



NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL FOR PROCUREMENT OF CONSULTANTS;  
CONSULTANY TO CARRY OUT MID TERM REVIEW OF THE NATIONAL AIDS  
CONTROL COUNCIL STRATEGIC PLAN 2015/ 2019

RFP/ NACC No/ 039/ 2017-2018

MAY 2018

CLOSING DATE MAY 31, 2018 AT 10.00 AM

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## **Section 1: Letter of Invitation**

[Invitation NO. **RFP/NACC/039/2017-2018**]

Dear Mr. /Ms.

The National AIDS Control Council now invites proposals to offer consultancy services as follows;

CONSULTANTY TO CARRY OUT MID TERM REVIEW OF THE NATIONAL AIDS CONTROL COUNCIL STRATEGIC PLAN 2015/ 2019

More details on the services are provided in the Terms of Reference (TOR)

This Request for Proposal (RFP) has been addressed to the following Consultants:

3. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

4. Please inform us within 3days (Three 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](mailto:musicn@nacc.or.ke), or [nchoge@nacc.or.ke](mailto:nchoge@nacc.or.ke) or [lanisa@nacc.or.ke](mailto:lanisa@nacc.or.ke)

upon receipt:

(a) That you received the Letter of Invitation and wish to participate in the tender process

Yours sincerely,

*Clauder Musi*

*For: Chief Executive Officer*

*National AIDS Control Council*

## **Section II: Information to Consultants**

### **Introduction**

The National AIDS Control Council will select the Consultants among those submitting the proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.

The Consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)

In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the Individual Consultants. In such a case the highest ranked individual Consulting individuals in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual.

The Consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, Consulting individuals are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.

The client will provide the inputs and services specified in the special conditions of contract needed to assist the Individual Consultants to carry out the assignment.

The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

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

### **Clarification and amendment to the RFP documents**

2.2.1 The individual may request clarification of any of the RFP documents not later than Three (3) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 individual Consulting Consultants invited to submit proposals.

At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended

Consultants amends the RFP. Any amendment shall be issued in writing, fax or email to all invited individual Consulting individuals and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders.

The procuring entity shall reply to and clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

### Preparation of proposals

The individuals' proposal shall be written in English language.

In preparing the Technical proposal, the individuals are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

While preparing the Technical proposal, the individual must give particular attention to the following:

If any Individual Consultants considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. Consultants will not propose other individuals invited to submit proposals for the assignment. Any Consultants in contravention of this requirement shall automatically be disqualified.

For all the staff who will be involved in the exercise of the proposals to individuals must indicate their responsibility in the assignment and also the staff time as necessary.

The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

### Technical Proposal

The Technical proposal shall provide the following information;

The Consultants-a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the Individual Consultants' involvement.

Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.

A description of the methodology and work plan for performing the proposed assignment.

Any additional information requested in the special conditions of contract.

The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

## 2.4 Financial proposal

In preparing the financial proposal, the Consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

The Financial proposal should include the payable taxes.

The fees shall be expressed in Kenya Shillings.

The Financial proposal must remain valid for 120 days after the submission date. During this period the Individual Consultant is expected to keep available at his own cost any staff proposed for the assignment. The Procuring Entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the Consultants who do not agree, have the right not to extend the validity of their proposals.

The financial proposal must comply with the law governing the profession of the Consultants.

### Submission, Receipt and opening of proposals

The Technical Proposal and the Financial Proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Individual Consultant. Any such corrections must be initialed by the Consultant.

For each proposal the Consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 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 duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the Procuring Entities address and other information indicated in the appendix to the instructions to Consultants and clearly marked "DO NOT OPEN before **May 31, 2018**". The Proposal submission address is:

The Chief Executive Officer,  
National AIDS Control Council  
P.O.BOX 61307-00200  
NAIROBI, KENYA  
Located at Landmark Plaza 8<sup>th</sup> and 9<sup>th</sup> Floor,  
Upper Hill area Opposite The Nairobi Hospital

Proposals must be submitted no later than the following date and time: **May 31, 2018 at 10.00 am.**

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to Consulting Individual Consultant. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the Individual Consultants unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the / Individual Consultants submitting the proposals.

After the deadline for submission of proposals the outer envelope and the Technical Proposals shall be opened immediately by the opening committee. The Financial Proposals shall be marked with the Consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

## 2.6 Evaluation of the Proposal (General)

From the time the proposals are opened to the time of the contract award, if any individual Consultants wishes to contact the procuring entity on any matter relating to his/her proposal, he/she should do so in writing at the address indicated in the appendix to the instructions to Consultants. Any effort by Consultants to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the Individual Consultants proposal.

The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

### Evaluation of Technical Proposals

The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

| CRITERIA   | POINTS |
|--|--------|
| Specific experience of the Consultant relevant to the assignment                                     | 30     |
| Adequacy and quality of the proposed methodology, work plan in responding to the Terms of Reference. | 30     |
| Key Experts qualifications and competence for the assignment   | 40     |
| General qualification, general education, training in the respective field                           |        |
| Adequacy for the assignment- experience in similar assignments with specific interest.               |        |

**NB: Minimum score 70** (More details on the TORs within the document)

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



Each responsive proposal will be given a technical score (ST). Any Technical Proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective Financial Proposal will be returned to the Individual Consultants unopened.

## 2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical Proposals the procuring entity shall notify the Consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their Financial Proposals shall not be opened and will be returned to them un-opened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the Consultants who has secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their Financial Proposal. They will also be invited to attend the opening ceremony if they wish to do so.

The Financial Proposals shall be opened by the Procuring Entity in the presence of the Consultants who choose to attend the opening. The name of the Individual Consultant, the technical score and the proposed fees shall be read out aloud and recorded. The envelope containing the Quality Cost Based Selection sum per category will also be opened together with the financial proposals of the proposal meeting the minimum technical score. The Tender Opening Committee shall prepare minutes of the opening of the Financial Proposals.

The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times \frac{f_m}{f}$  where  
Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 20

2.8.4 The Consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to Consultants. Unless otherwise stated in the appendix to the instructions to Consultants the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score  
Sf is the financial score  
T is the weight given to the technical proposal and  
P is the weight given to the financial proposal

Note  $P + T$  will be equal to 100%

The Consultants achieving the highest Combined Technical and Financial Score under the Quality and Cost Based Selection method will be invited for negotiations.

#### Negotiations

Negotiations will be held at the same address indicated in the appendix to the information to Consultants. The purpose of the negotiations is for the procuring entity and the Individual Consultant to reach agreements on all points regarding the assignment and sign a contract.

The negotiations will include a discussion on the Technical Proposals, the proposed methodology and work plan, staff and any suggestions made by the Individual Consultants to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the Individual Consultants whose proposal achieved the second highest score to negotiate a contract.

#### Award of Contract

The contract will be awarded after commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other Consultants that they were unsuccessful and return the Financial Proposals of the Consultants who did not pass technical evaluation.

The selected Consultants are expected to commence the assignment on the date indicated in the appendix to the information to Consultants or any other date agreed with the procuring entity.

#### Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the Consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual Consultants has been notified that he/she has been awarded the contract.

## Section III: Terms of Reference



### TERM OF REFERENCE FOR INDIVIDUAL CONSULTANT FOR THE MIDTERM REVIEW OF THE NATIONAL AIDS CONTROL COUNCIL STRATEGIC PLAN 2015/19

#### INTRODUCTION

The National Kenya AIDS Control Council developed the 1<sup>st</sup> Institutional plan 2015/19 that encompasses all aspects of the organization's work. The plan is an overarching document that guides achievement of our vision as 'responsive authority in the multisectoral coordination of the national HIV and AIDS response', serving as a practical guide that informs institutional work plans and cascading performance to all spheres of the institution.

The five year (5) NACC Strategic Plan (2015/ 2019) identified the following three strategic goals to be achieved in the five year period;

- i) What NACC must do as an organization in respect to the legal mandate as a state agency
- ii) What results NACC must ensure are delivered in in the HIV response; and
- iii) What NACC must put in place in order to enhance its institutional capacity to deliver on its mandate and KASF results.

The three strategic goals identified are:

**Strategic Goal 1.** Delivery on NACC's key functions: This goal is informed by NACC's legal mandate and a function analysis based on Kenya's governance system with regard to devolution of HIV services; HIV as a multi-sectoral responsibility for citizen participation. Five (5) functional areas with a total of (22) strategies are defined.

**Strategic Goal 2.** Oversight for the delivery of Kenya AIDS strategic framework (KASF): This goal is informed by NACC's responsibility and accountability for the results outlined in the KASF. The strategic directions from the basis upon which NACC's strategies are developed to ensure coordination of stakeholders, partners, different sectors, and ministries, Departments and Agencies (MDAs) of Government; to monitor and track progress towards results; and to raise and align resources (both on and off-budget) towards KASF priorities. To better operationalize NACC's oversight role over KASF's implementation, the eight (8) strategic directions of KASF have been translated into 8 Functional areas under NACC's oversight goal. KASF's priority intervention areas

have then been matched with fifty one (51) strategic activities that will contribute to effective NACC oversight of each KASF intervention.

**Strategic Goal 3.** Strengthening NACC’s institutional capacity: The institutional foundation of NACC must be adequately strong to deliver on the expectations of the people of Kenya. NACC must be managed in accordance with international standards of Governance and Accountability, and national guidelines for management of public institutions and resources. For NACC to achieve part of its mission of increasing domestic resources for the HIV response in the medium and long-term, institutional integrity is required. Eight (8) functional areas and thirty nine (39) strategies are identified to strengthen NACCs institutional capacity.

## Objectives and Expected Outputs for the NACC Strategic Plan Mid Term Review

### 2.1 Objectives

The objectives of Mid-Term Review of the NSP are to:

- a) Assess the progress made towards achievements of the stated objectives and targets set out for each Strategic goal of the NSP (See Table 1 above). Identify strategic and management gaps and make recommendations on the specific strategies needed to address these gaps.
- b) Identify and document the key factors that either facilitate or impede achievement of targeted results and make recommendations for either corrective action (in case of negative factors) or scaling up (for positive factors).
- c) Assess the progress made by the key structures and institutions charged with facilitating implementation of NSP as part of the delivery infrastructure and make recommendations.
- d) Align the reviewed document to the following key government priorities and documents
- e) The Big four government priorities
- f) MTP III
- g) Present findings and recommendation to the board and management.

### 2.2 Expected Outputs

This assignment has clear deliverables that are expected which include the following:

- a) Consolidated and comprehensive NACC SP MTR report of key findings and recommendations covering each of the strategic goals and result areas of NSP by Strategic goals.

Will have:

- a) A status report on each strategic goal and key indicator, with specific recommendations on how to address any observed strategic and management gaps.
- b) A status report on management delivery infrastructure and monitoring mechanisms with recommendations on how to strengthen effectiveness.
- c) A status report on key factors that have facilitated progress under each goal and results area
- d) A status report on key factors that have impeded progress under each goal and results area
- e) A Comprehensive document with Key Points to be implemented for the remaining life of the NACC SP.

### 3. Methodology for the Review Process

In principle the NACC SPMTR review will be a reflective process of the various management levels, involving a peer review based engagement, with overall guidance of an independent Reviewer to ensure objectivity. A participatory approach will be employed during the process. For ease of management, cost effectiveness, timely and efficient implementation of this MTR, the process has been divided into distinct phases as indicated below.

**1) Phase 1: NSP review Concept Note and Terms of Reference development**

This will involve

- a) development of the Concept Note to guide the process
- b) Development and the relevant Terms of Reference
- c) Establishment of an internal team to drive the process and provide guidance on the Concept Note and Terms of Reference for the MTR process.

**2) Phase 2: Putting in place the review preparation Process.**

- a) Procuring TA to undertake the review process
- b) Presentation on inception process report to the management by the consultant

**3) Phase 3: Data Collection, Analysis and Compilation**

- a) Schedule discussion with process owners spelt out in the NSP goals
- b) Meeting with the executive management of NACC
- c) Schedule interviews with NACC board and other persons of concern

**4) Phase 4: Report Writing & Presentation**

- a) The data and information collected from the various groups will inform the report writing as per the approved template.
- b) The report will be discussed by all levels of management before presentation is done to the board by the TA& the CEO

### 4. Timelines

This Technical Assistance is a 21 working days assignment spread out between March and April 2018. The lead consultant will be expected to work closely with the Technical Committee to generate a detailed Workplan indicating the specific assignments for members of the Technical Committee based on the scope of work. The lead consultant will be expected to be available throughout the process.

| Phase   | Number of Days |
|---|----------------|
| Preparation Process Phase   | 5              |
| Review of Data Collection Processes through interviews and review of relevant documents | 20             |
| Presentation of the report to the Committee overseeing the review                       | 4              |
| Submission of the final document  | 1              |

## 5. Management

The consultant responsible to Chief Executive Officer -NACC through the Head of Performance management who will also manage the day to day operations of the assignments

Meetings with the management and oversight team be arranged by the Head, Performance management for the lead consultant to present the preliminary findings and recommendations.

Final report to be submitted by 30<sup>th</sup> August 2018

## 6 Academic Qualifications:

A minimum of an Advanced degree (Masters) in Public Policy , Public Health, Health Policy analysis,, Project Management, Governance and Strategic Information, or related field with specific qualifications in the policy implementation .

## 7. Experience

- a) At least 10 years progressive professional experience in strategic management, program design, policy and monitoring and evaluation for national institutions.
- b) Previous experience in review or evaluation of a strategic plan will be an added advantage.
- c) Documented experience and knowledge in facilitating on strategic management and policy formulation.
- d) Strong demonstrated writing skills as evidenced through publications.
- e) Good understanding and sensitivity to the HIV and AIDS political context in Kenya.
- f) Ability to work in a team and flexible hours.

## 8. Key Competences

- a) Demonstrated data analytical, interpretation and report writing skills.
- b) Experience with methods and techniques of qualitative and quantitative M&E data collection and analysis, including tracking outcome indicators
- c) Strong communication and facilitation skills ability to establish good working relationships with colleagues and stakeholders in a sensitive environment.
- d) Demonstrated strong interpersonal, motivational skills and capacity to lead teams of experts from diverse backgrounds; and sensitivity to the local environment as well as the ability to work with minimal supervision.
- e) Strong report writing and presentation skills.

Chief Executive Officer,  
National AIDS Control Council,  
Landmark Plaza, Argwings Kodhek Road,  
P.O. Box 61307 - 00200,  
NAIROBI.

## Section IV - Technical Proposal (TP)

### Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the Independent Reviewer / Individual Consultants.

It shall contain the following:-

Submission letter

Particulars of the Consultants including Curriculum vitae (CV)

Comments and suggestions of the Consultants on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.

Description of the methodology and work plan for performing the assignment

Any proposed staff to assist in the assignment

Consultants services activities & time schedule.

*(To be prepared by the Consultants as appropriate)*

## **Section V- Financial Proposal (FP)**

### Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the **Consultant**. It shall contain the following.

- Submission letter indicating total fees
- Summary of costs
- Breakdown of fees per activity
- Breakdown of reimbursable costs/expenses per activity
- Miscellaneous expenses

*(to be prepared by the Consultants as appropriate)*

|    | Item Description                                      | Financial Proposal | Remarks |
|----|---|--------------------|---------|
| a  | Submission letter indicating total fees               |                    |         |
| b. | Summary of costs                                      |                    |         |
| c  | Breakdown of fees per activity                        |                    |         |
| d  | Breakdown of reimbursable costs/expenses per activity |                    |         |
| e  | Miscellaneous expenses                                |                    |         |

### **Mandatory Requirements**

| S/No. | Requirements   |
|-------|--|
|       | VAT Certificate /Pin No.   |
|       | Tax Compliance Certificate   |
|       | Self-Declaration Not to Engage in Corruption   |
|       | Self-Declaration That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement and Asset Disposal ACT 2015. |
|       | Bank Details   |
|       | Detailed CV  |



## **Section VI: Standard Contract Form**

### **Individual Consultants**

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Consulting Consultants clause 2.10.2

Section VI: Standard Contract Form

STANDARD CONTRACT FORM

/ INDIVIDUAL CONSULTANTS

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 Consulting firm/ consultant’s name] of [or whose registered office is situated at] [insert Consulting Consultants address] (hereinafter called “the Consulting Independent Reviewer and Individual Consultants”) of the other part.

WHEREAS the Client wishes to have the Consultants 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 Consultants shall perform the Services Specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.
- (ii) The Consultants shall provide the personnel listed Appendix B, “Consultants Personnel,” to perform the Services.
- (iii) The Consultants shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consulting Independent Reviewer / Individual Consultants’ Reporting Obligations.”

*(Appendices A, B, and C to be prepared as appropriate)*

2. Term The Consultants shall perform the Services during the period commencing on [insert starting date] and 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 Consultants an amount. This amount has been established based on the understanding that it includes all the Consulting Independent Reviewer / Individual Consultants’ costs and profits as well as any tax obligation that may be imposed on the Consultants.

## B. Schedule of Payments

The schedule of payments is specified below:

Inception Report: 5%

Draft MTR Report and documentation of MTR Process: 45%

Final MTR Report and final documentation of MTR Process: 50% upon the Client's receipt of the Final report, acceptable to the Client

## C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultants of invoices in duplicate to the Coordinator designated in Clause 4 here below, upon submission of acceptable reports to the client. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultants 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 Coordinator

The Client designates Head, Performance Management 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, "Consulting **Individual Consultants** Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

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

## 6 Confidentiality

The Consultants 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 Consultants for the Client under the Contract shall belong to and remain the property of the Client. The Consultants may retain a copy of such documents and software.

8. Consultants Not to be Engaged in certain The Consultants agrees that during the term of this Contract and after its termination the Consultants and any entity affiliated with the Consultants shall be disqualified from providing goods

Activities , works or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance The Consultants will be responsible for taking out any appropriate Insurance coverage.

10. Assignment The Consultants shall not assign this Contract or Sub-contract any portion of it 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 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 chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

For the Client

For the Consultants

Full name \_\_\_\_\_

Full name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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 VII: Standard Forms of Contract**

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

TIME BASED PAYMENT \_\_\_Time based fixed fee exact duration of contract not fixed

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.

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.

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.

#### 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".

#### Reimbursable

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

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;

Such other expenses as approved in advance by the Client's coordinator.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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

FOR THE CONSULTANT

Full name; \_\_\_\_\_

Full name \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_

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.

### 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.

#### 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.

#### Insurance

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

Assignment

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

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.

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 chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

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.

\_\_\_\_\_  
\_\_\_\_\_

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

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.

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

(FULL PARTICULARS) \_\_\_\_\_  
ACCOUNTING OFFICER

SIGNED FOR



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

