RFP FOR THE APPOINTMENT OF MARKETING AGENCY SERVICES FOR RUKISHA RWANDA

RFP NO: THE APPOINTMENT OF MARKETING AGENCY SERVICES FOR RUKISHA RWANDA/10/2026

SUBMISSION DATE: 28th OCTOBER 2026.

SUBMISSIONS OF RFP WILL BE AT CPF GROUP OFFICES IN RWANDA AT ZEIN BUILDING-NYARUTARAMA AVENUE KIGALI.

NB: ELIGIBLE BIDDERS MUST HAVE BEEN REGISTERED IN RWANDA.

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SECTION I - LETTER OF INVITATION

1.1. CPF Group, being the procuring Agent, invites interested eligible bidders to submit their bids **for the appointment of marketing agency services for Rukisha Rwanda.**

1.2. A complete set of tender documents may be downloaded by interested candidates free of charge from www.cpf.or.ke. All bidders taking part in this tender must forward their particulars immediately for recording and any further clarifications and addenda to info@cpf.or.ke /procurement@cpf.or.ke (**Company Name and Contact Details).**

1.3. Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015, the Public Procurement and Disposal Regulations, 2020.

1.4. Interested firms may obtain further information on the tender document from.
Name of Procuring Entity: Rukisha Rwanda
Physical address: Procurement office, mezzanine floor CPF House
Postal Address: P.O Box 28938-00200 Nairobi Kenya info@cpf.or.ke
/procurement@cpf.or.ke/info@cpf.co.rw

1.5. Completed Tenders are to be enclosed in plain sealed envelopes (separated as technical proposal and financial proposal), marked with the tender reference number and name, and deposited at Zein building Ground floor KG9 number 47, Rukisha office, Ground floor addressed to:
Executive Director,
Rukisha Rwanda,
Zein building Ground floor KG9 number 47, Nyarutarama,
Kigali,
info@cpf.or.ke /procurement@cpf.or.ke/info@cpf.co.rw
To be received on or before 28th October at 11.00 A.M.

1.6. Tenders will be opened promptly thereafter.

1.7. All tenderers whose applications will have been received before the closing date and time will be advised of the results of their applications.

1.8. Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Rwandan Franc and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.

1.9. You are informed that it is not permissible to transfer this invitation to any other Consultant. A consultant will be selected under Quality and Cost Based Selection Method (QCBS) described in this RFP, in accordance with the policies established in the Public Procurement and Asset Disposal Act [PPDA] 2015.

The Scheme reserves the right to accept or reject any tender and may annul the

tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tender or tenderers

1.0 SECTION II – INFORMATION TO CONSULTANTS (ITC)

1.1 General Provisions – Definitions

i. "Client" means County Pension Fund.

ii. "Consultant" means the firm that has signed the contract with CPF Group Ltd.

iii. "Contract" means a legally binding written agreement signed between CPF Group Ltd and the Consultant and includes all the attached documents listed in Conditions of Contract.

iv. "Personnel" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under this Contract and whose CV is taken into account in the short listing the Consultant's invited to submit proposals.

v. "Non-Key Personnel" means an individual professional provided by the Consultant who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

vi. "Proposal" means the Technical and Financial Proposal of the Consultant.

vii "Services" means the work to be performed by the Consultant pursuant to the Contract.

viii. "TORs" means the "Terms of Reference" that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of DB Scheme and the Consultant, and expected results and deliverables of the assignment.

1.0 Introduction

Selection of Consultant

CPF Group. will select a firm from those invited to submit proposals according to the selection method described in the ITC Appendix.

Proposal Submission

Consultants are invited to submit both a technical proposal and a financial proposal, as specified in the ITC Appendix, for the consulting services required.

Familiarization with Local Conditions

Consultants must understand local conditions and factor them into their proposals.

Consultants are encouraged to liaise with the Scheme for any necessary information before submission.

Support from Scheme

The Scheme will provide inputs specified in the ITC Appendix, assist in obtaining licenses and permits, and make relevant project data and reports available.

Important Notes

Costs for proposal preparation and contract negotiation, including any site visits, are not reimbursable.

The Scheme is not obliged to accept any submitted proposal.

Conflict of Interest

Employees, committee members, board members of the Scheme, and their relatives (spouses and children) are not eligible to participate.

Access to RFP Documents

The procuring entity will allow tenderers to download the RFP document free of charge

1.1. Clarification and Amendment of RFP Documents

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

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

1.2. Preparation for Technical Proposal

2.1.3 The Consultants proposal shall be written in English language
2.1.4 In preparing the Technical Proposal, Consultants are expected to examine the
2.1.5 documents constituting this RFP in detail. Material deficiencies in providing the
2.1.6 information requested may result in rejection of a proposal.

2.1.7 While preparing the Technical Proposal, Consultants must give particular attention

2.1.8 to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or sub- consultancy as appropriate. Consultants shall not associate with the other Consultants invited for this assignment. Firms associated in contravention of this requirement shall automatically be disqualified. In all cases the shortlisted firm must ensure that

proposed key staff do not appear on the proposal of any other shortlisted firm. Firms with proposed key staff in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall, however, be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in the RFP to Information to Consultants, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.1.9 The Technical Proposal shall provide the following information using the attached Standard Forms.

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate, inter alia, the profiles of the proposed staff, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by Scheme.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the Authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during t h e period stated in the technical evaluation criteria.

(vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, Staffing and Monitoring of training or Any additional information

requested.

2.1.10 The Technical Proposals shall not include any financial information.

1.3. Preparation of Financial Proposal

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

2.1.12 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the Consultants, the sub-Consultants and their personnel.

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

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

1.4. Submission, Receipt, and Opening of Proposals

2.1.15 The original Technical Proposal and Financial Proposal; shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialized by the persons or person authorized to sign the proposals.

2.1.16 For each proposal, the Consultants shall prepare the number of copies indicated in Appendix "ITC". Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.1.17 The Tenderer is required to serialize all pages for each bid submitted.

2.1.18 The original and all copies of the Technical Proposal shall be placed in

a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL

PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and is clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."

2.1.19 The c o m p l e t e d Technical and Financial Proposals must be delivered at The Submission address on or before the time and date stated in the "ITC". Any proposa received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

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

1.5. Proposal Evaluation General

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

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

1.6. Evaluation of Technical Proposal

2.1.23 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated in the Appendix to Information to consultants. Each responsive proposal will be given a technical score (St). Actual score points are provided in the Appendix "ITC". A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

1.7. Public Opening and Evaluation of Financial Proposal

2.1.24 After Technical Proposal evaluation, Scheme shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non - responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. Scheme shall simultaneously notify the Consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those Consultants who choose to attend. The opening date of the financial proposal shall be after completing technical evaluation. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail to invite the bidder for opening ceremony.

2.1.25 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. Scheme shall prepare minutes of the public opening.

2.1.26 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has cost all the items of the corresponding Technical Proposal I and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

2.1.27 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of proposals, firms incorporated in Rwanda where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship should be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.1.28 This shall be based on Least Cost Selection.

2.1.29 The tender evaluation committee shall evaluate the tender within 21 days from the date of opening the tender.

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

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

2.1.32 Price variation requests shall be processed by scheme within 30 days of receiving the request.

1.8. Negotiations

2.1.33 Negotiations will be held at the same address as "address to send information to CPF Financial Services Ltd" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.1.34 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. Scheme and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff -months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the input required from Scheme to ensure satisfactory implementation of the assignment.

2.1.35 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no fees breakdown).

2.1.36 Having selected the form on the basis of, among other things, an evaluation of proposed key professional staff, Scheme expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, Scheme will require assurances that the experts will be actually available. Scheme will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.1.37 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations Scheme and the selected firm will initial the agreed Contract. If negotiations fail, Scheme will invite the firm whose proposal received the second highest score to negotiate a contract.

2.1.38 Scheme shall appoint a team for the purpose of the negotiations.

1.9. Award of Contract

2.1.39 The Contract will be awarded following negotiations. After negotiations are completed, Scheme will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation.

2.1.40 The selected firm is expected to commence the assignment on the date and at the location specified as per contract.

2.1.41 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there are an

administrative review request or any unforeseen delays.

2.1.42 The Scheme may at any time terminate procurement proceedings prior to notification of tender award and shall not be liable to any person for the termination.

2.1.43 Scheme shall give notice of the termination to all persons who submitted tenders of the termination within fourteen days of termination, and such notice shall contain the reason for termination.

2.1.44 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 provided.

(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

2.2 Confidentiality

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

2.3 Corrupt or fraudulent practices

2.3.1 The Scheme requires that the Consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he/she has not and will not be involved in corrupt or fraudulent practices.

2.3.2 Scheme will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.3.3 Further a consultant who is found to have indulged in corrupt or fraudulent

2.3.4 practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS (ITC)

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

Clause Reference

a) The name of client is: **Rukisha Rwanda**

b) Selection Method: Quality and cost-based selection method

c) Technical and Financial Proposals are requested: Yes

d) The name, objectives, and description of the assignment are: **RUKISHA/RW/RFP/10/2026/RFP for the appointment of marketing agency service for Rukisha Rwanda.** All enquiries regarding the RFP and the assignment can be made to: The name(s), address (es) and telephone numbers of Scheme's official(s) are:

Name of Procuring Agent: CPF Group Ltd. Name of procuring Entity: Rukisha Rwanda.
Physical address: Zein building, Ground floor KG9 number 47,
Email: info@cpf.or.ke /procurement@cpf.or.ke/info@cpf.co.rw

e) Price Charged for RFP Document: Free of Charge.

f) Consultants may request a clarification of any of the RFP documents only if up to third of publication period remains at the submission date.

g) The estimated number of professional staff months required for the assignment is;any number that the consultant deems to be adequate for the assignment.

h) Reimbursable expenses costs Not Applicable

i) Taxes: All applicable taxes are to be included in the Financial Proposals.

j) Consultants must submit an original and an additional one (1) copy of the technical proposal. Consultants must submit an original and additional one (1) copy of the financial proposal.

k) The proposal submission address is: CPF House, Procurement office, mezzanine floor.

l) Information on the outer envelope should also include:

CPF Group Limited.
Rukisha Rwanda,
Zein building, Ground floor KG9 number 47,
info@cpf.or.ke /procurement@cpf.or.ke/info@cpf.co.rw

and the information: Proposals must be submitted no later than **28th October 2026 at 11.00 AM Kigali Time.**

m) The address to seek any information to Scheme is:

CPF Group Ltd.
Procurement office, mezzanine floor CPF House
P.O Box 28938-00200 Nairobi Kenya
info@cpf.or.ke /

1.10. EVALUATION CRITERIA

(a) Mandatory Evaluation Criteria.

The Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference and Mandatory Requirements of the RFP, applying the evaluation criteria as follows.

Preliminary Evaluation Criteria (Mandatory Requirements) The tenderer Must:

S/No.	Details
MR 1.	Must submit bound bid document. (Spiral or book bound), clearly paginated
MR 2.	Bid document MUST be in original (1) and copy (1). (Financials be enclosed separately form of tender)
MR 3.	Attach a copy of the latest CR 12 issued by the Registrar of Companies not older than 6months
MR 4.	Attach a Copy of Registration Certificate/Certificate of Incorporation/ RDB Certificate.
MR 5.	Valid Rwanda Tax Compliance Certificate.
MR 6.	Provide Tender/bid security of at least Rwf 250,000.00 in the Form, format and valid for at least 150 days
MR 7.	Attach a completed, signed, and stamped confidential Business Questionnaire in the format provided
MR. 8	Team Leader must have a master's degree in either Marketing, Public Relations or Business Studies
MR 10.	Must submit a duly completed, stamped, and signed Ethics and Integrity Pact form any format
MR 11.	Must have been in existence in Rwanda for the last one (1 – 1.5) years atleast as an entity or a combined experience of leaders for atleast 5 years
MR 12.	Must attach a copy of current business license
MR14.	Must attach a copy of the Power of Attorney certified by a public nortary

Pass or fail

Note: Only bidders who meet above requirements will proceed with technical evaluation.

(b) Technical evaluation.

S/No.	Evaluation Criteria		Max score	Score awarded
1)	Firms Experience	Attach two contracts/LSOs or Award letters and two reference letters for the market agency from any organization carried out within the last one years from the same institutions. With at least one assignment carried out (3 marks per document)	30 Mrks	
2)	Organizational structure, professional qualification, and experience of staff	The organisational structure of the institution clearly shows levels of management and the workforce.	5 marks	
3)	Qualifications and experience of the proposed team to handle the project	Team Leader Master's degree in either Marketing, Digital Marketing, Strategic Marketing, Integrated Marketing Communications Advertising and Brand Management Marketing, Business Administration, Commerce, Communications, Public Relations, Advertising, Media	30mrks	

		Studies or another relevant discipline. - 4 marks Professional qualification either Chartered Institute of Marketing (CIM), Digital Marketing Institute (DMI), Institute of Data & Marketing (IDM) an equivalent institution and a member of marketer's institute or equivalent Over 10 Years of Experience – 7 marks 5 years to 9years – 3.5 marks Below 5 – 0marks **<u>Other team Members</u>** 3 team Members (4 marks each) Bachelor's degree in either Marketing, Digital Marketing, Strategic Marketing, Integrated Marketing Communications Advertising and Brand Management Marketing, Business Administration, Bachelor of Arts, Commerce, Communications, Public Relations, Advertising, Media Studies or another relevant discipline Professional qualification either Certified Chartered Institute of Marketing (CIM), Digital Marketing Institute (DMI), Institute of Data & Marketing (IDM) an equivalent institution and a member of marketer's institute or equivalent (7 marks) **Must attach C.V's and certified copies of academic and professional certificates.**		
4)	Methodology and approach	1. The firm's initiatives and recommendations to undertake the assignment, firms should demonstrate flexibility and ability to deliver within a tight deadline – (10mrks)		

		2. Propose workplan and methodology on how they will carry out the assignment, with clear timelines, reports, and presentations – (15mrks) 3. Value additions–Must clearly be documented – (5mrks)	30 marks	
5)	Additional Technical Requirements (5Marks)	1.Use of ICT in facilitating the execution of the assignment (The firm's administration and system's capacity). Describe your firm's level of technological investment and how ICT will be used to aid the execution of the exercise (2.5 Marks). Readiness to offer post research support. Describe your firm's willingness and ability to offer support after the submission of the final report should the clients require the same. Provide proof of past post research support. (2.5 Marks)	5 marks	
Total score is 100-Pass mark is 70% -			**100 marks**	
The financial envelope will be opened after technical evaluation for the firms that attain the technical pass mark of 70 marks.				

The financial envelope will be opened after technical evaluation for the firms that attain the technical pass mark of **70 out of 100 marks**.
Financials should be included.

1. Completed, signed, and stamped form of tender (financial proposal 4.1)
2. Financial breakdown – fully filled, signed, and stamped.

(Financial breakdown 4.2) (All in the format provided in the tender

document. Tender to be awarded to the most responsive evaluated

bidder

1.0 SECTION III: - TECHNICAL PROPOSAL

3.0 TECHNICAL PROPOSAL FORMS

3.1 The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all technical submissions as required and the technical proposal forms provided.

3.2 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.

3.3 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.4The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

1.11. TECHNICAL PROPOSAL SUBMISSION FORM

Date……
……

To:
CPF Group Office,
Rwanda at Zein,
building-Nyarutarama ,
info@cpf.or.ke /procurement@cpf.or.ke,
Dear Sir/Madam,

Appointment of marketing agency service for Rukisha Rwanda.

We, the undersigned, offer to provide the consulting services for the above-mentioned in accordance with your request for proposals dated [insert date]. We are hereby submitting our Technical Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal.

We hereby declare that

a) All the information and statements made in this Technical Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by Scheme.
b) Our Proposal shall be valid and remain binding upon us for the period of 120 days from the date of tender/proposal opening.
c) We have no conflict of interest.
d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of Rwanda.
e) We undertake to negotiate a Contract on the basis of the technical proposal to carry out the assignment.
f) We accept that there will be no substitution of key personnel for reasons which may lead to the termination of Contract negotiations and even the contract itself.

g) Our Proposal is binding upon us, and it is subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the negotiated contract. We understand that Scheme is not bound to accept any Proposal that it receives.

We remain,

Yours Sincerely,

Authorlzed Slgnature

.....

Name of Consultant

.....

Address.....

.....

Contact Phone

.....

e-mall.....

address).....

1.12. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(This form must be completed by all Applicants/Tenderers participating in this Tender.)

Name of Applicant/Tenderer: _____

Applicants are required to complete **Part 1** and **either Part 2(a), Part 2(b), or Part 2(c)**, as applicable to their legal status. **Parts 2(d) to 2(i)/(j)** shall be completed by all Applicants/Tenderers.

Applicants are advised that the submission of false, misleading, or incomplete information in this Questionnaire may result in the rejection of the Tender or termination of the Contract, where applicable.

Part 1 – General Information

Business Name: _____

Certificate of Incorporation/Registration No.: _____

Country of Registration: _____

Physical Address: _____

Town/City: _____

Building: _____

Floor: _____ **Plot No.:** _____

Street/Road: _____

Postal Address: _____

Postal Code: _____ **Country:** _____

Telephone No(s): _____

Mobile No(s): _____

E-mail Address: _____

Website: _____

Contact Person (Full Name): _____

Designation/Title: _____

Direct Telephone/Mobile No.: _____

Power of Attorney: Yes ☐ No ☐

If **Yes**, attach a certified copy of the Power of Attorney.

Nature of Business *(e.g., Manufacturer, Distributor, Consultant, Service Provider, Contractor, etc.):*

Part 2(a) – Sole Proprietorship *(Where Applicable)*

Full Name of Proprietor: _____

Nationality: _____

Country of Origin: _____

Company Profile

(Attach company profile, brochures, or other relevant supporting documents.)

Part 2(b) – Partnership *(Where Applicable)*

Provide details of all Partners.

Full Name Nationality Citizenship Percentage Shareholding (%)

Company Profile

(Attach company profile and brochures.)

Part 2(c) – Registered Company *(Where Applicable)*

Company Status: Private ☐ Public ☐

Company Profile

(Attach company profile. Public companies should also attach their latest Annual Report.)

Nominal Share Capital (Kshs.): _____

Issued Share Capital (Kshs.): _____

Provide details of the **Top Ten (10) Shareholders**.

No. Shareholder's Full Name Nationality Citizenship Percentage Shareholding (%)

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Top 10 Shareholders:

S/N	Full Name	Nationality	Citizenship Details	Shares (%)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Details of All Directors:

S/N	Full Name	Nationality	Citizenship Details	Shares (%)
1				
2				
3				
4				
5				
6				
7				
8			.	

Signature: .....
Date…….....

Part 2(d) – Debarment Declaration

I/We hereby declare that I/We have **not** been debarred from participating in any public or private procurement proceedings and shall not engage in any fraudulent, corrupt, coercive, collusive, or obstructive practices in relation to this Tender or any other procurement process.

Full Name(s): _____

Signature: _____

Capacity/Designation: _____

Date: _____day of _____, 2026.

Duly authorized to sign the Tender for and on behalf of:

_____

_____

Part 2(e) – Bankruptcy/Insolvency/Receivership Declaration

I/We hereby declare that I/We have **not** been declared bankrupt or insolvent by any competent authority and that I/We are **not** under receivership, administration, liquidation, or any other insolvency proceedings.

Full Name(s): _____

Signature: _____

Capacity/Designation: _____

Date: _____day of _____, 2026.

Duly authorized to sign the Tender for and on behalf of:

Part 2(f) – Criminal Offence Declaration

I/We, the undersigned, declare that the Applicant/Firm and its Directors have **not** been convicted of any criminal offence relating to professional conduct and have **not** made any false statements or misrepresentations regarding their qualifications to enter into a procurement contract within the three (3) years preceding the commencement of this procurement proceeding.

Name(s) of Director(s): _____

Signature: _____

For and on behalf of M/s: _____

Capacity/Designation: _____

Date: _____day of _____, 2026.

Supplier's/Company's Official Rubber Stamp: _____

Part 2(g) – Conflict of Interest Declaration

I/We, the undersigned, hereby declare that I/We have **no actual, potential, or perceived conflict**

of interest in relation to this procurement process.

Full Name(s): _____

Signature: _____

For and on behalf of M/s: _____

Capacity/Designation: _____

Date: _____day of _____, 2026.

Supplier's/Company's Official Rubber Stamp: _____

Part 2(h) – Declaration of Interest in the Firm

Please indicate whether any employee, officer, director, or representative of the Scheme or any other public institution has a direct or indirect interest in the Firm.

Response (Tick or Delete as Appropriate): ☐ Yes ☐ No

If **Yes**, provide the following details:

Name of Institution: _____

Name of Person: _____

Position/Designation: _____

Nature of Interest: _____

Declarant's Name: _____

Signature: _____

Date: _____day of _____, 2026.

Supplier's/Company's Official Rubber Stamp: _____

Part2(I)– Experience:

Please list below similar projects accomplished or companies/clients you have supplied with similar items or materials in the last 5years.

S/No.	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2(i) – Declaration

I/We, the undersigned, hereby declare that the information provided in this section is true, accurate, and complete to the best of my/our knowledge and belief. I/We further authorize the Procuring Entity to obtain any additional information or references concerning my/our company from any source deemed relevant, including, but not limited to, the Office of the Registrar of Companies, bankers, and any other appropriate institutions.

Full Name(s): _____

Signature: _____

For and on behalf of M/s: _____

Capacity/Designation: _____

Date: _____day of _____, 2026.

Supplier's/Company's Official Rubber Stamp:

1.13. MANDATORY ANTI-CORRUPTION DECLARATION

We acknowledge the importance of a free, fair, transparent, and competitive procurement process that is free from fraud, corruption, collusion, coercion, and other prohibited practices.

In this regard, we declare that we have neither offered nor granted, directly or indirectly, any unlawful or improper advantage, inducement, gift, or benefit to any public officer or any other person in connection with this Tender. Likewise, we have neither accepted nor will accept any such advantage in relation to this procurement process or, should we be awarded the Contract, during its execution.

We further declare that no actual, potential, or perceived conflict of interest exists within the meaning of the Public Procurement and Asset Disposal Act, 2015, and the applicable Regulations.

We undertake to comply fully with all applicable laws, regulations, and contractual obligations in the implementation of the Contract. We shall ensure that our employees, agents, subcontractors, and consortium members (where applicable) are informed of their respective obligations under this Declaration and shall comply with the laws of the Republic of Rwanda.

We further declare that our Company, its subcontractor(s), and all members of the consortium (where applicable) **have / have not** been debarred from participating in public procurement proceedings or included in any applicable sanctions or debarment list. *(Delete as appropriate.)*

We acknowledge and agree that the Procuring Entity shall be entitled to terminate the Contract immediately if any statement contained in this Declaration of Undertaking is found to be materially false or misleading, or if any ground for exclusion arises after this Declaration has been carried out.

Dated this _____day of _____, 2026.

Name of Company: _____

Name of Authorized Representative: _____

Designation: _____

Signature: _____

Official Stamp/Seal: _____

RECOMMENDATION LETTERS

(To be completed on the Client's Official Letterhead)

Our Ref.: _____

Date: _____

The Procurement Office
CPF Financial Services
Ltd Mezzanine Floor, CPF
House Haile Selassie
Avenue
P.O. Box 28938–00200
Nairobi, Kenya

Email: info@cpf.or.ke

RE: RECOMMENDATION LETTER FOR [NAME OF CONSULTANT]

This is to confirm that _____ provided consultancy services to _____under Contract No. _____during the period from _____to _____.

The details of the assignment are as follows:

- **Assignment Name:** _____
- **Nature of Consultancy Services:** _____
- **Contract Value:** _____
- **Project Location:** _____
- **Contract Commencement Date:** _____
- **Contract Completion Date:** _____
- **Client Contact Person:** _____
- **Telephone Number:** _____
- **E-mail Address:** _____

During the execution of the assignment, the Consultant demonstrated professionalism, technical competence, integrity, and the capacity to deliver quality services within the agreed timelines and to the required standards.

We confirm that the Consultant performed the assignment satisfactorily and fulfilled the contractual obligations in accordance with our expectations. Based on our experience, we have no hesitation in recommending _____ for similar

consultancy assignments.

Should you require any further information regarding the Consultant's performance, please do not hesitate to contact the undersigned.

Yours faithfully,

Name: _____

Designation: _____

Organization: _____

Signature: _____

Official Stamp/Seal: _____

1.14. REFERENCE LETTER

This is to confirm that have offered consultancy services for our firm and we confirm the details as outlined below:

Assignment name:	Country:
Location within Country	Professional Staff Provided by your Firm
Client's contact person for the assignment: (telephone no. and email address)	
Address	Duration of Assignment
Start Date Completion date	Approx. value of services
Schemes (Fund) Value:	
Name of Associated consultants	
Name of Senior Staff Involved & functions performed Name Role Functions	
Description of Actual Services Provided:	

We are satisfied with the firm's performance, which has met our expectations in regard to the assignment.

We would not hesitate to recommend as a reliable and professional fund management company. You may reach us on the given addresses to confirm the details provided.

Yours faithfully,

1.14 REFERENCE LETTER

(To be completed on the Client's Official Letterhead)

Date: _____

The Procurement Office
CPF Group LTD, Rwanda
at Zein building-
Nyarutarama avenue
Kigali.

RE: REFERENCE LETTER FOR [NAME OF CONSULTANT]

This is to confirm that _____provided consultancy services to _____under Contract No. _____ _____ during the period from _____to _____.

The details of the assignment are as follows:

Assignment Details	Information
Assignment Name	
Client Organization	
Country	
Project Location	
Nature of Consultancy Services	
Contract Commencement Date	
Contract Completion Date	
Duration of the Assignment	
Approximate Contract Value	
Client Contact Person	
Telephone Number	
E-mail Address	

Professional Staff Provided by the Consultant

Name Role/Position Functions Performed

Description of the Services Provided

We confirm that the Consultant performed the assignment satisfactorily and met our expectations with respect to quality, professionalism, technical competence, and timely delivery of the services. Based on our experience, we have no hesitation in recommending _____for similar consultancy assignments.

Should you require any additional information regarding this assignment, please contact the undersigned.

Yours faithfully,

Name: _____

Designation: _____

Organization: _____

Telephone: _____

E-mail: _____

Signature: _____

Official Stamp/Seal: _____

RE: REFERENCE LETTER FOR [NAME OF CONSULTANT]

This is to confirm that has provided consultancy services to our organization. We confirm that the details of the assignment are as outlined below:

Assignment Details	**Information**
Assignment Name	
Country	
Location within the Country	
Client Organization	
Client Contact Person	
Telephone Number	

E-mail Address	
Client Address	
Commencement Date	
Completion Date	
Duration of the Assignment	
Approximate Value of the Consultancy Services	
Scheme(s)/Fund Value	

Assignment Details	Information
Associated Consultant(s), if any	

Professional Staff Provided by the Consultant

Name Role/Position Functions Performed

Description of the Services Provided

We confirm that the Consultant performed the assignment satisfactorily and met our expectations with respect to quality, professionalism, technical competence, and timely delivery of the services.

Based on our experience, we have no hesitation in recommending a reliable and professional consultancy firm for similar assignments.

Should you require any additional information or clarification regarding this assignment, please feel free to contact us using the details provided above.

Yours faithfully,

Name: _____

Designation: _____

Organization: _____

Signature: _____

Official Stamp/Seal

1.15. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY SCHEME.

Provide and justify here any modifications or improvements to the Terms of Reference to improve performance in carrying out the assignment, such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the

activities. Such suggestions should be concise and to the point and incorporated in your Proposal. Also provide comments on counterpart staff and facilities to be provided by Scheme to improve performance in carrying out the assignment. Scheme shall not be bound to any comments or suggestions provided.

On the Terms of reference:

1.
2.
3.
4.
5.

On the data, services and facilities to be provided by Scheme: 1.
2.
3.
4.
5.

1.16. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Provide a section on Approach, Methodology and Work plan for performing the assignment that should include:

(a) Technical Approach and Methodology,
(b) Work Plan, and
(c) Organization and Staffing,

(a) Technical Approach and Methodology. In this chapter the Consultant should explain his/her understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance and explain the technical approach the Consultant would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) Work Plan. In this chapter the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Scheme), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the "ACTIVITY (WORK) SCHEDULE FORM" on Paragraph 6 below.

(c) Organization and Staffing. In this chapter the Consultant should propose the structure and composition of the Consultant's team. The Consultant should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. In addition to describing the structure and composition of the Consultant's team, the Consultants shall summarize it on the Staffing Form below.

1.17. TEAM COMPOSITION AND TASK ASSIGNMENTS STAFFING FORM

	Name of Key Personnel	Position	Tasks	Time required for assignment
1		Team Leader		
2		Assistant Consultant		
3		Assistant Consultant		
4				
5				
	Name of Non-Key Personnel			
1				
2				
3				
4				
5				
6				

1.18. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

The Consultant shall submit a duly signed Curriculum Vitae (CV) for each of the proposed Key Personnel. Each CV shall provide sufficient details to demonstrate the suitability of the proposed personnel for the assignment and shall include, but not be limited to, the following information:

- Full Name.
- Position Proposed for the Assignment.
- Academic Qualifications.
- Professional Qualifications and Memberships.
- Years of Relevant Professional Experience.
- Key Competencies and Skills relevant to the assignment.
- Details of similar assignments successfully undertaken, including the role performed and duration of each assignment.
- Employment History.
- Relevant Training and Certifications.
- Contact Details (where applicable).

Each Curriculum Vitae shall be signed and dated by both the proposed Key Personnel and the authorized representative of the Consultant to certify that the information provided is true, accurate, and complete.

The Procuring Entity reserves the right to verify the information provided in the Curriculum Vitae and to reject any personnel whose qualifications or experience are found to be materially misrepresented.

1.18 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

The Consultant shall submit a duly signed Curriculum Vitae (CV) for each of the proposed Key Personnel.

Each CV shall provide sufficient details to demonstrate the suitability of the proposed personnel for the assignment and shall include, but not be limited to, the following information:

- Full Name.
- Position Proposed for the Assignment.
- Academic Qualifications.
- Professional Qualifications and Memberships.
- Years of Relevant Professional Experience.
- Key Competencies and Skills relevant to the assignment.
- Details of similar assignments successfully undertaken, including the role performed and duration of each assignment.
- Employment History.
- Relevant Training and Certifications.
- Contact Details (where applicable).

Each Curriculum Vitae shall be signed and dated by both the proposed Key Personnel and the authorized representative of the Consultant to certify that the information provided is true, accurate, and complete.

The Procuring Entity reserves the right to verify the information provided in the Curriculum Vitae and to reject any personnel whose qualifications or experience are found to be materially misrepresented.

1.0SECTION IV: - FINANCIAL PROPOSAL

The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all financial submissions as required herein and in the financial proposal forms provided.

1.1. FINANCIAL PROPOSAL SUBMISSION FORM

2.1 FINANCIAL PROPOSAL SUBMISSION FORM

To be completed on the Client's Official Letterhead)

Our Ref.: _____

Date: _____

The Procurement Office
CPF Financial Services
Ltd Mezzanine Floor, CPF
House Haile Selassie
Avenue
P.O. Box 28938–00200
Nairobi, Kenya

Dear Sir/Madam,

RE: RFP FOR THE APPOINTMENT OF MARKETING AGENCY SERVICE FOR RUKISHA RWANDA.

We, the undersigned, offer to provide the consultancy services for the **appointment of marketing agency service for Rukisha Rwanda**. in accordance with your Request for Proposals (RFP) dated _____and our Technical Proposal.

We hereby submit our Financial Proposal in response to your invitation to submit Technical and Financial Proposals.

(a) Our attached Financial Proposal amounts to:

Kenya Shillings (in words): _____

Kshs. (in figures): _____

The above amount is inclusive of all applicable taxes, duties, levies, and other charges payable under the laws of Kenya.

(b) Our Financial Proposal shall remain binding upon us, subject to any modifications resulting from Contract negotiations, for a period of **one hundred and twenty (120) days** from the Proposal submission deadline, in accordance with the Instructions to Consultants.

(c) We confirm that no commissions, gratuities, or similar payments have been or shall be made to any agent or third party in connection with this Proposal or the execution of the Contract, should we be awarded the Contract.

(d) The Financial Proposal shall be prepared in accordance with the prescribed Price Schedule and shall capture all fees applicable to the assignment.

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

Yours faithfully,

Authorized Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Name of Consultant: _____

Postal Address: _____

Telephone Number: _____

E-mail Address: _____

Official Stamp/Seal: _____

2.2 BREAKDOWN OF CONTRACT PRICE

(All costs shall be inclusive of all applicable taxes, duties, levies, insurance, overheads, administrative expenses, and the Consultant's profit.)

Item No.	Financial Breakdown/Cost Component	Amount (Kshs.) Inclusive of Applicable Taxes
i.	Professional Fees	
ii.	Reimbursable Expenses (if applicable)	
iii.	Travel and Subsistence (if applicable)	
iv.	Administrative and Overhead Costs	
v.	Taxes and Statutory Levies (where applicable)	
vi.	Total Contract Price	

Authorized Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Date: _____

Official Stamp/Seal: _____

2.0SECTION V -TERMS OF REFERENCE

RFP FOR THE APPOINTMENT OF MARKETING AGENCY SERVICE FOR RUKISHA RWANDA.

TERMS OF REFERENCE

Go-to-Market, Marketing & Creative Agency

Appointment of an integrated agency (or consortium) for Rukisha's launch and go-to-market — delivered within a co-branded, cost-shared partnership with Mobile Money Rwanda

Request for Proposals — Invitation to tender
Rukisha Solutions Rwanda Ltd · Kigali, Rwanda · A subsidiary of CPF Group

Document	Terms of Reference (ToR) / Request for Proposals (RFP)
Issued by	Rukisha Rwanda Ltd
Engagement	Appointment of a Go-to-Market, Marketing & Creative Agency
Partnership	**Co-branded & co-marketing partnership with Mobile Money Rwanda**
Territory	Republic of Rwanda (nationwide — all five provinces)
Indicative term	24 months, renewable, with an initial launch phase to Q4 2026
Reference	RUK/RFP/MKT/2026-01
Issue date	TBC

1 Introduction & background

Rukisha Solutions Rwanda Ltd ("Rukisha", "the Company", and "the Provider" under the partner agreement), a subsidiary of CPF Group, is a digital lender offering a merchant micro-lending product delivered over the MoMo mobile-money platform operated by **Mobile Money Rwanda Limited**
("MMRL", "the Partner"). The relationship is governed by the **Merchant Lending Product Partner Agreement** between the two companies. The business is purely digital: loans are applied for, scored, disbursed and repaid through mobile channels, with no paperwork and no branches.

Rukisha's route to market is built on this partnership. Under the agreement the two companies' **co-brand the merchant loan product and co-fund marketing on a 50/50 basis**, with all activity subject to a signed joint marketing budget and the prior written approval of both parties. Consequently, marketing is not delivered by Rukisha alone: it is planned, approved and executed jointly, and the appointed agency must operate effectively within that contractual framework while protecting Rukisha's interests.

Rukisha therefore intends to appoint a single, accountable **Go-to-Market, Marketing & Creative Agency** (the "Agency") — one integrated agency or a lead agency heading a consortium — to plan and execute the activities in this Terms of Reference, working closely with MMRL's marketing team and their appointed agency. This document invites qualified agencies to submit proposals.

2 The Rukisha–MMRL co-branding & co-marketing partnership

This section is the governing context for the entire engagement. It qualifies every other section of this ToR, and any proposal must be built around it.

2.1 Co-branding and co-marketing

Rukisha and MMRL market the product as a **co-branded proposition**. Marketing activity across all channels typically carries both brands, and product positioning, messaging and creative are developed jointly so that the offering is presented consistently to the market.

2.2 Cost sharing — 50 / 50

Under the partner agreement (Co-Funded Marketing Budget), **all jointly-approved marketing costs are shared equally — each party bears 50% of the total.** Two contractual preconditions apply: there must be a **signed joint marketing budget** before any activity is executed, and **all marketing materials require the prior written approval of both parties (not to be unreasonably withheld).** The Agency must plan, quote, track and reconcile every cost on this basis, and never commit spend outside an approved joint budget.

2.3 Joint approval of all activity

Every marketing plan, campaign, budget, media buy, activation, promotion, OOH placement and PR item requires a **signed joint marketing budget and the prior written approval of both parties before execution** — approval not to be unreasonably withheld or delayed. The Agency operates within this dual-approval discipline and prepares submissions in a form both parties can review and sign off quickly, so the approval requirement never becomes a

bottleneck to market windows.

2.4 Working with the Partner and their agency

The Agency will **work closely and collaboratively with MMRL's marketing team and their appointed agency**, co-ordinating plans, calendars, creative and reporting. While collaboration is expected, the Agency is retained by, and accountable to, **Rukisha**, and must actively represent and safeguard Rukisha's interests throughout.

2.5 Protecting Rukisha's interests

In every co-branded activity, the Agency is specifically responsible for securing Rukisha's fair position on:

- **Brand visibility —** Rukisha's logo, prominence, size, placement and share of the creative are appropriate and equitable relative to the cost Rukisha bears.
- **Mentions —** Rukisha is named and credited consistently across scripts, copy, PR, digital and broadcast.
- **Coverage —** Rukisha receives an equitable share of reach, channels, sites, airtime and activation footprint.
- **Product positioning —** the credit product is positioned accurately and favourably for Rukisha, not subordinated within the Partner's messaging.
- **Reasonable cost —** Rukisha's 50% contribution delivers demonstrable value for money; the Agency challenges cost and secures a fair, benchmarked price on jointly-procured activity.

2.6 How this ToR aligns with the Partner Agreement

This engagement must be delivered consistently with the specific terms of the Merchant Lending Product Partner Agreement. The key provisions the Agency must observe are summarised here.

- **Co-funded marketing:** 50/50 cost split; signed joint budget and prior written approval of all materials required.
- **Joint trademarks:** trademarks in the merchant loan product are jointly owned by Rukisha and MMRL; neither party may license, assign or enforce them without the other's consent.
- **Publicity & announcements:** no press release, publication, 'reference-site' use or public announcement about the arrangement without the other party's prior written consent.
- **Partner-delivered channels:** MMRL is first-line customer support, runs the repayment-reminder service on a dedicated sender ID, and executes SMS broadcast to merchants on jointly defined criteria.
- **Data protection:** MMRL is Data Controller for MMRL/Customer data; processing only in MMRL-approved jurisdictions; merchant targeting uses MMRL data on jointly defined criteria and consent.
- **Approved customer journey:** creative, calls-to-action and sign-up flows must align to the agreed customer journey and the merchant recovery-consent disclosures.

3 Purpose & objectives of the engagement

The purpose is to secure an end-to-end marketing partner that takes Rukisha from brand launch to sustained, measurable growth — delivered within the co-branded, cost-shared MMRL partnership. Specific objectives are to:

- Launch and build the Rukisha brand nationally within the co-branded proposition, establishing awareness, understanding and trust for a new digital-credit provider.
- Drive qualified customer and merchant acquisition at an efficient, tracked cost per acquisition, in support of the Company's growth and inclusion targets.

- Secure and protect Rukisha's fair share of brand visibility, mentions, coverage and favourable product positioning in all joint activity.
- Ensure value for money on Rukisha's 50% cost contribution, challenging and benchmarking jointly procured costs.
- Deliver a consistent, culturally resonant experience across all channels — digital and classical — with consumer messaging in Kinyarwanda and full responsible-lending and consumer-protection compliance.
- Provide nationwide reach through field activation, trade marketing and out-of-home presence across all five provinces.
- Protect and build Rukisha's reputation through professional public relations and stakeholder communications.
- Operate smoothly within the dual-approval, co-marketing governance with MMRL and their agency, while remaining accountable to Rukisha.

4 Scope of work

The Agency's scope covers all of the following workstreams. Most activity is delivered on a **co-branded, jointly approved and 50/50 cost-shared basis** with MMRL; some Rukisha-only activity may also be commissioned. For every workstream the Agency provides strategy, creative, production, execution, third-party sourcing and reporting — and, in joint activity, secures Rukisha's interests.

4.1 Brand strategy, creative & go-to-market planning

- Develop the go-to-market strategy, campaign platform, creative concepts and messaging architecture for launch and always-on activity, aligned to the co-branded proposition and agreed jointly with the Partner.
- Extend and apply the Rukisha brand identity within co-branded lockups; act as guardian of Rukisha's brand and its correct, prominent use alongside the MoMo brand.
- Build the integrated marketing calendar jointly with the Partner, aligning brand, performance, activation, trade, OOH and PR.

4.2 Kinyarwanda copy & transcreation specialists

- Provide dedicated Kinyarwanda copywriting and transcreation specialists for culturally resonant adaptation of all consumer-facing messaging, ensuring Rukisha is clearly

named and its product accurately positioned within co-branded copy.

- Ensure all mandatory cost, interest and terms disclosures are clear, accurate and compliant in Kinyarwanda (and English/French where required).

4.3 Media planning & buying — digital and classical

Plan, negotiate, buy, optimise, reconcile and report all paid media across **all channels, digital and classical**, within the joint plan and budget:

  - **Digital:** paid social (Facebook, Instagram, TikTok, YouTube, X, LinkedIn), search (SEM) and SEO, programmatic/display, mobile, in-app, influencer amplification, and acquisition-optimised performance campaigns.
  - **Classical:** radio (incl. high-reach Kinyarwanda stations), television, cinema and print.

- Coordinate media planning with the Partner's agency to avoid duplication, maximise combined reach, and secure Rukisha an equitable share of impressions, airtime and branding within co-funded buys.
- Note that SMS broadcast to MMRL merchants is delivered by MMRL on jointly defined criteria, and USSD/SMS to Product Customers runs on MMRL infrastructure: the Agency plans and creates this messaging for joint approval rather than buying it independently.
- Operate a transparent media model: disclose gross/net costs, pass through all rebates and added value, and provide full reconciliation split to the 50/50 basis.

4.4 Out-of-home (OOH) advertising — space sourcing & delivery

- Source, negotiate and secure out-of-home advertising space — billboards, LED/digital screens — in Kigali and secondary cities/towns across all provinces.
- On co-branded sites, secure fair and prominent Rukisha presence; manage production, installation, flighting, maintenance and verified proof of posting.
- Maintain a site inventory (locations, formats, audience/traffic, rates, occupancy, cost-share) for joint approval.

4.5 Market & field activations (experiential)

- Plan and execute **market and field activations** — market storms, market-day activations, roadshows and merchant-activation drives — nationwide, coordinated with the MoMo merchant footprint and the Partner's field teams.
- Ensure Rukisha branding, staff, scripts and sign-up journeys are equitably represented at every co-branded activation; capture leads/sign-ups per site (compliantly).
- Cover Kigali City and the Northern, Southern, Eastern and Western Provinces, with reporting on reach and Rukisha sign-ups per site.

4.6 Trade marketing & nationwide trade promotions

- Design and deliver **trade marketing**: merchant and agent enablement, point-of-sale branding, merchant education and channel incentives — co-branded and jointly agreed.
- Plan, permit, execute and fulfil **trade and consumer promotions across the country** — mechanics, prize sourcing, fulfilment, audit — ensuring Rukisha visibility and fair cost-share on each.

4.7 Brand ambassadors & field promoters — hiring & management

- Recruit, vet, contract, train, deploy and **manage brand ambassadors and field promoters** (regional teams, and influencer/celebrity ambassadors where relevant), branded for Rukisha within co-branded executions.
- Own scheduling, supervision, performance, uniforms/branding, stipend/payroll administration, statutory obligations and a code of conduct; coordinate with the Partner's teams to avoid overlap and ensure Rukisha representation.

4.8 Public relations & communications

- Deliver **public relations**: media relations, press materials, the (joint) launch event, spokesperson training, editorial and thought leadership, and reputation management.
- **Comply with the agreement's publicity terms:** no press release, publication, 'reference-site' use or public announcement concerning the partnership without the **prior written consent of both Rukisha and MMRL**. All PR is jointly approved; general-terms references to the arrangement are permitted.
- Ensure Rukisha is named, quoted and credited in joint communications, securing equitable share of voice; provide crisis/issues support with the sensitivity required of a regulated financial-services brand.

4.9 Permits, regulatory & compliance clearance

- Obtain and manage all **City of Kigali, district and city-council permits** for OOH, activations, roadshows and events, and account for the fees within the cost-share.
- Secure promotion/lottery authorisations and RURA, MINICOM/RICA, RRA and local-authority clearances for nationwide promotions.
- Ensure all advertising complies with BNR advertising and consumer-protection rules, data-protection law, responsible-lending and Kinyarwanda cost-disclosure requirements, and with both parties' co-branding guidelines.

4.10 Production, measurement & reporting

- Provide full creative production — TVC, radio/jingles, photography, digital assets, print and collateral — in the required languages, to the co-branded guidelines.

- Measure and report performance, brand health, reach/frequency and acquisition, **and specifically track Rukisha's share of visibility, mentions and coverage** within joint activity, plus 50/50 cost reconciliation.

5 Working with Mobile Money Rwanda & their agency

The Agency must be able to operate effectively in a three-party working model — Rukisha, MMRL, and the Partner's agency — while remaining clearly accountable to Rukisha. Expected ways of working:

- **Joint planning:** contribute to and align with a single joint marketing calendar and campaign plan agreed by both parties, avoiding duplication and gaps.
- **Dual approval:** prepare every plan, estimate and creative for joint sign-off; do not execute or commit cost without documented approval from both parties.
- **Co-ordination, not subordination:** collaborate constructively with the Partner's agency on shared executions, while consistently advancing Rukisha's brief, brand and interests.
- **Interest advocacy:** proactively flag any risk to Rukisha's visibility, mentions, coverage, positioning or cost-fairness, and propose remedies.
- **Partner-delivered channels:** plan and create for channels MMRL executes — SMS broadcast to merchants, the repayment-reminder service on MMRL's dedicated sender ID, and MMRL first-line customer support— routing campaign responses to MMRL's Call Centre and Service Centres and reflecting this in creative.
- **Transparent cost management:** maintain a shared, auditable cost ledger enabling clean 50/50 apportionment and the monthly reconciliation.
- **Dispute handling:** escalate disagreements on scope, cost-share or creative through the joint governance forum for resolution.

6 Key deliverables & outputs

Deliverable	Timing	Description
Joint go-to-market strategy & campaign platform	Within 3–4 weeks of appointment	Co-branded GTM strategy, creative platform and channel plan, approved by both parties
Joint marketing calendar & media plan	Launch + quarterly	Rolling 12-month joint calendar; quarterly media plans (digital + classical) with budgets and 50/50 cost-share
Signed joint marketing budget	Per activity / period	Itemised budget showing total cost and Rukisha's 50% share, signed off by both parties before any commitment.
Creative & production assets	Per campaign	Approved co-branded creative in all channels/languages, with Rukisha correctly and prominently applied
OOH site plan & proof of posting	Per flight	Site inventory, bookings, installation and verified proof of posting, with cost-share

Deliverable	Timing	Description
Activation, trade & promotion plans/reports	Per activity	Plans, execution and per-site/province reports incl. Rukisha sign-ups and visibility
Ambassador programme	Ongoing	Recruited, trained, deployed teams with schedules, coverage and productivity reporting
PR programme & coverage reports	Ongoing	Launch event, media relations, coverage, sentiment and Rukisha share-of-voice
Permits & compliance register	Ongoing	Register of all permits/clearances and co-branding compliance status
Performance & interest-protection dashboard	Monthly	KPIs incl. Rukisha share of visibility/mentions/coverage, CAC, sign-ups, and a 50/50 cost reconciliation

7 Service levels & performance standards

- Agreed turnaround times for briefs, creative, media plans and reports, with a fast-track for reactive needs — accommodating the dual-approval cycle without missing market windows.
- No activity goes live, and no cost is committed, without documented joint approval and the necessary regulatory/permit clearances.
- Every campaign delivered on the jointly approved budget and schedule; make-goods for media/OOH shortfalls.
- Accurate 50/50 cost reconciliation each period, with a clean audit trail for settlement between the parties.
- **Demonstrated protection of Rukisha's interests** — tracked share of visibility, mentions and coverage meeting agreed thresholds relative to cost borne.

8 Duration & term

An indicative initial term of **24 months** — a launch phase to Q4 2026 market entry followed by an always-on growth phase — renewable subject to performance and to the continuation of the MMRL partnership. Rukisha may phase the scope, run a probationary first period, and terminate for convenience or cause on notice per the contract.

9 Agency eligibility & minimum requirements

Respondents must be an integrated agency or a lead agency heading a named consortium, and must demonstrate:

- Legal registration and good standing to operate in Rwanda (or a credible local partner), and tax compliance.

- A proven track record delivering integrated digital + classical campaigns, ideally in financial services, fintech, telecommunications or FMCG.
- Demonstrable experience working within co-branded partnerships or joint-marketing arrangements, coordinating with a partner's team and agency while protecting a principal's interests.
- Nationwide field, activation and trade-promotion capability across all five provinces.
- In-house or contracted Kinyarwanda creative and transcreation expertise.
- Transparent media-buying capability and scale (digital + classical), plus OOH sourcing relationships.
- Public-relations capability and experience with regulated/reputation-sensitive brands.
- Experience obtaining city-council permits and promotion/regulatory clearances in Rwanda.
- Sound financial standing, adequate professional indemnity/liability cover, and no conflict of interest

10 Required team & key personnel

Role	Core responsibility
Account / Engagement Director	Single point of accountability to Rukisha; overall delivery, commercial and partner relationship
Partnership / Traffic Lead	Manages the joint-approval workflow and coordination with MMRL and their agency
Strategy & Planning Lead	GTM strategy, audience planning, brand and campaign planning
Creative Director	Creative concept, quality and Rukisha brand guardianship in co-branded work
Kinyarwanda Copy Lead	Transcreation, cultural resonance and disclosure compliance
Media Director / Buyer	Digital + classical planning, buying, optimisation and 50/50 reconciliation
Activations & Trade Manager	Field, trade and promotions delivery nationwide, incl. ambassadors
Public Relations Lead	Media relations, launch, reputation, and Rukisha share of voice
Digital & Performance Lead	Paid social/search/programmatic and acquisition performance

11 Governance, reporting & joint approvals

- The Agency reports to Rukisha's **Business Development & Marketing function**, with escalation to the Executive Director.
- A Joint Marketing Committee of Rukisha and MMRL approves plans, budgets and costs. The Agency prepares submissions for this committee and executes only what both parties have approved.
- Dual-approval workflow: every brief, plan, estimate and creative carries a documented sign-off by both parties before commitment or go-live.
- Weekly status contact, monthly performance reporting (including Rukisha interest-protection metrics and 50/50 reconciliation), and quarterly business reviews with both parties.
- All third-party costs (media, OOH, permits, prizes, promoters) managed transparently in a shared ledger and reconciled to the 50/50 split for settlement between the parties.

12 Commercial, budget & 50/50 cost-sharing framework

Proposals must present a clear, transparent commercial model that works within the partnership's cost-sharing rules. Rukisha requires full visibility of all costs and a clean basis for apportioning them.

12.1 Cost-sharing rules

- **All marketing-related costs are shared 50/50** between Rukisha and MMRL, and may be incurred only under a **signed joint marketing budget with the prior written approval of both parties**—not to be unreasonably withheld.
- The Agency must present every cost estimate showing the total cost and Rukisha's 50% share and must not commit any spend before dual approval is obtained.
- The Agency maintains an auditable cost ledger supporting the monthly reconciliation and settlement within 10 business days of month-end, jointly reviewed and approved, and cooperates with either party's audit.
- Any Rukisha-only (non-shared) activity must be clearly identified and billed 100% to Rukisha, kept separate from shared costs.

12.2 Agency remuneration

- **Agency fees:** a monthly retainer for the core team and/or itemised project fees by workstream.
  The proposal must state how the Agency's own fees are treated within the cost-share (i.e. whether Rukisha's retainer is a Rukisha-only cost or part of the shared marketing cost, for the parties to agree).
- **Media & third-party costs:** charged at net cost with any handling fee disclosed; all rebates/added value passed through; full reconciliation on the 50/50 basis.
- **Production, OOH, activations, promotions, ambassadors, permits** quoted per project against approved estimates, mark-up (if any) disclosed, receipted pass-through of third-party costs.

- **Performance-linked element:** a component tied to agreed outcomes (acquisition, cost per acquisition, reach, and Rukisha share-of-visibility) is encouraged.

13 Compliance, legal & ethical requirements

- **Co-branding & joint trademarks:** adhere to both parties' brand guidelines and the agreed co-branding lockups, ensuring Rukisha's correct, prominent representation. Note that trademarks in

the merchant loan product are **jointly owned by Rukisha and MMRL.** such marks may not be licensed, assigned or enforced without both parties' consent.

- **Regulatory advertising:** meet BNR consumer-protection and advertising rules, responsible-lending principles and mandatory Kinyarwanda cost/terms disclosure.
- **Data protection:** comply with Rwanda's data-protection law and the agreement's Data Processing Agreement). **MMRL is Data Controller for MMRL and Customer data collected through MMRL channels**; such data may be processed only in an MMRL-approved jurisdiction and used only for the product. Merchant targeting uses MMRL data on jointly defined criteria and consent; activation-captured data is handled per the DPA.
- **Intellectual property:** Rukisha-only creative and assets are works made for hire and assign to Rukisha on payment. Co-branded assets that embody the jointly owned trademarks are subject to the joint-ownership regime and cannot be assigned to Rukisha alone; the Agency must keep Rukisha-only and co-branded assets clearly distinguished.
- **Confidentiality, publicity & information barriers:** the Agency signs an NDA and must not disclose Rukisha's confidential strategy, pricing or data to the Partner or its agency except as authorised for the joint activity. No publications, press releases, notices or 'reference-site' use, and no public announcement about the partnership, without both parties' prior written consent.
- **Conflict of interest & exclusivity:** disclose any work for competing lenders/financial-services providers; Rukisha may require category exclusivity. Working with the Partner's agency on joint activity is expected and is not itself a conflict, provided Rukisha's interests and confidences are protected.
- **Anti-bribery, ethics & liability:** comply with anti-bribery, anti-corruption and sanctions requirements and CPF/Rukisha ethical and brand-safety standards; carry appropriate insurance and responsibility for field-team safety and conduct.

14 Evaluation criteria

Proposals will be evaluated on a combined technical and financial basis. Indicative weightings (confirmed on release):

Criterion	Weight	Focus
Relevant experience & track record	12%	Integrated, financial services/telco/FMCG, nationwide, Rwanda
Strategic & creative response	18%	GTM thinking and co-branded creative platform for Rukisha
Partnership & interest-protection approach	15%	Managing joint approvals and the Partner's agency; safeguarding Rukisha visibility, positioning & cost-fairness

Channel & media capability (digital + classical)	**13%**	Planning, transparent buying, OOH sourcing

Criterion	Weight	Focus
Field, trade, activation & ambassador capability	**12%**	Nationwide reach and delivery model
Kinyarwanda & compliance capability	**10%**	Transcreation, regulatory/permit and co-branding competence
Commercial / value for money	**20%**	Transparency, fees, 50/50 handling, benchmarking, performance element
Total	**100%**	*Shortlisted agencies may be invited to pitch*

15 Proposal requirements & submission

- **Technical proposal:** credentials and references; relevant case studies (including co-branded/partnership work); strategic and creative response; approach to each workstream in Section 4; the approach to managing the MoMo joint-approval model and protecting Rukisha's interests; named team and CVs.
- **Financial proposal:** fee structure, rate card, media/third-party handling and 50/50 cost treatment, and any performance-linked proposal, in RWF, with taxes specified.

Submit by the stated deadline and address. Rukisha may seek clarifications and invite shortlisted agencies to present.

16 General terms & contact

- This ToR is not an offer or commitment to contract, and Rukisha bears no cost incurred by respondents in preparing proposals.
- Rukisha may accept or reject any proposal in whole or part, negotiate with one or more respondents, and award by workstream or as a whole. Award and activity remain subject to the MMRL partnership and its joint-approval requirements.
- All submissions and Rukisha materials are confidential and remain Rukisha's property.

ANNEX A · SCOPE-OF-WORK SUMMARY MATRIX			
Workstream	**Key activities**	**Cost basis**	**Primary deliverables**
Brand & GTM strategy	Strategy, co-branded platform, brand guardianship	**Joint**	GTM plan, calendar, asset library
Kinyarwanda copy	Transcreation, disclosure, Rukisha naming	**Joint**	Approved Kinyarwanda co-branded copy
Media (digital + classical)	Plan, buy, optimise, reconcile 50/50	**Joint**	Media plans, buys, reconciliation
Out-of-home (OOH)	Space sourcing, fair Rukisha presence	**Joint**	Site inventory, bookings, proof of posting
Field & market activations	Nationwide storms, roadshows, drives	**Joint**	Activation calendar & per-site reports
Trade marketing & promotions	Enablement, POS, nationwide promotions	**Joint**	Trade plans, permits, fulfilment, audit
Brand ambassadors	Hire, train, deploy, manage teams	**Joint**	Rostered teams, coverage & productivity
Public relations	Media relations, launch, share of voice	**Joint**	PR programme, coverage & sentiment
Permits & compliance	City permits, promotion & co-brand clearance	**Agency**	Permits/compliance register
Production & measurement	TVC/radio/digital/print; interest tracking	**Joint**	Assets + KPI & cost-share dashboard

"Joint" = co-branded, jointly approved and 50/50 cost-shared with MMRL. "Agency" = executed by the Agency (cost shared unless identified as Rukisha-only).

ANNEX B · RUKISHA INTEREST-PROTECTION & COST-SHARING CHECKLIST

The Agency applies this checklist to every co-branded activity and reports against it monthly.

Check	Question the Agency must answer for each activity
Brand visibility	Is Rukisha's brand present, correctly locked-up and equitably prominent for the cost borne?
Mentions	Is Rukisha named and credited in scripts, copy, PR and broadcast?
Coverage	Does Rukisha get a fair share of reach, channels, sites, airtime and activation footprint?
Product positioning	Is the credit product positioned accurately and favourably for Rukisha, not subordinated?
Cost reasonableness	Is the total cost benchmarked and fair, and is Rukisha's 50% share justified by the value?
Joint approval	Has the activity and its cost been approved in writing by both parties before commitment?
Reconciliation	Is the cost recorded in the shared ledger and correctly split 50/50 for settlement?
Compliance	Does the activity meet BNR, data-protection, Kinyarwanda-disclosure and co-branding rules?

Marketing outcomes support Rukisha's growth and inclusion targets — customer acquisition to ~136,500 active borrowers and reach goals for women (toward 45%) and rural customers (toward 33%), and financial-literacy reach (toward 40,000) — while ensuring Rukisha's 50% investment delivers fair visibility and value.

ANNEX C · ALIGNMENT WITH THE MMRL MERCHANT LENDING PRODUCT PARTNER AGREEMENT

This annex maps the ToR to the governing provisions of the partner agreement so that delivery is frictionless and consistent with the contract. In any conflict, the partner agreement prevails.

ToR area	Governing clause	What the Agency must do
Co-funded marketing (50/50)	**Clause 2.9; Schedule 2 §1.3**	Execute only under a signed joint marketing budget; split all approved marketing costs 50/50.
Approval of materials	**Clause 2.9**	Obtain prior written approval of both parties for all materials — not to be unreasonably withheld.
Reconciliation & settlement	**Schedule 2 §1.1**	Feed the monthly reconciliation; settlement within 10 business days of month-end, jointly approved.
Joint trademarks	**Clause 10.14**	Treat merchant-loan-product marks as jointly owned; no sole licensing, assignment or enforcement.
Publicity & announcements	**Confidentiality cl. 8.6; Announcements cl.**	No press, publications, 'reference-site' use or public announcement without both parties' prior written consent.
SMS broadcast to merchants	**Clause 2.10**	Plan and create; MMRL executes to eligible merchants on jointly-defined criteria.
Repayment reminders	**Clause 2.8**	Coordinate marketing around MMRL's dedicated sender-ID reminder service (support, not collections).
First-line customer support	**Clause 2.7**	Route campaign CTAs/response to MMRL Call Centre & Service Centres; reflect in creative.
Data protection	**Schedule 6 (DPA); cl. 2.6, cl. 11**	MMRL is Data Controller for MMRL/Customer data; process only in MMRL-approved jurisdictions; merchant data on jointly-defined criteria + consent.
Recovery-consent disclosure	**Clause 2.11**	Onboarding/acquisition creative must present MoMo Pay code recovery consent and cost disclosures clearly.
Customer journey	**Schedule 10**	Align creative, CTAs and sign-up flows to the approved customer journey.

Non-exclusivity	**Clause 2.4**	Build distinctive Rukisha brand equity within the co-brand — MMRL may host other lenders.

Clause references follow the Merchant Lending Product Partner Agreement. The Agency should request the relevant extracts and schedules (2, 6, 7, 10) on appointment, under NDA, to execute against the exact terms.

2.1. IMPROVEMENTS TO TORs

The agency may offer suggestions and improvements to the Terms of Reference that would result in better implementation of the assignment. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the agency.

3.0SECTION VI: FORM OF CONTRACT

THIS AGREEMENT is made this ____---------_____day of ___ _____, 2026 BETWEEN **CPF Financial Services Ltd**, a retirement benefits fund licensed by the Retirement Benefits Authority and situated at CPF House, 7th Floor, Haile Selassie Avenue, P.O. Box 28938–00200, Nairobi, Kenya (hereinafter referred to as **"the Scheme"**), of the one part;

AND----------

_____, a duly registered entity incorporated under the laws of _____ and having its registered office at Post Office Box
_____ in the Republic of __ ----------_____
(hereinafter referred to as **"the Consultant"**), of the other part.

WHEREAS the Scheme invited tenders for the provision of Consultancy Services under Tender No.
_____;

AND WHEREAS the Scheme has accepted the Tender submitted by the Consultant for the provision of the said services for a Contract Price of **Kenya Shillings**
_____ (Kshs. _____), inclusive of VAT
(hereinafter referred to as **"the Contract Price"**), as set out in the Notification of Award referred to in Clause 5(f).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Interpretation

In this Agreement, words and expressions shall have the meanings respectively assigned to them in the Conditions of Contract and the Tender Document.

2. Construction

Unless the context otherwise requires:

(a) References to **this Agreement** include its recitals, schedules, annexes, and all documents incorporated herein. Any reference to this Agreement or any other document includes any amendment, variation, supplement, or replacement made from time to time.

(b) Any reference to any Act shall include any statutory extension, amendment, modification, re-enactment, replacement, and any rules, regulations, or subsidiary legislation made thereunder.

(c) Words importing the masculine gender include the feminine and neuter genders.

(d) Words importing the singular include the plural and vice versa. Where the expression **"Consultant"** includes two or more persons, the obligations, covenants, and liabilities of the Consultant shall be joint and several.

(e) Where the expression **"Consultant"** includes two or more persons, any act, default, or

omission by any one of them shall be deemed to be the act, default, or omission of all such persons.

3. Consultant's Obligations

In consideration of the payments to be made by the Scheme, the Consultant hereby covenants with the Scheme to perform and provide the Services and to remedy any defects therein in full conformity with the provisions of this Contract.

4. Scheme's Obligations

The Scheme hereby covenants to pay the Consultant, in consideration of the proper performance of the Services and the remedying of any defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract, at the times and in the manner prescribed herein.

5. Contract Documents

The following documents shall constitute and be read and construed as forming an integral part of this Contract:

(a) This Contract Agreement.

(b) The Special Conditions of Contract.

(c) The General Conditions of Contract.

(d) The Price Schedules/Financial Proposal submitted by the Consultant and accepted by the Scheme.

(e) The Terms of Reference.

(f) The Scheme's Notification of Award dated _____.

(g) Technical Submission Forms.

(h) The Consultant's Technical Proposal.

(i) The Approved Work Plan and Schedule of Activities.

6. Order of Precedence

In the event of any ambiguity or conflict among the Contract Documents listed in Clause 5, the order of precedence shall be the order in which they are listed above unless otherwise agreed in writing by the Parties.

7. Commencement and Duration

The Commencement Date shall be the first working day immediately following the fulfilment of all the following conditions:

(a) Execution of this Contract Agreement by both the Scheme and the Consultant.

(b) Submission by the Consultant of the Performance Bond and confirmation of its

authenticity by the Scheme.

(c) Issuance of the Official Purchase Order or Letter to Commence Services by the Scheme.

The Contract shall commence on the Commencement Date and shall remain valid for **sixty (60) months**, unless terminated earlier in accordance with the provisions of this Contract.

3.1. FORM 6: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

FORM 7: SELF-DECLARATION ON DEBARMENT-

FORM SD

SELF-DECLARATION THAT THE TENDERER IS NOT DEBARRED FROM PARTICIPATING IN PUBLIC PROCUREMENT PROCEEDINGS

I, ..., of Post Office Box ....., being a resident of ..... in the Republic of ..... , do hereby solemnly declare as follows:

1. That I am the Company Secretary/Chief Executive Officer/Managing Director/Principal Officer/Director of ..... (Insert Name of the Company), the Tenderer in respect of Tender No. ..... for ..... (Insert Tender Title/Description) for ..... (Insert Name of the Procuring Entity), and I am duly authorized and competent to make this declaration on behalf of the Tenderer.
2. That the aforesaid Tenderer, its directors, officers, and subcontractors have **not** been debarred from participating in public procurement proceedings under **Part IV of the Public Procurement and Asset Disposal Act, 2015**, or any other applicable law.
3. That the matters deponed to herein are true and correct to the best of my knowledge, information, and belief.

Title/Designation: _____

Name of Tenderer: _____

Signature: _____

Date: _____

Official Stamp/Seal: _____