the parties in writing.

### 3. Payment

- A. Ceiling  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. Schedule of Payments  
The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)  
Kshs \_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant;  
Kshs \_\_\_\_\_ upon the Client's receipt of the draft report, acceptable to the Client; and  
Kshs \_\_\_\_\_ upon the Client's receipt of the final report, acceptable to the Client.  
Kshs \_\_\_\_\_ Total
- C. Payment Conditions  
Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

### 4. Project Administration

- A. Coordinator.  
The Client designates \_\_\_\_\_ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.
- B. Reports.  
The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

### 5. Performance Standards

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

- |  |  |
|--|--|
| <b>6. Confidentiality</b>                                    | 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.   |
| <b>7. Ownership of Material</b>                              | 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.  |
| <b>8. Consultant Not to be Engaged in certain Activities</b> | 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.   |
| <b>9. Insurance</b>  | The Consultant will be responsible for taking out any appropriate insurance coverage.  |
| <b>10. Assignment</b>  | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.  |
| <b>11. Law Governing Contract and Language</b>               | The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.  |
| <b>12. Dispute Resolution</b>                                | Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party. |

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_ Full name; \_\_\_\_\_

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

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_

**INTEGRITY PACT (MANDATORY)**

**Bidder’s Oath to fulfill the Integrity Pact**

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

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

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(CHIEF EXECUTIVE OFFICER)

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

**BIDDER'S DECLARATION AND INTEGRITY PACT (MANDATORY)**

We/ I the undersigned ....., in the capacity of ..... for ..... [name of the company/firm/individual] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

**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 tenderer] .....

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

**Part 1 – General:**

Business Name .....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... E mail .....

Nature of Business .....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

- Citizenship details .....
- .....

**Part 2 (b) Partnership**

Given details of partners as follows:

| Name    | Nationality | Citizenship Details | Shares |
|---------|-------------|---------------------|--------|
| 1. .... | .....       | .....               | .....  |
| 2. .... | .....       | .....               | .....  |
| 3. .... | .....       | .....               | .....  |
| 4. .... | .....       | .....               | .....  |

**Part 2 (c) – Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

| Name   | Nationality | Citizenship Details | Shares |
|--------|-------------|---------------------|--------|
| 1..... | .....       | .....               | .....  |
| 2..... | .....       | .....               | .....  |
| 3..... | .....       | .....               | .....  |
| 4..... | .....       | .....               | .....  |
| 5..... | .....       | .....               | .....  |

Date ..... Signature of Candidate .....

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

**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