



NATIONAL AIDS CONTROL COUNCIL

RFP NO. NACC/RFP/012/2019/2020

**CONSULTANCY SERVICE TO SUPPORT THE IMPLEMENTATION OF
MAISHA CERTIFICATION FOR
PUBLIC SECTOR INSTITUTIONS DURING
FINANCIAL YEARS 2019/20, 2020/21 AND 2021/22**

CLOSING DATE: SEPTEMBER 24, 2019 at 10.00AM

**National AIDS Control Council (NACC)
Landmark Plaza, 9th Floor
Argwings Kodhek Road
P. O. Box 61307 – 00200
NAIROBI (KENYA)
TEL: +254-020-2715109/2711261/2715144
FAX: +254-20- 2711072
E-mail: communication@nacc.or.ke
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SECTION I - INTRODUCTION

TO:

Date September 10, /2019

Dear Sir/Madam,

RE: RFP NO. NACC/RFP/015/2018/2019- CONSULTANCY SERVICE TO SUPPORT THE IMPLEMENTATION OF MAISHA CERTIFICATION FOR PUBLIC SECTOR INSTITUTIONS DURING FINANCIAL YEARS 2019/20, 2020/21 AND 2021/22

This Standard Tender Document has been prepared for use by public entities in Kenya

1.1 The following general directions should be observed when using the document.

- (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
- (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.

1.2 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.

- (c) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

(d)

1.4 The request for proposals document (RFP) includes the following documents:

- Section I - Letter of Invitation
- Section II - Information to consultants
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposal
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.5 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

Yours sincerely

**Chief Executive Officer
National AIDS Control Council**

SECTION I – INVITATION TO TENDER

Date September 10, 2019

RFP NO. NACC/RFP/015/2018/2019- CONSULTANCY SERVICE TO SUPPORT THE IMPLEMENTATION OF MAISHA CERTIFICATION FOR PUBLIC SECTOR INSTITUTIONS DURING FINANCIAL YEARS 2019/20, 2020/21 AND 2021/22

The National AIDS Control Council invites sealed tenders from eligible candidates for the Consultancy Service to Support the Implementation of Maisha Certification for Public Sector Institutions during Financial Years 2019/20, 2020/21 and 2021/22

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at Landmark Plaza, Opposite Nairobi Hospital on 8th floor at the office of **Procurement Division**.
- 1.2 A complete tender document may be obtained by interested candidates by downloading for free from NACC website www.nacc.or.ke or www.tenders.go.ke or upon payment of a non-refundable fee of Kshs. 1,000 in cash or bankers cheque payable to The Chief Executive Officer, NACC for hard copy documents.
- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings, and shall remain valid for period of (120) days from the closing date of the tender.
- 1.4 Completed tender document marked with the tender name and reference number to be submitted in the Tender Box on 9th Floor or be delivered to the Chief Executive Officer, National AIDS Control Council **on 9th Floor of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital or before September 24, 2019, 10.00am**
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **6th Floor Boardroom of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital**

**Chief Executive Officer
National AIDS Control Council**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.0 Introduction.

- 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 liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 2.2 Clarification and Amendment of RFP Documents**
- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any

amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

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

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

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

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) 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 **120 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary

to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The 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 be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 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.
- 2.5.5 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
- (i) Specific Experience of the firm Related to the Assignment
Reference/award letters/contracts/LPOs from the said organizations shall be attached as proof of having carried out the assignment.
 - (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference
The firm shall give details on the approach and methodology to ensure development of web portal. A clear work plan should be provided. Bidders must demonstrate a clear understanding of

NACC's operations, the TORs of the assignment and clearly indicate how the objectives will be achieved.

(iii) Qualifications and competence of the key staff for the assignment

The Consultant will present a lead consultant and three others who will be involved in the assignment. The lead consultant must provide a description of relevant assignments of a similar nature conducted within the last five years which should include number of institutions the firm has provide consultancy service for. The support consultants will comprise of a team of experts with the necessary skill sets who shall be adequately qualified and experienced to undertake the assignment.

The lead consultant should have:

- A minimum post graduate degree in health and development and at least 5 years' experience in carrying out related assignments.
- Demonstrated experience with at least 5 similar assignments or proof of having managed consultancy projects related to performance evaluation, validation and verification in the public sector in HIV field.
- Proven and demonstrated experience and understanding of HIV capacity building, monitoring and evaluation in the Public Sector
- Be available for the assignment.

Support Consultants 3

The support consultants should have:

- A first degree in social or biological sciences.
A post graduate degree in health, sociology and development and at least 3 years' experience in carrying out related assignments would be an added advantage.
- Be available for the assignment.

Signed CVs and copies of academic and professional certificates of all the staff to be assigned should be attached.

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.

2.7.3 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

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

choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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

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

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

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

$S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score;

F_m 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 (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows: - $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

2.8.8 Where contract price variation is allowed, the variation shall not exceed 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 Client shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The Procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The Procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the

assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to information to consultants

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	
	The name of the Client is: NATIONAL AIDS CONTROL COUNCIL
	The method of selection is: QUALITY AND COST BASED SELECTION
2.1.2	Technical and Financial Proposals are requested: YES The name, objectives, and description of the assignment are: Consultancy Service to Support the Implementation of Maisha Certification for Public Sector Institutions during Financial Years 2019/20, 2020/21 and 2021/22
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:- National AIDS Control Council (NACC) Landmark Plaza, 9th Floor Argwings Kodhek Road P. O. Box 61307 – 00200 NAIROBI (KENYA) TEL: +254-020-2715109/2711261/2715144 E-mail: communication@nacc.or.ke Website: www.nacc.or.ke.go.ke
2.1.4	The Client will provide the following inputs: a) Train the employees of the firm on the Maisha certification system for Public sector institutions; b) Avail to the firm the Maisha Certification Curriculum, evaluation criteria and other support materials; c) Mobilize MDAs for training, source for all training venues and meet the conference package costs of training d) Introduce the Consultants to the MDAs and communicate to the MDAs about the performance verification exercise; e) Carry out quality assurance of the procedures and quality of delivery for all Maisha certification processes as undertaken by the consultant. f) Provide the following for the Firm: <ul style="list-style-type: none"> • A copy of the letter to the institutions informing them of the Performance evaluation • List of all MDAs with contact persons • Work plans and reports submitted to NACC.
	The estimated number of professional staff months required for the assignment is: Financial Years 2019/20, 2020/21 and 2021/22
2.4.2	Taxes: The Financial Proposal should include VAT, Consultancy tax, and any other taxes, fees, levies and charges imposed under the law on consultants, the sub consultants and their personnel
2.5.2	Consultants must submit an original and One (<i>I</i>) additional copies of each proposal.
2.5.4	The proposal submission address is National AIDS Control Council (NACC) Landmark Plaza, 9th Floor Argwings Kodhek Road

	<p>P. O. Box 61307 – 00200 NAIROBI (KENYA) TEL: +254-020-2715109/2711261/2715144 FAX: +254-20- 2711072 E-mail: communication@nacc.or.ke Website: www.nacc.or.ke .go.ke</p> <p>Information on the outer envelope should also include</p> <p>RFP NO. NACC/RFP/0125/20198/2020 49</p> <p>MAISHA CERTIFICATION FOR</p>
	<p>Proposals must be submitted no later than the following date and time September 24, 2019 at 10.00 a.m.</p>
	<p><i>The minimum technical score required to pass: 70 POINTS</i></p>
	<p><i>Alternative formulae for determining the financial scores is the following:</i></p> <p style="text-align: center;"><i>The weights given to the Technical and Financial Proposals are:</i></p> <p style="text-align: center;"><i>T= 0.8</i></p> <p style="text-align: center;"><i>P= 0.2</i></p>
	<p><i>The assignment is expected to commence on: Immediately after contract signing</i></p>

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SHORT LISTING CRITERIA- MANDATORY CRITERIA

STATUTORY REQUIREMENTS- MANDATORY CRITERIA

No	Requirements	YES /NO
1.	Certificate of Registration / Incorporation	
2.	Duly Filled Confidential Business Questionnaire	
3.	Valid Tax Compliance Certificate	
4.	The Business trade license from County Government	
5.	Certificate of Compliance on NHIF and NSSF	

ELIGIBILITY CRITERIA- MANDATORY

No	Requirements	PASS/FAIL
1.	Duly executed Self Declaration on Debarment	
2.	Duly executed Anti-Corruption f Declaration	
3.	Firm with conflict of interest on the assignment	
4.	Power of attorney authorizing person to sign tender documents on behalf of the firm	

QUALIFICATION CRITERIA

	Item Description	Max	Score
1	Managerial Capability	10	
	Organization structure and Company profile		
	A The Firm		
	(a) Age =>7 - 10 years= 5 points,		
	(b)Less than 5-6 years= 3 points,		
	(c)Less than 3-4 years= 2 point,		
	(d)Less than 3 year = 0 points)		
	B. Staff Establishment (3 Points)		
	(a) Size (staff compliment= >10 = 3 Points,		
	(b) Less than 10- 6= 2 points,		
	(c)Less than 6= 0 Point		
	C. Management (2 point)		
	(a) Directors (>50% Kenyan owned (2 points)		
(b) Less than 50% (0.5 point)			
2	Specific Experience- Proof of similar assignments undertaken	15	

	(a) Number of similar assignments 2 mark for each Max = 10 points,		
	(b) Value of assignments Kshs 5m and above (3 points) Below Kshs 5m (1 Point)		
	(c) Duration of the assignment 12 Months and above (2 Points) Less than 12 months (0.5 Point)		
3	Adequacy and quality of the proposed methodology, work plan, organisation Methodology (12 points) Work Plan (7 points) Organisation (3 points) Adequacy of proposed suggestions on the Terms of Reference (TORs) (3 points)	25	
4	Key Experts Qualifications, Experience and competence A. Lead Consultant (16 points) Post graduate degree in health and development (1 point) At least 5 years similar assignments or proof of having managed consultancy projects related to performance evaluation, validation and verification in public sector in HIV field (3 point each for year for similar assignment) Max 15 points B. 3 Support Consultant 1 (8 points each) Degree in social or biological sciences (1 point) A post graduate degree in health, sociology and development (1Point) At least 3 years' experience in carrying out related assignments Proven and demonstrated experience and understanding of HIV/Maisha Certification in the public sector, capacity building and monitoring and evaluation (2 points for year and similar assignment/experience) Max 6 points	40	
5	Transfer of Knowledge	10	
	Pass Mark 70 Points	100	

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	
2. Firms references	
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the Procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:
_____ [*Name of Firm*]

:
_____ [*Address:*]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

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

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year): Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

Date: _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

: _____ [Authorized Signature]
_____ [Name and Title of Signatory]:
_____ [Name of Firm]
_____ [Address]

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

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

Activity No. _____ Name: _____

Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ <hr/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				<hr/>

SECTION V: - TERMS OF REFERENCE

NATIONAL AIDS CONTROL COUNCIL

Consultancy to support the implementation of Maisha Certification for Public Sector Institutions in FY
2019/20, 2020/21 and 2021/22

JUNE 2019

**TERMS OF REFERENCE FOR CONSULTANCY FIRM TO SUPPORT THE IMPLEMENTATION OF
MAISHA CERTIFICATION FOR PUBLIC SECTOR INSTITUTIONS DURING FINANCIAL YEARS
2019/20, 2020/21 AND 2021/22**

1. INTRODUCTION

HIV and AIDS continues to have an enormous negative socio-economic impact and put immense pressure on households, communities, workplaces, businesses and enterprises in Kenya. According to the Kenya 2018 HIV Estimates, 1,493,382 people were living with HIV. The country has steadily managed to bring down the prevalence rate from 14.7% in 1999 to 4.9% in 2018. The ART coverage has also continued to improve in recent years; a total of 1.2 Million people are on treatment, representing 75% coverage. AIDS related deaths have also been on a down ward trend falling from 60,000 in 2014 to 28,000 in 2018.

A national prevalence of 4.9% with variations in incidence and prevalence across all the 47 counties makes Kenya the fourth largest HIV epidemic globally. Women are more affected (5.2%) than men (4.5%). New infections were estimated at 52,800 while 28,200 people died of AIDS related illnesses in 2018. Whereas HIV Progress report 2018 shows that we are making significant progress against the pandemic, UNAIDS latest report warns that the progress does not match the national target of ending HIV and AIDS by 2030. The HIV epidemic as well as emerging Non-Communicable diseases may have an impact on attainment of UHC.

HIV and AIDS as well as wellness promotion for attainment of UHC has been incorporated in the performance contract as a key deliverable for all MDAs. In addition, the Government recognizes that Ministries, Departments and Agencies (MDAs) hold a vital key to improving the quality of lives of Kenyans and making the country globally competitive in line with the universal health coverage agenda. Currently, Kenya has about 370 Ministries, Departments and Agencies (MDAs). The Government is committed to ensuring that public offices are well managed and are cost effective in their delivery of quality service to the public in line with provisions of the Constitution of Kenya and Vision 2030.

Maisha Certification is a process under the Performance Contract of the Government of Kenya .The PC secretariat provides annual guidelines that must be adhered to. It is a cyclic process that includes verification and approval of PC, quarterly reports to PC and biannual validation with evidence and annual PC evaluation. The NACC is the lead agency for the indicator “Prevention of HIV infections and UHC promotion”. Institutions submit reports to NACC and maintain records and evidence for evaluation.

2. RATIONALE

To ensure that MDAs deliver quality services, all MDAs must sign performance contracts which outline the nature, quality and quantity of service that citizens should expect from the respective institution. It is in line with this that the NACC will be certifying all MDAs with a Maisha Certificate. The certification is at two levels and will be informed by the achievement of performance contract HIV indicators & targets. The two (2) levels of the Maisha certification are set against a determined criterion which will be used to evaluate the implementation of the PC indicators for all the 361 MDAs. The two levels are:

- a) **MAISHA 1:** Focuses on internal mainstreaming of the HIV and AIDS into routine functions of MDAs. Maisha 1 activities include putting in place suitable environment for implementation of HIV programmes and also targeting staff and family members with HIV messages and services at the workplace. MDAs must pass this level before they can move on to Maisha 2
- b) **MAISHA 2:** This level will focus on external mainstreaming or MDAs engagement with their clients, dependents and external stakeholders. Maisha 2 activities include continuation with Maisha 1 activities and also targeting stakeholders/clients with comprehensive HIV information and services at the workplace. This level focuses on MDAs using their corporate mandate to influence HIV Policy. However, MDAs will at the same time continue implementing Maisha 1 activities.

The indicator has been expanded to include promotion of attainment of UHC at the workplace.

The NACC plans to bring on board a consultancy firm to support the implementation of Maisha certification as part of contribution towards the achievement of the national targets as contained in Vision 2030, Agenda Four and UHC Agenda.

3. OBJECTIVES

The broad objective of this consultancy is to support the various processes in the implementation of Maisha Certification in the public sector. The specific objectives are as follows:

- i. Conduct annual sensitization of the MDAs on Maisha Certification system in line with the NACC Maisha Certification Curriculum and approved calendar of trainings;
- ii. Conduct trainings for the MDAs when and only if the NACC so instructs;
- iii. Conduct annual performance evaluation of all MDAs.

4. METHODOLOGY OF WORK

The consultancy firm will be responsible and accountable to the CEO, NACC on the deliverables of this assignment and any issue arising from their engagement with the MDAs. The firm must ensure quality, efficiency and effectiveness, accountability and transparency in service delivery.

Specifically, the firm will:

- Submit to NACC the inception report detailing the methodology they intend to use in carrying out the tasks of this assignment;
- Implement all the specific tasks of the assignment in line with the Maisha Certification SOPs and with continuous consultations with NACC throughout the process;
- Refer non-responsive clients to NACC for further assistance;
- Provide detailed and timely reports to the NACC CEO of all activities carried out

5. SPECIFIC RESPONSIBILITIES OF THE CONSULTANCY FIRM

The Consultancy Firm will:

- a) Sign the consultancy contract and avail the resource persons for induction by NACC on specific tasks as contained in section 3. above;
- b) Prepare and submit a comprehensive inception report with clear methodology to NACC before commencing the verification exercise;
- c) Conduct annual sensitization of the MDAs on Maisha Certification system in line with the NACC Maisha Certification Curriculum;
- d) Conduct quarterly trainings for the MDAs when and only if the NACC so instructs
- e) Conduct annual performance evaluation of each MDA which includes
 - i. Review of MDAs performance against work plans and targets
 - ii. Validation of MDAs reports by reviewing available evidence against PC guidelines and targets
 - iii. Rank and rate MDAs performance based on the evaluation tool provided by the NACC
 - iv. Prepare and submit a duly completed and signed evaluation report and submit to the NACC
 - v. Evidence of communication and follow-up of reaching non responsive MDAs should be submitted to the NACC CEO
- f) Prepare and submit an acceptable comprehensive terminal /exit report **at the end of the contract period.**

The performance evaluation for the FY 18/19 shall start on July 16th 2019 and should be completed within 60 days. Dates will be communicated formally by the NACC CEO for the subsequent years.

6. QUALIFICATIONS

Specific roles, responsibility and time of all the staff who will be involved in this assignment must be indicated. The curriculum vitae (CV) of Lead consultant and support consultants must be submitted with the proposal.

a) Lead Consultant

The lead consultant should have:

- A post graduate degree in health and development and at least 5 years' experience in carrying out related assignments.
- Demonstrated experience with at least 5 similar assignments or proof of having managed consultancy projects related to performance evaluation, validation and verification in the public sector in HIV field.
- Be available for the assignment.

b) Support Consultants:

The support consultants should have:

- A degree in social or biological sciences .A post graduate degree in health, sociology and development and at least 3 years' experience in carrying out related assignments would be an added advantage.
- Proven and demonstrated experience and understanding of HIV/Maisha Certification in the public sector, capacity building and monitoring and evaluation
- Be available for the assignment.

7. ROLE OF NACC

- (d) Train the employees of the firm on the Maisha certification system for Public sector institutions;
- (e) Avail to the firm the Maisha Certification Curriculum, evaluation criteria and other support materials;
- (f) Mobilize MDAs for training, source for all training venues and meet the conference package costs of training
- (g) Introduce the Consultants to the MDAs and communicate to the MDAs about the performance verification exercise;
- (h) Provide technical assistance and guidance and data quality assurance to the Consultants during the delivery of the various tasks of this assignment;
- (i) Carry out quality assurance of the procedures and quality of delivery for all Maisha certification processes as undertaken by the consultant.
- (j) Provide the following for the Firm:
 - A copy of the letter to the institutions informing them of the Performance evaluation
 - List of all MDAs with contact persons
 - Work plans and reports submitted to NACC.

8. CONTRACTING AUTHORITY

The Contracting Authority for this consultancy will be the Chief Executive Officer of the National AIDS Control Council.

Payment Terms – To be negotiated

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender;
The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form:
This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form :
When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form :
The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
1. Performance Security Form:
The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form :
When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
2. Manufacturers Authorization Form:
When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(*Procuring entity*).

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

Date Signature of Candidate

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

3.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

4.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

5. 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

Bank signatory(s)

PIN Number

VAT Number :.....

VALID KRA TCC No.....

Signed/ date.....

6 TENDER SECURITY FORM

Whereas [name of the tenderer](hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment] (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
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.

2. 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. Ceiling

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.
 - 9. Insurance**
The Consultant will be responsible for taking out any appropriate insurance coverage.
 - 10. 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.

12. 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; _____

8 **PERFORMANCE SECURITY FORM**

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [Description of goods] (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of guarantee] as previously mentioned, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

9 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

10 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

11 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

12. 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 of20.....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

13. TENDER-SECURING DECLARATION FORM- MANDATORY FOR AGPO FIRMS

(r.22)

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: ----- of Bid Submission] Tender No. -----

To: Name of Procuring Entity-----

We, the undersigned, declare that:

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

Signed by : ----- Signature -----

Position ----- Duly authorized to sign the bid for and on behalf of:

Dated: -----]