



NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL  
PROCUREMENT OF A CONSULTANT TO DEVELOP HIV PREVENTION INTERVENTION  
CASCADES AND BUILD THE CAPACITY OF NATIONAL AND COUNTY FOCAL PEOPLE ON  
DEVELOPING HIV PREVENTION INTERVENTION CASCADES

RFP/ NACC No/ 001/ 2018-2019

SEPTEMBER 2018

CLOSING DATE: OCTOBER 02, 2018 AT 10.00 AM

## Contents

SECTION I: INVITATION TO TENDER; REQUEST FOR PROPOSAL (RFP).....	5
SECTION II: - INFORMATION TO CONSULTANTS (ITC).....	6
2.1 Introduction .....	6
2.2 Clarification and Amendment of RFP Documents.....	6
2.3 Preparation of Technical Proposal .....	7
2.4 Preparation of Financial Proposal.....	8
2.5 Submission, Receipt, and Opening of Proposals.....	8
2.6 Proposal Evaluation General.....	9
2.7 Evaluation of Technical Proposal.....	10
2.8 Public Opening and Evaluation of Financial Proposal.....	11
2.9 Negotiations.....	12
2.10 Award of Contract .....	12
2.11 Confidentiality .....	13
2.12 Corrupt or fraudulent practices.....	13
Appendix to information to consultants .....	14
Clause Reference .....	14
SECTION III: - TECHNICAL PROPOSAL .....	17
<b>Notes on the preparation of the Technical Proposals.....</b>	<b>17</b>
1. TECHNICAL PROPOSAL SUBMISSION FORM.....	18
2. FIRM'S REFERENCES.....	19
<b>Relevant Services Carried Out in the Last Four Years That Best Illustrate Qualifications.....</b>	<b>19</b>
1. <b>Technical/Managerial Staff .....</b>	<b>21</b>
2. <b>Support Staff.....</b>	<b>21</b>
6. <b>FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF .....</b>	<b>22</b>
7. <b>TIME SCHEDULE FOR PROFESSIONAL PERSONNEL .....</b>	<b>23</b>
<b>ACTIVITY (WORK) SCHEDULE .....</b>	<b>24</b>
(a). <b>Field Investigation and Study Items .....</b>	<b>24</b>
(b). <b>Completion and Submission of Reports.....</b>	<b>24</b>
SECTION IV: - FINANCIAL PROPOSAL.....	25
SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS .....	26
1. <b>FINANCIAL PROPOSAL SUBMISSION FORM .....</b>	<b>26</b>
SECTION V: - TERMS OF REFERENCE.....	28

Background .....	28
Objectives of the consultancy .....	28
Deliverables .....	29
Duration of assignment .....	30
Consultant Qualifications .....	31
SECTION VI: STANDARD FORMS OF CONTRACT .....	32
NOTES .....	32
STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES	33
CONTENTS .....	33
CONTRACT FOR CONSULTANT'S SERVICES .....	36
<b>Large Assignments (Lump-Sum Payments) .....</b>	<b>36</b>
<b>1. GENERAL PROVISIONS .....</b>	<b>38</b>
<b>2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....</b>	<b>39</b>
<b>2.5 Force Majeure .....</b>	<b>39</b>
<b>2.6 Termination.....</b>	<b>40</b>
<b>3. OBLIGATIONS OF THE CONSULTANT .....</b>	<b>41</b>
<b>4. CONSULTANT'S PERSONNEL .....</b>	<b>43</b>
<b>5. OBLIGATIONS OF THE CLIENT .....</b>	<b>44</b>
<b>6. PAYMENTS TO THE CONSULTANT .....</b>	<b>44</b>
<b>7. SETTLEMENT OF DISPUTES .....</b>	<b>45</b>
<b>III. SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>46</b>
<b>Number of GC Amendments of and Supplements to Clauses in the Conditions of Contract</b>	<b>Clause                      General</b>
	<b>46</b>
Appendices .....	48
APPENDIX C- KEY PERSONNEL AND SUBCONSULTANTS.....	48
CONTRACT .....	50
LIST OF APPENDICES.....	54
APPENDIX C .....	55
(1) Remuneration of Staff .....	55
(2) Reimbursable .....	55
CONTRACT .....	56
<b>3. Payment</b> A. Ceiling .....	<b>57</b>
B.     Schedule of Payments .....	<b>57</b>

FORMS .....	60
LETTER OF NOTIFICATION OF AWARD .....	60
FORM OF TENDER – MANDATORY (TO BE ENCLOSED IN FINANCIAL ENVELOP) .....	61
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM – MANDATORY.....	62
FORM RB 1 : PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD .....	63
<b>REPUBLIC OF KENYA</b> .....	63
SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE. ....	65

## SECTION I: INVITATION TO TENDER; REQUEST FOR PROPOSAL (RFP)

**TENDER REF. NO:** NACC/RFP/001/2018-2019

**TENDER NAME:** PROCUREMENT OF A CONSULTANT TO DEVELOP HIV PREVENTION INTERVENTION CASCADES AND BUILD THE CAPACITY OF NATIONAL AND COUNTY FOCAL PEOPLE ON DEVELOPING HIV PREVENTION INTERVENTION CASCADES

1.1 The National AIDS Control Council (NACC) invites sealed tenders from eligible candidates for Request for Proposal (RFP) for Consultancy services to develop HIV Prevention Intervention cascades and build the capacity of National and County Focal people on Developing HIV Prevention Intervention Cascades

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Division, NACC Headquarters, Landmark Plaza situated on Agwings Kodhek Rd Opposite Nairobi Hospital during normal office working hours.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs.1, 000 payable in cash or bankers cheque to Chief Executive Officer, National AIDS Control Council or may download the tender document free of charge from NACC Website: [www.nacc.or.ke](http://www.nacc.or.ke).

1.4 Complete set (2No.) of tender documents are to be enclosed in plain sealed envelopes, clearly marked

“CONSULTANT TO DEVELOP HIV PREVENTION INTERVENTION CASCADES AND BUILD THE CAPACITY OF NATIONAL AND COUNTY FOCAL PEOPLE ON DEVELOPING HIV PREVENTION INTERVENTION CASCADES”

and deposited in the Tender Box situated at NACC Offices, 9th Floor Agwings Kodhek Rd Opposite Nairobi Hospital, Nairobi or to be addressed to;

The Chief Executive Officer

NATIONAL AIDS CONTROL COUNCIL

P.O. Box 61307 - 00200 Nairobi,

so as to be received on or before **October 02,2018 at 10.00 a.m**

1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at NACC Boardroom located at the address stated above.

Dr. Nduku Kilonzo

CHIEF EXECUTIVE OFFICER

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

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

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix.

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.

2.1.5 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, electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 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. 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.
- iii. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

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, and 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, (if required) 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 five (5) years.

- vi. If a firm, 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 IV). 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 or to the 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 paragraph 2.5.2) 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 Mandatory requirements:

1. Audited accounts for the past three (3) years ( for Firms)
2. Copy of Certificate of Incorporation/Registration ( For firms)
3. Copy of Pin/VAT Certificate
4. Valid Tax compliance certificate
5. The firm must have a physical address and administration office. Individual consultants should provide addresses too.
6. Correctly duly filled confidential questionnaire - indicate all the directors and respective shares
7. Correctly duly filled and signed form of tender
8. One (1) original copy of the tender document clearly marked original and 1 other copy marked copy all placed in one envelope
9. Correctly filed Anti-Corruption Declaration Forms
10. Correctly filled Self Declaration Form on Debarment
11. Bank Details Form
12. Client Reference Form.
13. Proof of registration with professional body with current practicing license
14. A duly authorized power of attorney

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

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.	
Total	100

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

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

## 2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical 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 (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{Fm}{F}$  where Sf is the financial score;

Fm is the lowest priced financial proposal

and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . 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 15% 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.

## **2.10 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 60 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

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

2.1.1 The method of selection is **Quality and Cost-Based Selection (QCBS)**.

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are **PROCUREMENT OF A CONSULTANT TO DEVELOP HIV PREVENTION INTERVENTION CASCADES AND BUILD THE CAPACITY OF NATIONAL AND COUNTY FOCAL PEOPLE ON DEVELOPING HIV PREVENTION INTERVENTION CASCADES**

Tender No. **NACC/RFP/001/2018-2019**

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:

The Chief Executive Officer  
**NATIONAL AIDS CONTROL COUNCIL**  
P.O. Box 61307 - 00200 Nairobi,  
Agwings Kodhek Rd Opposite Nairobi Hospital  
TEL: 020-2896000

2.1.4 The Client will provide the following inputs: **N/A**

(i) Additional information in the Technical Proposal: **Yes**

2.2 Clarifications may be requested up to 7 days before the submission date. The address for requesting clarifications is:

The Chief Executive Officer  
**NATIONAL AIDS CONTROL COUNCIL**  
P.O. Box 61307 - 00200 Nairobi,

2.3.3 (i) Participating firm/entity may associate with a local firm: **Yes**

2.3.1 Reports that are part of the assignment must be written in the following language: **English**

- 2.3.4 (i) Description of Work plan and Methodology Required: **Yes**  
(ii) Training is a specific component of this assignment: **Yes**  
(iii) Additional Information in the technical proposal includes: **N/A**

2.1.5 Contract price: **lump sum remuneration (no reimbursable expenses)**.

2.5.3 Consultants must submit one original and one additional copy of each proposal. (Technical and financial)

2.5.4 The proposal submission address is:

The Chief Executive Officer  
National AIDS Control Council  
P.O. Box 61307 - 00200 Nairobi,  
Agwings Kodhek Rd Opposite Nairobi Hospital  
TEL: 020-2896000

Information on the outer envelope should also include: **PROCUREMENT OF A CONSULTANT TO DEVELOP HIV PREVENTION INTERVENTION CASCADES AND BUILD THE CAPACITY OF NATIONAL AND COUNTY FOCAL PEOPLE ON DEVELOPING HIV PREVENTION INTERVENTION CASCADES**

Tender No. NACC/RFP/001/2018-2019

2.5.5 Proposals must be submitted no later than the following date and time: **October 02, 2018 at 10.00 A.M.**

2.3.1 Proposals should be submitted in the following language: **ENGLISH**

2.4.2 Taxes and duties: **Yes**

2.4.3 Consultants costs to be stated in Kenya Shillings: **Yes**

2.4.5 Proposals must remain valid **120 days** after the submission date, i.e., until the evaluation and awarding of contract is complete.

4.3 Consultants must submit **one original** and **one copy** of each proposal (technical and financial).

2.5.5 4.4 Proposals must be deposited in the tender box located at Agwings Kodhek Rd Opposite Nairobi Hospital, **9<sup>th</sup> Floor Reception Area**, at or before **October 02 2018 at 10.00 A.M.**

2.5.4 The address to send queries/additional information to the Client is:

The Chief Executive Officer  
National AIDS Control Council  
P.O. Box 61307 - 00200 Nairobi,  
Email; [Communication@nacc.or.ke](mailto:Communication@nacc.or.ke); [musign@nacc.or.ke](mailto:musign@nacc.or.ke), [nchoge@nacc.or.ke](mailto:nchoge@nacc.or.ke)

2.7.2 The points given to evaluation criteria are as indicated in the Information to consultants  
Information given must be supported by documentary proof. References must be accompanied by current addresses, telephone and email contacts.

The minimum technical score to pass is **70%**.

5.7 The common currency for price conversions is: **Kenyan Shilling** the formula for determining the financial scores is the following method shall apply:

$S_f = 100 \times F_m / F$ , in which

$S_f$  is the financial score,

$F_m$  is the lowest price and

$F$  the price of the proposal under consideration

5.8 The weights given to the technical and financial proposals are: **T = 0.8 and F = 0.2**

6.1 The address for negotiations is:

The Chief Executive Officer

National AIDS Control Council

P.O. Box 61307 - 00200 Nairobi,

7.2 The assignment is expected to commence in August **2018**.

8.1 Information on evaluation and award is confidential: **Yes**.

8.2 The client shall issue any addendum/ clarification in writing through emails provided by the consultants in their submitted tender documents.



## **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.

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 Four 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; \_\_\_\_\_

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**

Months (in the Form of a Bar Chart)

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: \_\_\_\_\_

## ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. 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

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)
i. Remuneration	
ii. Reimbursable	_____
iii. Miscellaneous Expenses	
Subtotal	

**4. BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____	
Names and Position	Input(Staff months, days or hours)	Remuneration Rate	Amount
i. Regular staff		_____	
ii. Consultants			
Grand Total			

## SECTION V: - TERMS OF REFERENCE

### CONSULTANT REQUEST FOR CONSULTANT TO DEVELOP HIV PREVENTION INTERVENTION CASCADES AND BUILD THE CAPACITY OF NATIONAL AND COUNTY FOCAL PEOPLE ON DEVELOPING HIV PREVENTION INTERVENTION CASCADES

#### **Background**

Kenya has the third largest HIV epidemic in Eastern and Southern Africa with an estimated 1.5 million people living with HIV and an estimated 56,051 annual new infections, with 46% new adult infections occurring in youth aged 15-24 years. There has been a 37% decline in new HIV infections among adults aged 15+ at national level from 88,622 in 2013 to 56,051 in 2016. Among children, new infections declined from 12,900 in 2013 to 6,100 in 2016, representing 53% decline in new HIV infections. New HIV infections among young people aged 15-24 years increased from 25,700 in 2013 to 35,776 in 2015. There has been a decline in new HIV infections among young people aged 15 - 24 years from 35,776 in 2015 to 26,051 in 2016 representing 27% reduction. Despite these gains, the HIV epidemic affects young women disproportionately, contributing to 21% and 31% of new adult infections in 2013 and 2015 respectively.

The high rates of new infections suggest that existing HIV prevention interventions are not being applied efficiently and appropriately tailored to populations and locations and to scale or that new modalities to deliver programming are required. Having a global target of 75% reduction in new infections by 2020 demands a review of the public health infrastructure to deliver HIV prevention interventions efficiently and effectively and to scale for maximum impact. This kind of review and level of program understanding can be facilitated through the development of prevention cascades around key HIV prevention interventions.

The development and availability of such HIV prevention intervention cascades would serve as critical tools to assist implementers in better understanding the structure of their program; understand the “weak points” in the cascade where program loss is occurring; understand where data is missing and needs to be collected to better inform the response; and also serve as an input into political advocacy efforts to mobilize resources in support of these improved data collection.

The National AIDS Control Council with support from Bill and Melinda Gates Foundation and in partnership with County Governments is looking for a consultant to develop cascades for HIV prevention to be used in Kenya to guide HIV prevention programming as outlined in the Global HIV Prevention 2020 Roadmap.

The consultant will be required to develop HIV prevention cascades tailored to three counties, representative of the heterogeneous sub-epidemics in Kenya. These are: Kisumu, Kilifi and Kiambu. The consultant will then be required to develop capacity for the development and use of HIV prevention cascades to improve HIV prevention outcomes in the remaining 44 counties in Kenya.

#### **Objectives of the consultancy**

The objectives of the consultancy are to:

- i. Map HIV prevention intervention in Kisumu, Kilifi and Kiambu to develop HIV prevention intervention cascades for the 3 counties.
- ii. Review the epi of the Counties to determine optimal prevention intervention.
- iii. Determine cascades that can be applied to accelerate implementation and monitoring of HIV prevention work.
- iv. Develop cascades, tools and procedures for application of the cascades.

### **Key activities**

In carrying out this consultancy, the consultant will work closely with the National HIV Prevention Working Group, County HIV and Health Teams and the NACC Technical Team. They may also gain support global level partners such as UNAIDS, WHO and BMGF, as necessary. The key activities that the consultant will undertake include the following:

#### **Development of HIV prevention cascades**

1. Map HIV prevention status in the Counties;
  - Carry out detailed epidemiological analysis and description of key HIV prevention indicators by population, age and geography in the three counties
  - Review data on HIV transmission and risk with regard to the diverse drivers of HIV across the county, by population, geography, social context, risk factors and vulnerability
  - Review service supply and demand side of delivery and programming infrastructure, commodity quantification and forecasting, community engagement, delivery packages and platforms, and cross-sector working opportunities
2. Develop HIV prevention cascades for implementation in the Counties;
  - Develop HIV prevention cascades proposals and options
  - Present the proposed options of prevention cascades to a working/technical experts group for review and adoption
  - Develop all necessary tools and detailed implementation procedures for the HIV prevention cascades
  - Develop a comprehensive sensitization/training approach/tools for technical teams on implementation
  - Review and finalize the HIV prevention cascades for implementation and finalized Roadmap for delivery of Technical Assistance
3. Engage respective County technical teams on the proposed HIV prevention cascades;
  - Sensitize NACC RHCs, County and sub-County HIV coordinators on the cascades
  - Sensitize County technical teams and County HIV Committees on the cascades and the utilization of proposed/adopted/accepted cascades

#### **Deliverables**

- i. The required deliverables for the consultancy are as follows:
- ii. County specific HIV prevention status reports acceptable to the NACC
- iii. Proposed and finalized HIV Prevention cascades for the three counties
- iv. A manual of tools, procedures for the implementation and monitoring of the prevention cascades for the 3 Counties
- v. Training/sensitization tool for technical implementers on the delivery
- vi. Roadmap with a Gantt chart for implementation of the cascades in the Counties

### Duration of assignment

This consultancy is anticipated to take 31 working days, commencing **October 2018.**

The indicative timeframe for each of the key activities is set out below:

Activity	Output	# Days
<b>Map HIV prevention status in the Counties</b>	3 County specific HIV prevention status Reports acceptable to the NACC	
i. Carry out detailed epidemiological analysis and description of key HIV prevention indicators by population, age and geography in the three counties		2
ii. Review data on HIV transmission and risk with regard to the diverse drivers of HIV across the county, by population, geography, social context, risk factors and vulnerability		1
iii. Review service supply and demand side of delivery and programming infrastructure, commodity quantification and forecasting, community engagement, delivery packages and platforms, and cross-sector working opportunities		2
<b>iv. Develop HIV prevention cascades for implementation in the Counties</b>	Proposed and finalized HIV Prevention cascades for the three counties  A manual of tools, procedures for the implementation and monitoring of the prevention cascades for the 3 Counties	
v. Develop HIV prevention cascades proposals and options		4
vi. Present the proposed options of prevention cascades to a working/technical experts group for review and adoption & National HIV Prevention Working Group and NAC		2
vii. Develop tools and detailed implementation procedures for the HIV prevention cascades		7
viii. Develop a comprehensive training approach for technical teams on implementation		1
ix. Review and finalize the HIV prevention cascades for implementation and finalized Roadmap for delivery of TA		3
<b>x. Engage respective County technical teams on the proposed HIV prevention</b>		Training/ sensitization tool for technical implementers on the delivery
xi. Sensitize NACC RHCs, County and sub-County HIV coordinators on the cascades	5	
xii. Sensitize County technical teams and County HIV Committees on the cascades and the utilization of proposed/adopted/accepted cascades		
iii. Drafting Implementation roadmap acceptable to the NACC	Roadmap with a Gannt chart for implementation of the cascades in the Counties	4

TOTAL DAYS		31
------------	--	----

### Consultant Qualifications

- The consultant is required to have the following competencies and experiences to undertake this role.
- At least a Master’s degree in Public Health or related field with comprehensive knowledge of HIV and AIDS, and specifically HIV prevention in Kenya
- Proven track record of delivering HIV prevention programs in Kenya
- Expertise in structural and behavioural aspects on HIV prevention programming and innovative HIV prevention approaches and technologies
- Proven ability in analysis and synthesis of HIV-related data, including epidemiological, financial, and programmatic components, including experience in programme evaluation, strategic and/or operational planning, and health & community systems
- Excellent communication skills with ability to express ideas clearly, logically and effectively
- Excellent writing and analytical skills
- Ability to meet tight deadlines
- Excellent oral and written command of the English language
- Strong computer literacy and ability to use Word Processing and office technology equipment
- Provide evidence of previous work in HIV prevention in Kenya

## SECTION VI: STANDARD FORMS OF CONTRACT

- i. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- ii. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- iii. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

### NOTES

- 1) LARGE ASSIGNMENT \_\_\_\_ Exceeding Kshs 5,000,000
- 2) SMALL ASSIGNMENT \_\_\_\_ Not exceeding Kshs. 5,000,000
- 3) TIME BASED PAYMENT \_\_\_ Time based fixed fee Exact duration of contract not fixed
- 4) LUMP-SUM PAYMENT \_\_\_\_ Stated fixed contract sum.



ANNEX I  
REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

Large Assignments (Lump-Sum payment)

CONTENTS

Special notes

Contract for Consultant's Services

Form of Contract

I General Conditions of Contract

1. General Provisions

- 1.1 Definitions
- 1.2 Law Governing the Contract
- 1.3 Language
- 1.4 Notices
- 1.5 Location
- 1.6 Authorized Representatives
- 1.7 Taxes and Duties

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract
- 2.2 Commencement of Services
- 2.3 Expiration of Contract
- 2.4 Modification
- 2.5 Force Majeure
  - 2.5.1 Definition
  - 2.5.2 No Breach of Contract
  - 2.5.3 Extension of Time
  - 2.5.4 Payments

2.6 Termination

- 2.6.1 By the Client
- 2.6.2 By the Consultant
- 2.6.3 Payment upon Termination

3. Obligations of the Consultant

- 3.1 General
- 3.2 Conflict of Interests
  - 3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc
  - 3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project
  - 3.2.3 Prohibition of Conflicting Activities
- 3.3 Confidentiality.....

- 3.4 Insurance to be Taken Out by the Consultant...
- 3.5 Consultant's Actions Requiring Client's Prior Approval
- 3.6 Reporting Obligations
- 3.7 Documents Prepared by the Consultant to Be the Property of the Client
- 4 Consultant's Personnel
  - 4.1 Description of Personnel
  - 4.2 Removal and/or Replacement of Personnel
- 5 Obligations of the Client
  - 5.1 Assistance and Exemptions
  - 5.2 Change in the Applicable Law
  - 5.3 Services and Facilities
- 6 Payments to the Consultant
  - 6.1 Lump-Sum Remuneration
  - 6.2 Contract Price
  - 6.3 Payment for Additional Services
  - 6.4 Terms and Conditions of Payment
  - 6.5 Interest on Delayed Payments
- 7 Settlement of Disputes
  - 7.1 Amicable Settlement
  - 7.2 Dispute Settlement
- III Special Conditions of Contract

#### Appendices

- Appendix A - Description of the Services
- Appendix B - Reporting Requirements
- Appendix C - Key Personnel and Sub consultants
- Appendix D - Breakdown of Contract Price in Foreign Currency
- Appendix E - Breakdown of Contract Price in Local Currency
- Appendix F - Services and Facilities Provided by the Client

(ii)

#### Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

**CONTRACT FOR CONSULTANT'S SERVICES**  
**Large Assignments (Lump-Sum Payments)**

Between

\_\_\_\_\_  
[name of the Client]

AND

\_\_\_\_\_  
[name of the Consultant]

Dated: \_\_\_\_\_[date]

**FORM OF CONTRACT**

**Large Assignments (Lump-Sum Payments)**

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_)day of the month of \_\_\_\_\_[month], [year], between \_\_\_\_\_, [name of client] of [or whose registered office is situated at ]\_\_\_\_\_ [location of office] (hereinafter called the "Client") of the one part AND

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office](hereinafter called the "Consultant") of the other part.

**WHEREAS**

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;

(c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in

Foreign Currency

Appendix E: Breakdown of Contract Price in Local

Currency

Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ [*name of client*]

[*full name of Client's authorised representative*] \_\_\_\_\_

[*title*] \_\_\_\_\_

[*signature*] \_\_\_\_\_

[*date*] \_\_\_\_\_

For and on behalf of \_\_\_\_\_ [*name of consultant*]

[*full name of Consultant's authorized representative*] \_\_\_\_\_

[*title*] \_\_\_\_\_

[*signature*] \_\_\_\_\_

[*date*] \_\_\_\_\_

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- c. "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- d. "Foreign Currency" means any currency other than the Kenya Shilling;
- e. "GC" means these General Conditions of Contract;
- f. "Government" means the Government of the Republic of Kenya;
- g. "Local Currency" means the Kenya Shilling;
- h. "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- i. "Party" means the Client or the Consultant, as the case may be and
- j. "Parties" means both of them;
- k. "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- l. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- m. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- n. "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing the Contract**

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

**1.3 Language**

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

**1.6 Authorized** Any action required or permitted to be taken and any document **Repres** required or permitted to be executed under this Contract by the Client or the **entativ** Consultant may be taken or executed by the officials specified in the SC.  
es

**1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

**2.2 Commencement** The Consultant shall begin carrying out the Services of **Services** thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

### **2.4 Modification**

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

### **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the Client**

The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- a. if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Consultant becomes insolvent or bankrupt;
- c. if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;



“**corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“**fraudulent practice**” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive the Client of the benefits of free and open competition.

(e) if the Client in his sole discretion decides to terminate this Contract.

### **2.6.2 By the Consultant**

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination Upon**

Termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants or third parties.

## 1.2 Conflict of Interests

### 3.2.1 Consultant Not to Benefit from Commissions, Discounts Etc

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

### 3.2.2 Consultant and Affiliates Not to be Otherwise interested in the Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, 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.

### 3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- b) After the termination of this Contract, such other activities as may be specified in the SC.

## 3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Insurance to be taken out by Consultant**

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultant's Actions Requiring Client's Prior Approval**

Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- a) entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

### **3.6 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents prepared by the Consultant to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

## **4. CONSULTANT'S PERSONNEL**

### **4.1 Description the of Personnel**

Titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

### **4.2 Removal and/or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

### **5.2 Change in the Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Client shall make available to the Consultant the Services and Facilities listed under Appendix

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

- a) The price payable in foreign currency is set forth in the SC.
- b) The price payable in local currency is set forth in the SC.

### **6.3 Payment for Additional Services**

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

#### **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

#### **6.5 Interest on Delayed Payment**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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 .

### **7. SETTLEMENT OF DISPUTES**

**7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the General Conditions of Contract Clause

1. 1(i) The Member in Charge is \_\_\_\_\_ [name of Member]

1.4 The addresses are:

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telex; \_\_\_\_\_ Facsimile:

\_\_\_\_\_

Consultant: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone; \_\_\_\_\_

Telex: \_\_\_\_\_

Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

2.1 The date on which this Contract shall come into effect is(\_\_\_\_\_) [date].

*Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

2.2 The date for the commencement of Services is \_\_\_\_\_ [date]

2.3 The period shall be \_\_\_\_\_ [length of time].

*Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.*

3.4 The risks and coverage shall be:

- (i) Professional Liability \_\_\_\_\_
- (ii) Loss of or damage to equipment and property \_\_\_\_\_

6.2(a) The amount in foreign currency or currencies is \_\_\_\_\_ [Insert amount].

6.2(b) The amount in local Currency is \_\_\_\_\_ [Insert amount]

6.4 Payments shall be made according to the following schedule:

*Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

## Appendices

### APPENDIX A – DESCRIPTION OF THE SERVICES

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### APPENDIX B – REPORTING REQUIREMENTS

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

*C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

### APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT



ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS AND Small Assignments

Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SEVICES 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] offor 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**

A. Coordinator

**Administration**

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

- (ii) 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**

Any studies, reports or other material, graphic, software

**Material**

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**

The Consultant agrees that during the term of this

**to be Engaged**

Contract and after its termination, the Consultant and

**in Certain**

any entity affiliated with the Consultant shall be

**Activities**

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

**12. Dispute** Any dispute arising out of this Contract which cannot be  
**Resolution** 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 reporting Obligation

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

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursable

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS  
LUMP-SUM 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 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, acceptable to the Client; and

Kshs \_\_\_\_\_ upon the Client's receipt of the final report, 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 3.

- |  |  |
|--|--|
| <b>5. Performance Standards</b>                              | 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.  |
| <b>6. Confidentiality</b>                                    | 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.   |
| <b>7. Ownership of Material</b>                              | 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.  |
| <b>8. Consultant Not to be Engaged in certain Activities</b> | 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. |
| <b>9. Insurance</b>  | The Consultant will be responsible for taking out any appropriate insurance coverage.  |
| <b>10. Assignment</b>  | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.  |
| <b>11. Law Governing Contract and Language</b>               | The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.  |
| <b>12. Dispute</b>   | Any dispute arising out of the Contract which cannot be  |

**Resolution**

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

**FORMS**  
**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

-----  
-----

To: \_\_\_\_\_

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM OF TENDER – MANDATORY (TO BE ENCLOSED IN FINANCIAL ENVELOP)**

Date \_\_\_\_\_

To: \_\_\_\_\_

[name and address of procuring entity]

Gentlemen and/or Ladies:

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. 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.

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).

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.

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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_ [signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

***CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM – MANDATORY***

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.....			

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.....			

Date.....Seal/Signature of Candidate .....

**FORM RB 1 : PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD  
REPUBLIC OF KENYA**

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. etc.

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

- 1.
2. etc

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

**SELF DECLARATION FORMS (r 62) MANDATORY**  
**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- MANDATORY  
 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- MANDATORY**

*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) :.....*