



UNCLAIMED FINANCIAL ASSETS AUTHORITY (UFAA)

TENDER FOR SUPPLY AND DELIVERY OF PROMOTIONAL MATERIALS (FRAMEWORK)-TENDER NO: UFAA/PM/004/2021-2022

**2ND FLOOR, PACIS CENTRE, SLIP ROAD, OFF WAIYAKI WAY-
WESTLANDS**

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NAIROBI, KENYA.

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Website: www.ufaa.go.ke

NOTICE DATE: TUESDAY 27TH APRIL, 2021

CLOSING DATE: THURSDAY 6TH MAY, 2021 AT 10.30 A.M

(RESERVED FOR AGPO GROUPS)

APRIL, 2021

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SECTION I – INVITATION TO TENDER
UFAA TENDER No. UFAA/PM/004/2021-2022
TENDER FOR SUPPLY AND DELIVERY OF PROMOTIONAL MATERIALS

The Unclaimed Financial Assets Authority invites sealed tenders from interested, qualified and competent firms possessing the requisite license, skills, resources and experience for Supply and Delivery of Promotional Materials. Delivery will be done to UFAA Headquarters located in Pacis Centre, Westlands Nairobi.

The Tender document detailing the requirements and submission instructions may be obtained from Procurement Function, UFAA Office Pacis Centre, 3rd Floor, along Slip Road, Off Waiyaki Way, Nairobi upon payment of Kenya Shillings One Thousand (Kes 1,000/=) non-refundable fee at the Cash Office on 2nd Floor. Preferably, the documents can be downloaded from the website www.ufaa.go.ke or <http://www.tenders.go.ke> free of charge. Interested Bidders who download the documents from the website/portal should send their particulars immediately through email procurement@ufaa.go.ke for registration purposes and clarification. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued. Tenders shall remain valid for **120 days** from the date of opening.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the reception area on **2nd floor, Pacis Centre** or be addressed to:

Chief Executive Officer/Managing Trustee
Unclaimed Financial Assets Authority
Pacis Centre, Slip Road, Off Waiyaki Way
P O Box 28235 – 00200
NAIROBI

so as to be received on or before **Thursday 6th May, 2021 10.30 A.M.** Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend in **UFAA Boardroom on 2nd Floor, Pacis Centre, Nairobi** in strictly observance of MOH protocols on Covid -19. Any tender that will be received after 10.30AM, shall be rejected.

CHIEF EXECUTIVE OFFICER/MT

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all invited tenderers who are eligible as described in the appendix to instructions to tenderers. Successful tenderers shall supply UFAA promotional materials UFAA as specified in these tender documents.
- 2.1.2. The UFAA employees, committee members, Board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UFAA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and UFAA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be **Kshs.1, 000/=**. Alternatively, bidders may download the documents from the website free of charge.
- 2.2.3 The UFAA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Descriptions of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender Security Declaration Form

- xi) Performance security form
- xii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify UFAA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The UFAA will respond in writing to any request for clarification of the tender documents, which it receives not later than two (2) days prior to the deadline for the submission of tenders, prescribed by the UFAA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The UFAA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the UFAA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the UFAA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the UFAA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

(e) Declaration form

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the UFAA within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the UFAA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be a duly completed tender securing declaration form.

2.12.2 The tender security is required to protect the UFAA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.3 will be rejected by the UFAA as non-responsive, pursuant to paragraph 2.20

2.12.4 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the UFAA.

2.12.5 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.6 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the UFAA on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** after date of tender opening prescribed by the UFAA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the UFAA as non- responsive.

2.13.2 In exceptional circumstances, the UFAA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to the UFAA at the address given in the invitation to tender

(b) Bear, **Tender No. UFAA/PM/004/2021-2022 – Supply and Delivery of Promotional Materials** and the words: "**DO NOT OPEN BEFORE, Thursday 6th May, 2021 at 10:30 a.m.**"

2.15.3 The inner envelopes only shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the UFAA will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the UFAA at the address specified under paragraph 2.15.2 not later than, **Thursday 6th May, 2021 at 10:30 a.m.**
- 2.16.2 The UFAA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the UFAA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the UFAA as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the UFAA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The UFAA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The UFAA 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.

2.18 Opening of Tenders

- 2.18.1 The UFAA will open all tenders in the presence of tenderers' representatives who choose to attend on **Thursday 6th May, 2021 at 10:30 am** and in the location specified in the invitation to tender. The tenderers' representatives who will be present shall sign a register as evidence of their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the UFAA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The UFAA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the UFAA may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the UFAA in the UFAA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The UFAA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the total price shall prevail, and the unit price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The UFAA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the UFAA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The UFAA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the UFAA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the UFAA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The UFAA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The UFAA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The UFAA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the UFAA's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The UFAA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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.

2.23. Contacting the UFAA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact UFAA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the UFAA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 The UFAA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1, as well as such other information as the UFAA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the UFAA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.26 the UFAA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The UFAA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the UFAA's action. If the UFAA determines that none of the tenderers is responsive; the UFAA shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that their tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the UFAA pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the UFAA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

- 2.26.1 At the same time as the UFAA notifies the successful tenderer that their tender has been accepted, the UFAA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the UFAA.
- 2.26.3 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.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the UFAA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the UFAA.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the UFAA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The UFAA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The UFAA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to Tenderers
2.1	Eligible tenderers shall be AGPO Groups
2.15.2 (b)	The tender shall be closing on Thursday 6th May, 2021 at 10:30 a.m
2.16.1	Not later than 10:30a.m local time on 6/05/2021
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement Manager's office on 3 rd Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender at the tender box designated area.
2.18.1	After 10:30 a.m. local time on 6/05/2021
2.20 & 2.22	In addition, the evaluation criteria provided in the special conditions of contract shall be taken into account

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the UFAA and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the UFAA under the Contract.
- d) “The Procuring entity” means UFAA/Authority, the organization sourcing for the services under this Contract.
- e) “The contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 Patent Right's

The tenderer shall indemnify the UFAA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the UFAA the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.1 The proceeds of the performance security shall be payable to the UFAA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.2 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the UFAA and shall be in the form of:

a) A bank guarantee.

3.5.3 The performance security will be discharged by the UFAA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 The UFAA or its representative shall have the right to inspect and/or to test the goods/services to confirm their conformity to the Contract specifications. The UFAA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the UFAA.

3.6.3 Should any inspected or tested good/services fail to conform to the Specifications, the UFAA may reject the goods/services, and the tenderer shall either replace the rejected goods/services or make alterations necessary to meet specification requirements free of cost to the UFAA.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

Prices charged by the contractor for goods supplied under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the UFAA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Service

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the UFAA's prior written consent.

3.10 Termination for Default

The UFAA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the UFAA.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the UFAA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the UFAA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the UFAA for any excess costs for such similar services.

3.11 Termination of insolvency

The UFAA may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the UFAA.

3.12 Termination for convenience

3.12.1 The UFAA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the UFAA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the UFAA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services only. In such a case the UFAA shall not be liable to pay any damages.

3.13 Resolution of disputes

The UFAA and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.16 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Tendering Notes

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the Authority at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Authority in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the Authority shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.2.5 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.2.6 The duration of the contract shall be one (1) year renewable for a further one year on the due date subject to good performance of the supplier. The UFAA reserves the right to renew or not to renew the contract.

4.3 Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The performance security shall be 0% of the contract price only
3.8 Payment	Shall be payable within 30 days upon delivery of Goods as per the contract.
3.14 Resolution of disputes	The parties shall request to submit the dispute to arbitration and to concur in the appointment of an arbitrator within thirty (30) days of the notice. The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute
3.17 Applicable law	Shall be the laws of Kenya
3.18 Notices	CEO/Managing Trustee Unclaimed Financial Assets Authority P.O. Box 28235-00200 Nairobi

4.4 EVALUATION CRITERIA

4.4.1 PRELIMINARY EVALUATION

The evaluation committee shall first conduct a preliminary evaluation to determine whether:

- The tender has been submitted in the required format as per the invitation and tender instructions;
- Any tender security submitted is in the required form, amount and validity period;
- The tender has been signed by the person lawfully authorized to do so;
- The required number of copies of the tender have been submitted as per the invitation and tender instructions;
- The tender is valid for the period required as per the tender instructions-120 days from date of opening.

Mandatory Requirements (Preliminary)

Item	Mandatory Requirements (MR)	YES/NO
MR 1	Valid copy of Registration Certificate/Certificate of Incorporation	
MR 2	Valid copy of Tax Compliance certificate for the firm	
MR 3	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR 4	Valid copy of Business Permit (County Government)	
MR 5	Tender Securing Form dully filled and signed in the format provided	
MR 6	Valid copy of CR 12 from Registrar of Companies Showing particulars of Directors of the Company or names of partners (for partnerships and sole proprietors) – as applicable- issued within the last six (6) months	
MR 7	Must complete self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices in the format provided	
MR8	Form of tender dully filled, signed and stamped in the format provided	

MR9	Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement in the format provided	
MR10	Submission of original & copy of tender document properly TAPE BOUND and PAGINATED in the correct sequence and all pages MUST be stamped. NB: Spiral binding and box files shall lead to disqualification	
MR11	Valid Copy of AGPO certificate from The National Treasury	
MR12	Must Fill the Price Schedule in the format provided	

NB: Bidders must provide all the above documents (mandatory) to proceed to technical stage. Failure to provide all shall lead to disqualification from further evaluation.

4.4.3 TECHNICAL EVALUATION TECHNICAL EVALUATION CRITERIA

	Requirements	Max. Score
1	Company Profile: a) Provide company profile showing names of Directors, staff and general structure of the company.	20
2	Financial Capability; Attach latest Bank Statement or Letter of reference/credit access from your banker	10
3	State credit period (minimum proposed is 30 days). (Attach a dully signed and stamped letter)	5
4	Relevant Past Experience a) Provide evidence of having supplied four (4) corporate clients or organizations. (Attach documentary evidence, LPO, LSO or contract.) 5 Marks each	20
	b) Provide evidence of having supplied two (2) public institutions (organizations) (Attach documentary evidence, LPO, LSO or contract.) 5 Marks each	10
5	Attach Five (5) recommendation letters from clients previously served. Letters must be in company letter head, signed and stamped. (5 marks each)	25
6	Commitment on duration of time to deliver goods from receipt of Order by the client. (Attach a dully signed and stamped letter-SLA) i) Delivery of goods within two day <u>from</u> date of receipt of LPO (10 Marks) ii) Delivery of goods within seven <u>days</u> from date of receipt of LPO (5 Marks) ii) Delivery of goods beyond seven <u>days</u> from date of receipt of LPO (0 Marks)	10
	Total	100

NB//: The minimum pass mark to qualify for financial evaluation shall be 75%. Applicants who will not meet this minimum pass mark shall be disqualified at this stage. Due diligence will be conducted to ascertain the authenticity of documents provided. (Documentary evidence must be provided for each requirement – non-compliance may lead to disqualification or nil points. Total mark is equal to 100% and pass mark is 75%)

4.4.4 FINANCIAL EVALUATION

The bid price shall not be adjusted for arithmetic errors; any major error noted shall result in the bid being rejected as nonresponsive.

The award will be based on lowest evaluated bidder per item. Bidders are advised to adhere to market pricing and desist from quoting above market rates or engaging in undercutting. Bids that are above market rate will be rejected.

4.4.5 POST-QUALIFICATION

Bidders are advised that UFAA will carry out due diligence to confirm if the information given is true. Those found to have given false information will be disqualified.

Submission:

One envelope tender. Submission will be done manually to the tender box as per the tender advertisement.

Clarification

All clarifications must be received by **3.5.2021 at 5pm** through procurement@ufaa.go.ke. UFAA will respond to all clarifications by 4.5.2021 through the same email. No clarifications will be accepted after 3.5.2021.

PRICE SCHEDULE

SUPPLY OF PROMOTIONAL MATERIALS - UFAA/PM/004/2021-2022

Items

1	2		Quantity	Unit Price
No.	Description of goods	Specifications	1	
1	UFAA Branded business cardholder	<ul style="list-style-type: none">Leather on stainless steel casing, UFAA signature logo engraving, 3.5 x 2 inches	1	
2	UFAA Branded Note books	<ul style="list-style-type: none">Top Cover – Matt vanish 300 gsmInside page leaf - Bond paper 80 gsmBack cover – Chip board 280 gsmTop cover – full colorInside leafs – Full colorSpiral binding at the top50 leafs	1	
3		<ul style="list-style-type: none">Spiral Bound A5 legal or executive note pad70 yellow sheets per padPerforated for easy removalPre – punched for filing	1	

	Branded notebooks	<ul style="list-style-type: none"> • Paper thickness 80gsm • 		
4	Branded executive diaries	<ul style="list-style-type: none"> • Soft Leather Finish Executive Diary Notebook with 224 ruled pages (front and back) • Soft Cover with PU Leather Finish Executive Notebook Diary Rounded Corners for a Finished Look Integrated Bookmark • Archival-Quality Pages Made From Acid-Free Paper-Resists Damage From Light and Air • Product Size : 5 x 8 inches (portrait), Paper Quality 80 GSM Ruled Pages • Elastic Closure Helps Keep Notebook Securely Closed • 400 pages (which includes 24 pages of 12 separator, 16 index pages, 16 end pages for notes and phone Nos etc 	1	
5	Design and printing of UFAA flyers	<ul style="list-style-type: none"> • Content- About UFAA , UFA regime • Gloss-art paper • 115 gsm • A5 • Printed in full color on both sides 	1	
6	Banners (Tear Drops)	<ul style="list-style-type: none"> • As per standard tear drop banner • For outdoor use • Two sided printing • Flexi face material • Artworks to be supplied by UFAA • Printed in full color two sides • Canvas carrying case included 	1	
7	Banners (Pull ups)	<ul style="list-style-type: none"> • For indoor use • One sided printing • Banner to be supplied with stand/frame • Banner Stand – EX-T • Banner Base –Wide Base • PVC Flexi face material • Printed in full color • Canvas carrying case included 	1	
8	Banners (telescopic)	<ul style="list-style-type: none"> • As per standard Telescopic banner • Flexi face material • For outdoor use • Two sided printing • Height 4 meters 	1	

		<ul style="list-style-type: none"> • Canvas carrying case included 		
9	Banners (back drop)	<ul style="list-style-type: none"> • As per standard • 3 m * 3 m • UV vanish and self adhesive • Full colour • Canvas carrying case included • 	1	
10	Banners (water base X- stand)	<ul style="list-style-type: none"> • Hardware Size: 28.5"W x 78.5"H x 36"D • Banner Size: 26.75"W x 74"H • Hardware Material: fiberglass and plastic • Banner Material: 13 oz. gloss scrim vinyl, premium film, or polyester blend fabric • Full color single-sided imprint • Highly compatible with removable top legs • Flexible arms pull banner taut and creates stability • Banner easily attaches with grommets • Canvas carrying case included 	1	
11	Desk tent calendar	<ul style="list-style-type: none"> • Size: 130mm(h) X 180mm(w) • Pages: 48 different colour print pages (printed both sides) • Binding: Wire Binding • Text: (Coated) Magno matt - 170g/m2 • Stand: (Coated) Magno matt – 600g/m2 • Printing: Text – Full colour throughout - both sides 	1	
13	Brochures	<ul style="list-style-type: none"> • 130gsm A4 size Gloss art paper • Printed in full color on both sides • Loose • Cut to sizes and folded • 	1	
14	Wall Calendar	<ul style="list-style-type: none"> • Wall: 170 GSM Art Paper Gloss Finish (Magno) for Sheets and 130 GSM Art Paper Gloss Finish • The size of calendar will be 18" x 25" inches (Portrait) • 2. The calendar will comprise of 7 sheets in which 6 sheets will carry 12 months calendar on both sides and 1 sheet will show 12 pictures and narration of theme on one side and list of Gazetted and Restricted holidays etc on the other side. • Printed in full color 	1	
15	Corporate profile and journals	<ul style="list-style-type: none"> • Printing based on the content • Perfect finishing 	1	
16	UFAA Branded bucket hats	<ul style="list-style-type: none"> • 100% cotton • Embroidered UFAA initials and slogan • As per sample 	1	
17	Gift/ tote bags (paper and canvas)	<ul style="list-style-type: none"> • Sisal/khaki materials • 100mm X 410mm • UFAA signature logo 	1	
18	Business cards	<ul style="list-style-type: none"> • 90mm x 55mm • Ivory Board Paper 	1	

		<ul style="list-style-type: none"> • 300GSM • Printed in full color • Trimmed to size • 		
19	Staff ID/ Proximity cards	<ul style="list-style-type: none"> • Plastic Laminated with chip card as per design and sample • embedded antenna • size 3.375" x 2.125" • material: Composite (60% PVC and 40% PET) 	1	
20	Branded reflector jackets	<ul style="list-style-type: none"> • Initials printed at the back (yellow) • Pocket size Logo on the front left breast 	1	
21	UFAA Branded umbrellas	<ul style="list-style-type: none"> • Include UFAA corporate colors with UFAA logo • Standard automatic Umbrella • 140cm open diameter • Canopy Arch 	1	
22	Media Kit Folders	<ul style="list-style-type: none"> • Plastic branded folders with UFAA corporate colors 	1	
23	Branded Flash disks	<ul style="list-style-type: none"> • Branded blue flash disks imprinted with company logo • 8 GB • UV Printing 	1	
24	UFAA Visitors Book	<ul style="list-style-type: none"> • 298 by 210 mm • Hard cover • Blue vinyl with company logo 	1	
25	UFAA Bumper Stickers	<ul style="list-style-type: none"> • 30cm by 8cm • PVC material • Printed on gloss sticker 	1	
26	UFAA Round-neck/ V-Neck T-Shirts	<ul style="list-style-type: none"> • Blue and White embroidered UFAA logo at the front left breast area. • Material- 100% cotton 	1	
27	Staff Polo Neck Shirts	<ul style="list-style-type: none"> • Plain blue and white embroidered at the front left breast • Polyester material • No pocket 	1	
29	Street Banners	<ul style="list-style-type: none"> • As per standard street banner 	1	
30	Name Tags and branded lanyards	<ul style="list-style-type: none"> • Blue woven polyester straps with UFAA initials and slogan • Name tag as per sample 	1	
31	Branded water Bottles	<ul style="list-style-type: none"> • 1000ml • Vacuum Insulated Metal Water Bottle - Standard Mouth Flask - BPA Free - Straw Water Bottle for Work, Gym, Travel, Sports 	1	

		<ul style="list-style-type: none"> • 		
32	Branded mouse pad	<ul style="list-style-type: none"> • Rubber • Corporate colors 	1	
33	Branded thermal mug	<ul style="list-style-type: none"> • Dimension: 3.5" diameter x 6.2" h; 397 grams capacity • Materials: Stainless steel body; plastic handle and base; rubber-lined plastic lid • UFAA corporate colors 	1	
34	Branded Mask	<ul style="list-style-type: none"> • Reusable 3ply face mask • Branded with logo • UFAA corporate colors 	1	
35	Branded Hoodies	<ul style="list-style-type: none"> • Cotton & polyester material • No-Cut Printable Branding with UFAA corporate colors 	1	
37	Branded Key Ring	<ul style="list-style-type: none"> • Circular and Square • UFAA corporate colors 	1	
38	Branded Executive Pens	<ul style="list-style-type: none"> • Gold • Black • round ballpoint pen • uv branding of logo and slogan 	1	
39	Branded Wristband	<ul style="list-style-type: none"> • Silicon Branded Wristband with company logo 	1	
40	Branded Thermo Flask	<ul style="list-style-type: none"> • Engravable branded thermo flask • Shiny Metallic 	1	
41		<ul style="list-style-type: none"> • 		
42	Executive Gift Set	<ul style="list-style-type: none"> • Assorted gift items namely (Branded Kikoy with an inside liner, White/red wine 750ml and Chocolate pack) 	1	
43	Desk organizer	<ul style="list-style-type: none"> • small size desk organizer • Glass material • Engrave branding 	1	
44	Branded Phone Covers	<ul style="list-style-type: none"> • Branded with UFAA logo 	1	
45	Branded Table Coaster	<ul style="list-style-type: none"> • Circular • Square • UFAA Corporate colors 	1	
46	Custom Button	<ul style="list-style-type: none"> • Aluminum 	1	

	Badges	<ul style="list-style-type: none"> • UFAA Corporate colors 		
47	Branded Wheel Covers	<ul style="list-style-type: none"> • PVC type • UFAA Corporate colors 	1	
48	Wall clock	<ul style="list-style-type: none"> • Circular • Easy-to-read numbers • Thick black frame to emphasis white face • Lightweight • Quartz hand movement • Fits nicely in small spaces • Branded clock face 	1	
49	Card holder album	<ul style="list-style-type: none"> • Album Size: 19.5*11*1.8cm. • Insert Size: 8.8*5.6cm. • 120 Pockets 	1	
50	Napkin Dispenser Box	<ul style="list-style-type: none"> • 23.6 x 14.4 x 11.4 cm; • Free Standing • Premium quality wood with smooth finish for an elegant look. • Lid with magnetic closure. Easy to keep and remove tissue • 	1	

NOTE

1. Bidders **MUST** indicate the brand for the items they are quoting. Brands must be of high quality and KEBS certified
2. Awards will be made to the lowest evaluated bidders per item
3. In case of discrepancy between unit price and total price, the unit price shall prevail.
4. The quantity is only an estimate and indicative. The orders will be placed **“as and when required through call off using LPO”**
5. Prices quoted **Must** be valid for at least 12 Months.
6. UFAA will establish if items quoted for are within prevailing market rates from the known retail outlets or from Public Procurement Regulatory Authority Price Index. Any prices above market rate will be rejected.

SECTION VII – STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and it must be duly signed by duly authorized representatives of the tenderer.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the UFAA.
3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents
4. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the UFAA.
5. The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in accordance with the form indicated herein or in another form acceptable to the UFAA and pursuant to the – conditions of contract.
7. The Declaration form should be completed by the Managing Director or as appropriate in accordance with the tender documents.

FORM OF TENDER

To:

Date: _____

The Chief Executive Officer
Unclaimed Financial Assets Authority
P.O. Box 28235-00200
NAIROBI.

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply promotional materials under this tender in conformity with the said Tender document for the sum of **KES**
.....**words**
.....**figures** [Total Tender amount in words and figures] Inclusive of applicable **taxes** 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 supply promotional materials in accordance with the conditions of the tender.
3. If our Tender is accepted, we will obtain the performance guarantee in a sum equivalent to **one (1%)** percent of the Contract Price for the due performance of the Contract, in the form prescribed by UFAA.
4. We agree to abide by this Tender for a period of **120** [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 the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___ between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called "the Procuring entity") of the one part and [Name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the Procuring entity invited tenders for certain services. Viz..... [brief description of the services] and has accepted a tender by the tenderer for the supply of those services in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____(for the UFAA)

Signed, sealed, delivered by _____ the _____(for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 Email

Nature of Business

Registration Certificate No.

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

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																									
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	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																									
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	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	Date..... Signature of Candidate.....																									

TENDER SECURING DECLARATION FORM (MANDATORY)

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Unclaimed Financial Assets Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *12 months* starting on the proposed commencement date of the contract, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM

To:(Name of Employer)

..... (Date)

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 services] (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 figures],

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 your 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_____

Signature and seal of the Guarantors

_____ [name of bank or
financial institution]

_____ [address]

_____ [date]

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

DECLARATION FORM (MANDATORY)

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Bidder in respect of **Tender No.** To supply goods, render services and/or carry out works for Unclaimed Financial Assets Authority and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Unclaimed Financial Assets Authority, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Unclaimed Financial Assets Authority.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

DECLARATION FORM (MANDATORY)

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

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

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

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

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

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

Bidder's Official Stamp

PRICE SCHEDULE (MANDATORY)

Items

1	2		Quantity	Unit Price
No.	Description of goods	Specifications	1	
1	UFAA Branded business cardholder	<ul style="list-style-type: none"> • Leather on stainless steel casing, UFAA signature logo engraving, 3.5 x 2 inches 	1	
2	UFAA Branded Note books	<ul style="list-style-type: none"> • Top Cover – Matt vanish 300 gsm • Inside page leaf - Bond paper 80 gsm • Back cover – Chip board 280 gsm • Top cover – full color • Inside leafs – Full color • Spiral binding at the top • 50 leafs • 	1	
3	Branded notebooks	<ul style="list-style-type: none"> • Spiral Bound A5 legal or executive note pad • 70 yellow sheets per pad • Perforated for easy removal • Pre – punched for filing • Paper thickness 80gsm • 	1	
4	Branded executive diaries	<ul style="list-style-type: none"> • Soft Leather Finish Executive Diary Notebook with 224 ruled pages (front and back) • Soft Cover with PU Leather Finish Executive Notebook Diary Rounded Corners for a Finished Look Integrated Bookmark • Archival-Quality Pages Made From Acid-Free Paper-Resists Damage From Light and Air • Product Size : 5 x 8 inches (portrait), Paper Quality 80 GSM Ruled Pages • Elastic Closure Helps Keep Notebook Securely Closed • 400 pages (which includes 24 pages of 12 separator, 16 index pages, 16 end pages for notes and phone Nos etc 	1	

5	Design and printing of UFAA flyers	<ul style="list-style-type: none"> Content- About UFAA , UFA regime Gloss-art paper 115 gsm A5 Printed in full color on both sides 	1	
6	Banners (Tear Drops)	<ul style="list-style-type: none"> As per standard tear drop banner For outdoor use Two sided printing Flexi face material Artworks to be supplied by UFAA Printed in full color two sides Canvas carrying case included 	1	
7	Banners (Pull ups)	<ul style="list-style-type: none"> For indoor use One sided printing Banner to be supplied with stand/frame Banner Stand – EX-T Banner Base –Wide Base PVC Flexi face material Printed in full color Canvas carrying case included 	1	
8	Banners (telescopic)	<ul style="list-style-type: none"> As per standard Telescopic banner Flexi face material For outdoor use Two sided printing Height 4 meters Canvas carrying case included 	1	
9	Banners (back drop)	<ul style="list-style-type: none"> As per standard 3 m * 3 m UV vanish and self adhesive Full colour Canvas carrying case included 	1	
10	Banners (water base X- stand)	<ul style="list-style-type: none"> Hardware Size: 28.5"W x 78.5"H x 36"D Banner Size: 26.75"W x 74"H Hardware Material: fiberglass and plastic Banner Material: 13 oz. gloss scrim vinyl, premium film, or polyester blend fabric Full color single-sided imprint Highly compatible with removable top legs Flexible arms pull banner taut and creates stability Banner easily attaches with grommets Canvas carrying case included 	1	
11	Desk tent calendar	<ul style="list-style-type: none"> Size: 130mm(h) X 180mm(w) 	1	

		<ul style="list-style-type: none"> • Pages: 48 different colour print pages (printed both sides) • Binding: Wire Binding • Text: (Coated) Magno matt - 170g/m2 • Stand: (Coated) Magno matt – 600g/m2 • Printing: Text – Full colour throughout - both sides 		
13	Brochures	<ul style="list-style-type: none"> • 130gsm A4 size Gloss art paper • Printed in full color on both sides • Loose • Cut to sizes and folded • 	1	
14	Wall Calendar	<ul style="list-style-type: none"> • Wall: 170 GSM Art Paper Gloss Finish (Magno) for Sheets and 130 GSM Art Paper Gloss Finish • The size of calendar will be 18" x 25" inches (Portrait) 2. The calendar will comprise of 7 sheets in which 6 sheets will carry 12 months calendar on both sides and 1 sheet will show 12 pictures and narration of theme on one side and list of Gazetted and Restricted holidays etc on the other side. • Printed in full color 	1	
15	Corporate profile and journals	<ul style="list-style-type: none"> • Printing based on the content • Perfect finishing 	1	
16	UFAA Branded bucket hats	<ul style="list-style-type: none"> • 100% cotton • Embroidered UFAA initials and slogan • As per sample 	1	
17	Gift/ tote bags (paper and canvas)	<ul style="list-style-type: none"> • Sisal/khaki materials • 100mm X 410mm • UFAA signature logo 	1	
18	Business cards	<ul style="list-style-type: none"> • 90mm x 55mm • Ivory Board Paper • 300GSM • Printed in full color • Trimmed to size • 	1	
19	Staff ID/ Proximity cards	<ul style="list-style-type: none"> • Plastic Laminated with chip card as per design and sample • embedded antenna • size 3.375" x 2.125" • material: Composite (60% PVC and 40% PET) 	1	
20	Branded reflector jackets	<ul style="list-style-type: none"> • Initials printed at the back (yellow) • Pocket size Logo on the front left breast 	1	
21	UFAA Branded umbrellas	<ul style="list-style-type: none"> • Include UFAA corporate colors with UFAA logo • Standard automatic Umbrella • 140cm open diameter • Canopy Arch 	1	
22	Media Kit Folders	<ul style="list-style-type: none"> • Plastic branded folders with UFAA corporate colors 	1	
23	Branded Flash	<ul style="list-style-type: none"> • Branded blue flash disks imprinted with company logo 	1	

	disks	<ul style="list-style-type: none"> • 8 GB • UV Printing 		
24	UFAA Visitors Book	<ul style="list-style-type: none"> • 298 by 210 mm • Hard cover • Blue vinyl with company logo 	1	
25	UFAA Bumper Stickers	<ul style="list-style-type: none"> • 30cm by 8cm • PVC material • Printed on gloss sticker 	1	
26	UFAA Round-neck/V-Neck T-Shirts	<ul style="list-style-type: none"> • Blue and White embroidered UFAA logo at the front left breast area. • Material- 100% cotton 	1	
27	Staff Polo Neck Shirts	<ul style="list-style-type: none"> • Plain blue and white embroidered at the front left breast • Polyester material • No pocket 	1	
29	Street Banners	<ul style="list-style-type: none"> • As per standard street banner 	1	
30	Name Tags and branded lanyards	<ul style="list-style-type: none"> • Blue woven polyester straps with UFAA initials and slogan • Name tag as per sample 	1	
31	Branded water Bottles	<ul style="list-style-type: none"> • 1000ml • Vacuum Insulated Metal Water Bottle - Standard Mouth Flask - BPA Free - Straw Water Bottle for Work, Gym, Travel, Sports • 	1	
32	Branded mouse pad	<ul style="list-style-type: none"> • Rubber • Corporate colors 	1	
33	Branded thermal mug	<ul style="list-style-type: none"> • Dimension: 3.5" diameter x 6.2" h; 397 grams capacity • Materials: Stainless steel body; plastic handle and base; rubber-lined plastic lid • UFAA corporate colors 	1	
34	Branded Mask	<ul style="list-style-type: none"> • Reusable 3ply face mask • Branded with logo • UFAA corporate colors 	1	
35	Branded Hoodies	<ul style="list-style-type: none"> • Cotton & polyester material • No-Cut Printable Branding with UFAA corporate colors 	1	
37	Branded Key Ring	<ul style="list-style-type: none"> • Circular and Square 	1	

		<ul style="list-style-type: none"> • UFAA corporate colors 		
38	Branded Executive Pens	<ul style="list-style-type: none"> • Gold • Black • round ballpoint pen • uv branding of logo and slogan 	1	
39	Branded Wristband	<ul style="list-style-type: none"> • Silicon Branded Wristband with company logo 	1	
40	Branded Thermo Flask	<ul style="list-style-type: none"> • Engravable branded thermo flask • Shiny Metallic 	1	
41		<ul style="list-style-type: none"> • 		
42	Executive Gift Set	<ul style="list-style-type: none"> • Assorted gift items namely (Branded Kikoy with an inside liner, White/red wine 750ml and Chocolate pack) 	1	
43	Desk organizer	<ul style="list-style-type: none"> • small size desk organizer • Glass material • Engrave branding 	1	
44	Branded Phone Covers	<ul style="list-style-type: none"> • Branded with UFAA logo 	1	
45	Branded Table Coaster	<ul style="list-style-type: none"> • Circular • Square • UFAA Corporate colors 	1	
46	Custom Button Badges	<ul style="list-style-type: none"> • Aluminum • UFAA Corporate colors 	1	
47	Branded Wheel Covers	<ul style="list-style-type: none"> • PVC type • UFAA Corporate colors 	1	
48	Wall clock	<ul style="list-style-type: none"> • Circular • Easy-to-read numbers • Thick black frame to emphasis white face • Lightweight • Quartz hand movement • Fits nicely in small spaces • Branded clock face 	1	
49	Card holder album	<ul style="list-style-type: none"> • Album Size: 19.5*11*1.8cm. • Insert Size: 8.8*5.6cm. • 120 Pockets 	1	

50	Napkin Dispenser Box	<ul style="list-style-type: none"> • 23.6 x 14.4 x 11.4 cm; • Free Standing • Premium quality wood with smooth finish for an elegant look. • Lid with magnetic closure. Easy to keep and remove tissue • 	1	
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Name and Signature of Authorized signatory:

Stamp and Date:

NOTE

1. Bidders **MUST** indicate the brand for the items they are quoting. Brands must be of high quality and KEBS certified
2. Awards will be made to the lowest evaluated bidders per item
3. In case of discrepancy between unit price and total price, the unit price shall prevail.
4. The quantity is only an estimate and indicative. The orders will be placed **“as and when required through call off using LPO”**
5. Prices quoted **Must** be valid for at least 12 Months.