



UNCLAIMED FINANCIAL ASSETS AUTHORITY

P.O BOX 28235-00200

NAIROBI KENYA

PROVISION OF FINANCIAL REPORTING SOFTWARE MAINTENANCE

RFQ/056/2023-2024

FEBRUARY 2024

**SUBMIT COPY OF RFQ VIA E- PROCUREMENT PORTAL
<https://eProcurement.ufaa.go.ke> & HARCOPY VIA THE QUOTATION BOX**

REQUEST FOR QUOTATIONS (RFQ)

From: Unclaimed Financial Assets Authority P.O Box 28235-00200

RFQ FOR PROVISION OF FINANCIAL REPORTING SOFTWARE MAINTENANCE

RFQ/056/2023/2024

1. The **Unclaimed Financial Assets Authority** invites you to submit quotations for **Provision of services** indicated in detail in “Table A. Schedule of Requirements and Specifications”. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours **0800hrs- 1700hrs** at the address given below.
2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **14th February 2024 at 12.30pm**.
3. Enquiries regarding this quotation may be addressed to **procurement@ufaa.go.ke**.
4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
5. Please inform by email or express mail the undersigned within **2 days** of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

- 1) Name of Procuring Entity **Unclaimed Financial Assets Authority**.
- 2) Mailing Address: **tenders@ufaa.go.ke & https://eProcurement.ufaa.go.ke**
- 3) **PACIS CENTRE, 2ND FLOOR, SLIP ROAD, OFF WAIYAKI WAY – QUOTATION BOX**

Yours sincerely,

CEO/MT

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for **90** days from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

- 1) Name of Procuring Entity **Unclaimed Financial Assets Authority.**
- 2) Mailing Address: tenders@ufaa.go.ke & <https://eProcurement.ufaa.go.ke>
- 3) **PACIS CENTRE, 2ND FLOOR, SLIP ROAD, OFF WAIYAKI WAY**
- 4) Date of Submission (deadline): **14th February 2024** (day, month, and year).
- 5) Time of Submission (deadline): **12.30 PM** (Kenya time).
6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (i) valid trading license (ii) certificate of registration, and (iii) valid tax compliance certificate for the previous Financial Year. (iv) AGPO Certificate. The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for goods. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.
12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed.

The Procuring Entity shall not allow quotations in foreign currency.

13. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
 - i) Preliminary examination to determine Tenderer eligibility: (i) valid trading license (ii) certificate of registration, and (iii) tax compliance certificate
 - ii) Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
 - iii) Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer: Tenderer must complete and submitted to tenders@UFAA.GO.KE as part of the Form of quotation.

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM
- (v) FOREIGN TENDERER 40% RULE (where provided)

FORM OF QUOTATION [To be completed by Tenderer]

Quotation Addressed to (<i>Procuring Entity</i>)	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated _____, referenced above, we offer to _____ (specify one of supply goods, complete the works or provide the services) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings _____ (in words) _____
OR in Foreign Currency (if allowed), Currency _____ amount _____ (in words) _____
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the _____ (goods to be supplied/works to be constructed/services to be provided (select one) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: _____ days from the time and date of the submission deadline (number to be same as in the instructions to Tenderers).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Quotation Determination” attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: _____ days from date of acceptance of Quotation. The warranty period offered is _____ weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

i) SCHEDULE OF REQUIREMENTS TABLE

A Item	B Description of Service	C Quantity	D Unit price	E Total Price in Ksh
1	PROVISION OF FINANCIAL REPORTING SOFTWARE MAINTENANCE	1		
TOTAL PRICE IN KSH.				

Signature:_____

And seal/Stamp

Name:_____

Position:

Authorized for and on behalf of (*specify name of tenderer*) _____

Date _____

ii) FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

- i) Are there any person/persons in **Unclaimed Financial Assets Authority** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

		Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract.		

iii) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

(Signature)

_____)_____
(Date)

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the _____
_____ [Name of Procuring Entity] for: _____
_____ [Name and number of quotation] in response to the request for tenders made by:
_____ [Name of Tenderer] do hereby make the following statements
that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a quotation in response to this request for quotations;
 - b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a quotation; or
 - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORM

We, the Tenderer _____ (*insert name*) submitting our Quotation in respect of Quotation No _____ for _____ (*insert quotation Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
 - i) the RFQ for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of (*name of the procuring entity*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: [*insert complete name of tenderer signing the quotation*]

Name of the person duly authorized to sign the quotation on behalf of the Tenderer: [*insert complete name of person duly authorized to sign the quotation*]

Title of the person signing the Quotation: [*insert complete title of the person signing the quotation*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

v) FOREIGN TENDERER 40% RULE: N/A

(not to be included in the RFQ for supply of goods, supply and installation of plant and equipment, insurance, purchase of property, and other RFQ where this rule may not be practical).N/A

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete this form to demonstrate that the quotation fulfils this condition. N/A

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B				
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D				
1				
2				
3				
4				
5				
E				
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

[Procuring Entity to complete Columns a-d and Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

Item No	Description of Goods	Quantity	TECHNICAL SPECIFICATIONS (completed by <i>Procuring Entity</i>)	CONFORMITY WITH TECHNICAL SPECIFICATIONS <i>(to be completed by Tenderer)</i>
	B	C	D	E
1.	PROVISION OF FINANCIAL REPORTING SOFTWARE MAINTENANCE	1	As per the Terms of Reference (TOR) below	

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

TERMS OF REFERENCE FOR FINANCIAL REPORTING SOFTWARE MAINTENANCE

1.0.OBJECTIVE

The objective of this procurement is facilitating maintenance of the automated Jet Application for quarterly and annual reporting for the Authority and Trust Fund Financial Statements from the Trial Balance generated by the Microsoft Dynamics Navision ERP System.

Unclaimed Financial Assets Authority is looking into ways of ensuring the Jet application that is used in reporting and analytics to leverages on technology and that helps the organization to report in a timely manner, with guaranteed accuracy and in compliance to the latest disclosures of the Public-Sector Accounting Standards Board (PSASB) by taking into account the specified reporting frameworks that apply to Public Sector entities is maintained. To this end, UFAA invites bids for maintenance of the Jet Reporting& Analytics Application. The solution is IPSAS accrual compliant with capability to support annual and quarterly financial reporting process. Additional Budget Reporting templates and analytics are desirable for enhancement. The software is able to import data from the UFAA's ERP system.

2.0. SCOPE OF WORK

The scope of work include:-

1. Maintenance of Jet financial reporting.
2. Enhancement of Analytics component
3. Maintenance of the appropriate software, licenses and kits.
4. Testing the software with end users.
5. Training of minimum of four (4) users and one (1) administrator
6. Preparation and timely submission of project reports.

3.0.TECHNICAL REQUIREMENTS

3.1.Technical Response

Provide detailed responses to demonstrate how their proposed solution will help in achieving UFAA desired objectives.

The major objective is to ensure maintenance of the Jet Software that facilitates freeing up capacity in the Finance Department by implementing a solution that takes away the laborious manual process of preparing accounting schedules and notes on financial statements on an Annual and Quarterly/In Year basis on MS Word and MS Excel from Microsoft Navision ERP. The Jet application enables:

- 1) Automated function of gathering the necessary information from the ERP system
- 2) Provision of an intuitive method of allocating accounts to IPSAS Accrual disclosure line items
- 3) Automated changes and updates to IPSAS in financial reporting
- 4) Automated creation of accounting schedules
- 5) Automated/integrated population of the MS Word and MS Excel Financial Statements
- 6) Provision of links between each statement line and the accounting schedules
- 7) Provision of jumps between statement lines and notes allowing a drill down.
- 8) Provide a platform to project the impact of corrections on the statements prior to GL update.
- 9) Provide a platform for evidence gathering, information sharing and issue tracking.
- 10) Performing aggregation and consolidation process including eliminations wherever required
- 11) Facilitating budget and financial information analytics

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

3.2.Expected deliverables

1. Functional Requirements Design for any proposed additional enhancement
2. Onsite training of administrators and 4 end users
3. Maintenance of the Jet application
4. User licenses
5. User training for end-users and administrators
6. Warranty Report

3.3.Proposed Implementation Approach, Methodology and Work Plan

Describe the technical approach and methodology to deliver this assignment, to realize the expected output. The project shall be implemented preferably over a duration of 1 year, continuous support and thereafter certification training for at most 4 functional users. In this regard, the bidder is required to propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the UFAA), and delivery timelines. Further, the bidder should provide costs of implementing and the recommended priority order of implementation. The proposal should provide:

1. Minimum system requirements including network and hardware needs.
2. Licensing Requirements.
3. Installation requirements, including detailing costing
4. Dependencies and collaboration with the existing Microsoft Dynamics Navision
5. Security and updates

The proposal should be aligned with Unclaimed Financial Assets Authority mission statement, so that it gives the preparer of financial statements:

1. Technology that minimizes or eliminates manual work so that they can use time and resources more productively i.e. to analyze the information rather than collate the information
2. Platform to share and archive the information in a secure environment
3. Steps to achieve quality results quickly, thereby increasing capacity by reducing time spent on manual processes
4. Effectiveness and ability to improve timely compliance
5. Platform to raise issues, keep track of statement and balance queries and manage issue to resolution

The proposed methodology should outline in detail:

➤ ***Supplier Capacity and Understanding of UFAA's needs, including:***

1. Solution partners.
2. Relevant regulatory approvals.

➤ ***Proposed solution including rationale including;***

1. Benefits to UFAA and major stakeholders
2. Pricing
3. 5 Major clients and key contacts and references

➤ ***Software Maintenance***

1. Implementation Team; highlighting key qualifications and relevant years of experience.
2. Implementation training
3. Proposed Enhancements
4. Provide possible costs to enhance analytics and Budget planning.
5. Annual maintenance costs

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

3.4. Facilities Administrative and Reporting Framework

The Vendor will be responsible to the CEO/Managing Trustee, through the Head of Finance & Accounting on all matters of the project. The Consultant will work closely with the Finance and IT team. UFAA will provide the following inputs:

1. Training facilitation
2. Access to Microsoft Navision ERP to facilitate integration.
3. Trial Balance
4. Soft and hard copy of financial statements
5. General ledger details and transactions
6. Budget and financial information Analytics

3.5. Pricing and Payment Terms

The terms of payments to the bidder will be as follows:

1. The payment will be made in Kenya Shillings.
2. Payments shall be tied to deliverables as per below schedule.
3. Be made according to the conditions of contract

Pricing based on a cloud solution will be provided by the software provider as shown below:

Cost Item	Mode	Annual Cost
Maintenance Costs		
Quarterly and Annual PSASB Template updates and deployment and maintenance – UFAA, Trust Fund and Mortgage		
Training		N/A
Total		
Enhancements		
Additional Licenses		
Certification training		

Notes:

1. Provide details for enhancements and certification training costs and requirements

The terms of payment to the bidder will be as below:

SN	Description	Payment Amount
1	Quarterly Maintenance Cost	Amount per quarter
2	User license	100 %
3	Enhancements	
4	Training users	

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

4.0 METHODOLOGY

The bidder should clearly provide information regarding the implementation methodology to utilize. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources.

5.0 TECHNOLOGY

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

1. The proposed components of the system
2. The application development environment.
3. The database proposed.
4. Operating system proposed.
5. Client or end-user operating systems supported.
6. Licensing and annual renewal requirements
7. Network environment(s) supported.
8. Data security and system upgrades.
9. Upgrades to align with PSASB requirements.

6.0 TRAINING

UFAA attaches great importance to the training of its staff at different levels including system support, database administration and end users.

The successful supplier of the software will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use-qualified personnel. Training for end users will be on-site and scheduled according to the user roles. The bidder should include certification training program and cost in detail for UFAA to assess its adequacy.

4.0.EVALUATION CRITERIA

4.1. Mandatory Requirements (MR)

ITEM	MANDATORY REQUIREMENTS (MR)	YES/NO
MR 1	Valid copy of Registration Certificate/Certificate of Incorporation	
MR 2	Valid copy of Tax compliance certificate	
MR 3	Valid Manufacturer Authorization letter in the format provided	
MR 4	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR 5	Valid copy of Business Permit (County Government)	
MR 6	Valid copy of CR12 form issued by Registrar of Companies/ Business Registration Service	
MR 7	Duly filled form of quotation and price schedule in the format provided	

NOTE: Failure to submit any of the above requirements shall lead to automatic disqualification from further evaluation. UFAA will carry out due diligence to confirm the authenticity of the above documents, any forged or invalid documents will lead to disqualification.

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

8.3 Technical Evaluation Criteria

BIDDER CAPACITY	CRITERIA	MAXIMUM 100 MARKS
References	At least 5 client references, each at 1 Mark Give contact details; and reference person for each; including period and services offered.	5 Marks
Implementation Approach/Training	Detailed Criteria	Training – 5 Marks Licenses and Maintenance – 5 Marks Analytics and enhancements – 15 Marks Scheduling and plan – 5 Marks Total 30 Marks
KEY STAFF	Attach short bio, copies of relevant certificates with relevant implementation experience for:	Total 25 Marks
Project Manager	2 Marks for Certificate in ICT, Project Mgt & 2 Marks per implementation given (at least 4 sites)	10 Marks
Project Implementer (s)	2 Marks for relevant ICT and/or accounting certifications and qualifications 2 Marks per implementation given (at least 4 sites)	10 Marks
Account Manager	2 Marks for relevant certifications and qualifications 1 Mark per implementation given (at least 3 sites)	5 Marks
Sub Total		60
Bidders must score 48% at the technical stage to be able to move to the system demonstration stage. Bidders getting below 48% will be deemed as having failed and will not be evaluated further.		
SYSTEM DEMONSTRATION STAGE		
Understanding	Presentation at UFAA Offices on understanding of the scope, references, implementation & benefits) – (35 Marks) Proposed improvements (5 Marks)	40 Marks
Sub total		40
Grand Total		100

NB//: Bidders must score 70% to be able to move on to the financial evaluation stage. Bidders scoring below 70% will not be evaluated further.

8.4 Financial Evaluation Stage

The firm with the lowest price having passed technical evaluation and system demonstration will be invited for negotiations and contract award.

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

Note. UFAA reserves the right to carry out due diligence on all the references/documents provided and any false information provided will lead to automatic disqualification.

8.6 Clarifications:

UFAA will compile and respond to all clarifications received on or before 8th February **2024 at 5.00PM**. All requests for clarification should be addressed to the CEO and channeled to: procurement@ufaa.go.ke.

NB: Any request for clarification must be in writing and must be in reference to the specific parts of the tender document properly numbered. No clarification will be issued after the above date.

All received clarifications will be forwarded via the above email to all bidders

PAYMENT TERMS

100% upon delivery and confirmation of the licenses.

a) **DRAWINGS: N/A**

(Procuring Entity to attach Drawings (if any): N/A

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)

Item	Description of Goods <i>(Procuring Entity to select one)</i>	Quantity	Unit price	Total Price
	B	C	D	E
1	PROVISION OF FINANCIAL REPORTING SOFTWARE MAINTENANCE	<i>1</i>		
		TOTAL PRICE		

Signature:_____

And seal/Stamp_____

Name:_____

Position:

Authorized for and on behalf of *(specify name of tenderer)* _____

Date _____

CONTRACT AGREEMENT

- (1) THIS CONTRACT AGREEMENT is made _____ (specify date).
Between _____ [Insert complete name of Procuring Entity], and having its principal
place of Business at _____ [Insert address of Procuring Entity] and
_____ [Insert name of Supplier, or contractor or service provider],
and having its principal place of business at _____ [insert address of Supplier,
contractor or service provider].
- (2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one)
described in Table B, i.e. _____ [insert brief description of Goods,
works and Services] and has accepted a Quotation by the Tenderer in the sum of _____ [insert Contract
Price in words and figures] (hereinafter called “the Contract Price”).
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE.
 - c) FORM OF QUOTATION.
 - d) Conditions of Contract.
 2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service provider* as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (select one) in consideration of the provision of the Goods/works/services (select one) 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.
- (4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed:[insert signature]
in the capacity of.....[insert title or other appropriate designation]
in the presence of..... [insert identification of official witness]

For and on behalf of the Supplier/Contractor/Service Provider (select one)

Signed:[insert signature of authorized representative(s) of the
Supplier]
in the capacity of..... [insert title or other appropriate designation]
in the presence of..... [insert identification of official witness]

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (*select one*):

- i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.
- ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
- iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

9. Inspections and Tests

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tenderer is instructed to complete the particulars required in this Form, one *form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1	N/A			
2				
3				
4				
5				

(d) Registered Company, provide the following details.

i) Private or public Company ____N/A_____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)
Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				
4				
5				

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name _____

Title or Designation _____

(Signature)

(Date)

MANUFACTURER'S AUTHORIZATION FORM

*[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the **TDS**.]*

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT process]*

Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To:.....*[insert complete name of Procuring Entity]*

WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us.....
[insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:.....*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:.....*[insert title]*

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