NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL

SELECTION OF A CONSULTANTTO UPDATE BEYOND ZERO WEBSITE

RFP/ NACC No/ 002/ 2016-2017

NOVEMBER 21, 2016

CLOSING DATE 29.11.2016

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.

2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.

3. A separate SRFP has been provided for selection of individual professional consultants.

4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

SECTION I: LETTER OF INVITATION

To **Date22/11/2016**

Invitation N° **RFP/NACC/002/2016-2017**

NATIONAL AIDS CONTROL COUNCIL
P.O.BOX 61307 NAIROBI
LANDMARK PLAZA 8TH AND 9TH FLOOR OPPOSITE THE NAIROBI HOSPITAL

Dear Mr. /Ms.

1. The **National AIDS Control Council** now invites proposals to provide the following consulting services: **a consultant to Review and update Beyond Zero Website.**

More details on the services are provided in the Terms of Reference (TOR)
2. This Request for Proposal (RFP) has been addressed to individual Consultants:
3. The consultant will be selected under Quality Cost Based Selection method **(QCBS)**and procedures described in this RFP,

1.1 The request for proposal (RFP) includes the following documents;

Section I	-	Letter of invitation
Section II	-	Information to Consultants
Section III	-	Terms of reference
Section IV	-	Technical proposal
Section V	-	Financial proposal
Section VI	-	Standard Forms

Please inform us within 7days (Seven days) upon receipt of this invitation, in writing at the following address or by e mail or fax :

P.O.BOX 61307-00200
Nairobi Kenya,
E-mail musicn@ nacc.or.ke, emunene@nacc.or.ke
Tel; 2711072/2711226/2731652

upon receipt confirm**:**

(a) that you received the Letter of Invitation; and
(b) Whether you will submit a proposal or not.

Failure to provide this information may lead to your firm being replaced.
Yours sincerely,

Clauder N. Musi
Head Procurement
For: Director
National AIDS Control Council

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liase with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be changed for the tender document shall not exceed Kshs.1,000/= (FREE FOR THIS CASE)

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

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

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

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

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

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

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

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

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

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

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (5) years.

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

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

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

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

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

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

2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

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

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

The original 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 be clearly marked, **"DO NOT OPEN**. The Proposal submission address is:

The Director
National AIDS Control Council
P.O.BOX 61307-00200
NAIROBI, KENYA
Located at Landmark Plaza 8th and 9th Floor,
Upper Hill area
Opposite The Nairobi Hospital

Proposals must be submitted no later than the following date and time: 29.11.2016 at 10.00 am

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

		Points
(i)	Specific experience of the consultant related to the assignment	40
(ii)	Adequacy of the proposed work plan and Methodology in responding to the Terms of reference	30
(iii)	Qualifications and competence key for the assignment	30
	Total Points	100

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposalevaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial

Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

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

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

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

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times {}^{FM}/_{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T*=the weight given to the Technical Proposal: *P*= the weight given to the Financial Proposal; $T + p = I$) indicated in the Appendix.

The combined technical and financial score, S, is calculated as follows: -$S = St \times T\% + So \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

Technical Score will constitute 80% of the overall score
Financial Score will constitute 20% of the overall score

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

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

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

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

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

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

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

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

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
(b) Legal capacity to enter into a contract for procurement
(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12.1The-procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.

2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.

3. In preparing the appendix the following aspects should be taken into consideration.

   (a) The information that specifies or complements provisions of Section II to be incorporated.

   (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated

   (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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

Clause Reference

2.1 The name of the Client is **National AIDS Control Council**

2.1.1The method of selection is **QCBS**

2.1.2 Technical and Financial Proposals are requested: **Yes**1 ORIGINAL AND A COPY OF THE ORIGINAL

The name, objectives, and description of the assignment are; **Reviewing and updating of the Beyond Zero Website**

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

The name(s), address (es) and telephone numbers of the Client's official(s) are:

E-mail musicn@ nacc.or.ke, emunene@nacc.or.ke

Tel; 2711072/2711226/2731652

2.1.4 The Client will provide the following inputs as detailed in the TORs.

2.1.5 The estimated number of professional staff months required for the assignment is; **6 Weeks**

(iv) The minimum required experience of proposed professional staff is:[*experience in graphic design and technical implementation of user interfaces in a web based environment*

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

(viii) Additional information in the Technical Proposal includes N/A

2.1.7 Taxes: [Specify *firm's liability: nature, sources of information]:*5% withholding tax

2.5.2 Consultants must submit an original copy

2.5.3 The proposal submission address is:

The Director
National AIDS Control Council
P.O.BOX 61307-00200
NAIROBI, KENYA
Located at Landmark Plaza 8th and 9th Floor,

2.5.4 Proposals must be submitted no later than the following date and time November **29.11.2016**at 10.00 am

2.6.1 The address to send information to the Client is:

The Director
National AIDS Control Council
P.O.BOX 61307-00200
NAIROBI, KENYA
Located at Landmark Plaza 8th and 9th Floor,
Upper Hill area
Opposite The Nairobi Hospital

2.6.3 The minimum technical score required to pass; 70%

2.7.1Alternative formulae for determining the financial scores is the following: _____

The weights given to the Technical and Financial Proposals are:
T=_____ (0.80)
P=_____ (0.20)

2.9.2 The assignment is expected to commence on **DECEMBER 2016**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

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

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

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client)*

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*
:
_____ *[Name of Firm]*
:
_____ *[Address]*

(May be amended as necessary)

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

On the Terms of Reference:

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV: FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____*[Date]*

To: _____
_____
_____
[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,
_____*[Authorized Signature]*
:
_____ *[Name and Title of Signatory]*:

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

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

SECTION V: - TERMS OF REFERENCE

CALL FOR PROPOSALS TO RE-DESIGN THE BEYOND ZERO WEBSITE

Background

In April 2013, Her Excellency Margaret Kenyatta the First Lady in the Republic of Kenya resolved to make a positive contribution towards Kenya's health targets and the following year in January, she launched the Beyond Zero Campaign.

The Beyond Zero Campaign Initiative is guided by a strategic framework that provides an impetus for high impact catalytic interventions towards zero preventable deaths of mothers and children and reduced or complete elimination of social inequities for essential health services particularly maternal, new-born and child health services. Through the framework, Her Excellency advocates for:

- adequate skilled birth attendants to attend, educate and support women and their babies during pregnancy, childbirth and after birth
- adequate HIV testing, prevention and treatment programs to reduce mother to child transmission of HIV
- 100% immunization coverage for all babies against childhood illness especially polio, pneumonia and measles among others.
- adequate coverage in use of insecticide-treated mosquito bed nets to prevent malaria
- exclusive breastfeeding for all infants for the first six months
- Awareness creation for cancer prevention and good healthy lifestyles among the citizens.

Her Excellency's contribution specifically touches on policy prioritization, resource allocation, improved service delivery, and individual health seeking behaviors and practices levels.

The Initiative's hallmark identity is intervening with programs that will catalyze change in Kenya's health landscape. Through rigorous design practices, community engagement and understanding the specificities of different contexts, the Iniatitive designed a mobile clinic to partly address access to health care services for the following special groups:

- Hard to reach areas – Northern Kenya, focusing on the counties of Isiolo, Turkana, Mandera, West Pokot, Marsabit, Samburu, Wajir and Garissa;
- Informal settlements – focusing on urban and peri-urban areas;
- At risk populations – Health Workers, Commercial Sex Workers, women, persons with disability, elderly, children, youth, marginalized, religious/cultural communities.

Introduction to the Beyond Zero Website

The lay-out of the Beyond Zero Website was designed three years ago with the aim of communicating the work the Initiative is doing in Kenya. However, the Initiative would like to ensure that website is fast, dynamic, and interactive but largely to extend access beyond the personal computer.

Tasks for the Consultant

1. Review the current website – www.beyondzero.or.ke
2. Design a responsive Interactive website, able to showcase modern functionalities or capabilities of the design such as integrated social media links
3. Recommend a maintenance and development plan for the site
4. Provide training and mentoring support to the website administrator

Systems requirements

1. The website should have the following requirements:
2. Be accessible on all web browers
3. Be mobile site enabled (all mobile versions)
4. Works with SSL encryption
5. Have back end access for uploading graphics and videos (including the ability to re-size)
6. Be webinar enabled
7. Have hit counter tools for website and social media platforms
8. Be social media integrated and dynamic with photo slide shows and marquees
9. Have an integrated contact us function with email notification or send comments icons
10. Have an secured icons and crowd sourcing functions

Deliverables

The Assignment will be considered complete on:

- Training of Beyond Zero staff on CMS and maintenance of site.
- Installation of the final application to the satisfaction on Beyond Zero secretariat;
- Complete handover of the solution to Beyond Zero
- Transfer of user and administrative rights to Beyond Zero;
- Submission of system and user documentation, access to source code and a complete fully functional application for 90 days (3 months warranty) without quality problems reported.
- Consultant to run the completed website through a Website Security Audits for security checks;
- Vendor must submit the prototype Website, Wireframe and Software Requirement Specification (SRS) before final programming stage;
- The consultant to follow best practice methods of systems development for the solution.

Qualifications

Education and work experience

1. Consultants should demonstrate their qualifications and proven experience in the graphic design and technical implementation of user interfaces in a web-based environment.

2. At least three (3) years' experience in producing interactive e-commerce websites with common web development tools including open source platforms. **(References will be cross checked.)**

Technical skills and expertise

- Understanding of the concepts of user experience, user interface design principles and conceptual design.
- Understanding of various web development platforms.

- Good knowledge of HTML, DHTML, XML, Graphics design, Animation, photography and image manipulation techniques.
- Documented experience in web design, web behavior knowledge.
- Marketing and communications background are desirable skills in addition to good coding for finalizing the look and feel of the website.

Timeframe and duration of the assignment
It is expected that it will take six to eight (6-8) weeks to complete the assignment.

Submission of Proposal
Interested and qualified consultants are requested to structure proposal as follows to provide complete details as indicated below:
- Profile of the company / individual
- Understanding of the Scope of Work;
- Proposed Methodology / Approach and detailed Timeline with Deliverables - a clear work-plan in weeks/days;
- Sample(s) of similar work-done (please list active web address) - provide links to websites designed or edited by the consultant with clear credits, as well as any proof of successful communications/web assignments.
- Budget linked to proposed activities and products.

Annex 1: the look and feel of the Beyond Zero website

1) Functional requirements

   a) Logging into the website, the following should be seen:
      - Logo of Beyond Zero
      - Right side
        i. About Beyond Zero
        ii. News
        iii. Contact us
      - Major drop down icons (see http://www.ippf.org for look and feel)
        i. Our Focus Areas
        ii. Our Achievements
        iii. Our Approach
        iv. Support us
      - Sliding photos with fact sheets (see http://www.ippf.org for look and feel) (to provide consultant with fact sheets)
   b) About Beyond Zero
      - History
      - People
        i. Our leadership
        ii. Our team
      - Reports
        i. Progress technical reports (the website should have the ability to upload e-reports; photo-books etc)
        ii. Financial reports
   c) News (this space needs to have the ability to upload pictures and speeches from scrib. There is need to ensure there is a link to twitter and facebook. Also linked to First Lady's twitter and face book)
   d) Contact us (details on the physical and postal address of the Secretariat)
   e) Our Focus Areas (this space needs to have ability to add more areas in the future)
      - Write up on health (to be provided)
   f) Our Achievements
      - Her Excellency Margaret Kenyatta
        i. All accolades (to be provided)
      - Beyond Zero Mobile Clinic
        i. A map of Kenya and icon of a mobile clinic
           1. with county names
           2. number of services to-date
           3. number of kilometers covered
           4. top services each county
        ii. Contribution of Beyond Zero Mobile Clinics to national service load data
           1. (real time map from DHIS)

- First Lady's Half Marathons
    i. 2014
        1. Pictures and number of participants, testimonials and sponsors
    ii. 2015
        1. Pictures and number of participants, testimonials and sponsors
    iii. 2016
        1. Pictures and number of participants, testimonials and sponsors

g) Our Approach
- Advocacy
    i. (text to explain the program focus areas – maternal, neo-natal, child health including HIV; children with special abilities; nutrition; early childhood development)
- Systems strengthening
    i. Beyond Zero Mobile Clinics (text to explain the rationale)
    ii. Adopt-a-ward (text to explain the rationale)
    iii. Beyond Zero Hospital (text to explain the rationale)
- First Lady's Half Marathon
    i. (text to explain why the marathon)
- Partnerships
    i. (text to explain who are the partners and icons to go with each partner – MoH, NACC, Development partners, Private Sector, OAFLA)

h) Support us
- Secured donations with the following amounts linked to bank account and/ormpesa pay bill number
    i. Kes.500-1000
    ii. 1000-2000
    iii. above 5000
- monthly donation/single donation (see http://www.ippf.org/support-us for the look and feel)
- Crowd sourcing function for any running of smaller initiatives within the major Initiative (see https://www.kickstarter.com/) to track pledges or cash donations.

i) Ability to upload videos, photos

The videos and photos should be such that the website already crops the photos or reduces the size of the videos to fit within the website

j) Link to Social media sites namely YouTube Channel, Link to Facebook, Twitter, Instagram

2) Systems requirements

The website should have the following requirements:

- work on Mozilla, Chrome, Internet Explorer
- be a mobi-site
- needs to be secure – SSL
- have backend access to upload videos etc and change content
- have Analytic tools for website, social media platforms
- have the ability to send emails from *contact us* or *send comments* icons

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ...of P. O. Box ..... being a resident of

..... in the Republic of ~~~~ do hereby make a statement as

follows:-

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

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

I, ...of P. O. Box ..... being a resident of

..... in the Republic of ~~~~ do hereby make a statement as follows:-

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

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

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

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

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

....
(Title) (Signature) (Date)
Bidder's Official Stamp

BANK DETAILS FORM-

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name :.....

Bank branch name ;.....

Bank code :.....

Bank account :.....

PIN Number :.....

VAT Number :.....

Bank signatory(s) :.....

.....

Signed/ date.....

SECTION VI:

STANDARD FORMS OF CONTRACT

a. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)

TIME-BASED PAYMENTS

CONTRACT

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

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

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

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services", which is made an integral part of this Contract.

(ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

1. Term

The Consultant shall perform the Services during the period commencing _____ *[Insert start date]* and continuing through to_____*[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. <u>Ceiling</u>

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ *[Insert ceiling amount].* This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

(i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
(ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. Coordinator

The Client designates _____*[Insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees Providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be engaged in Certain Activities

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

4. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

5. **Assignment**

The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

6. Dispute Resolution

Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name _____

Title: _____

Signature; _____

Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

CONTRACT

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

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

(i)

3. Payment

A. Ceiling For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed___ _____ *[Insert amount].* This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs_____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs_____ upon the Client's receipt of the draft report, (Draft designs and layout) acceptable to the Client; and

Kshs_____ upon the Client's receipt of the final designs and layouts, acceptable to the Client.

Kshs_____ Total

C Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph

Performance Standards

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

7. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant not to be engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

7. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

8. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

9. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

10. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairperson of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

(iii)

FOR THE CLIENT FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____Title: _____

Signature; _____Signature; _____

Date; _____Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

_____

_____

To:_____

_____

_____

_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____

_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____

   _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

SIGNED .....(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary