



NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL FOR PROCUREMENT OF CONSULTANTS;
CONSULTANCY TO CARRY QUALITY ASSURANCE AND
IMPROVEMENT PROGRAMME

NACC/RFP No. /009/2018-2019

FEBRUARY 19, 2019

CLOSING DATE MARCH 6, 2019 AT 10.00 AM

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SECTION I- LETTER OF INVITATION

Date: 19th February, 2019

1.1 The National AIDS Control Council invites proposals from interested consultants for
Consultancy to Carry Quality Assurance and Improvement Programme
Tender no. NACC/RFP No. / 009/ 2018-2019

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

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

1.3 Interested eligible candidates may obtain further information from Council's Authority's website, www.nacc.or.ke, or www.tenders.go.ke inspect the tender documents at the **Procurement Office**, Landmark Plaza 8th Floor during normal office working hours.

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **120 days** from the closing date of the tender.

1.2 1.5 Completed proposal documents are to be enclosed in plain sealed envelopes marked with proposal reference number and description and deposited in the Tender Box "**Tender Consultancy to Carry Quality Assurance and Improvement Programme Tender no. NACC/RFP No. / 009/ 2018-2019**

" with the instructions "**Do Not Open Before 6th March 2019 at 10.00am**" and addressed to:

**The Chief Executive Officer,
National AIDS Control Council
P.O.BOX 61307-00200
NAIROBI, KENYA
Landmark Plaza 9th Floor,
Opposite The Nairobi Hospital**

Must be deposited in the tender box provided at **National AIDS Control Council P.O.BOX 61307-00200 NAIROBI, KENYA** Located at **Landmark Plaza 8th** to be received on or before **6th March 2019 at 10.00am**

Late tenders will be rejected no matter the circumstances.

**CHIEF EXECUTIVE OFFICER
NATIONAL AIDS CONTROL COUNCIL**

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

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

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

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

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

2.1.5 Please note that:

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

2.1.6 The Procuring Entity’s employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall not exceed Kshs.1, 000/=.

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

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The

Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultant's proposal shall be written in the **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 to the following:

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

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

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

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

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

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

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

- (ii) Any comments or suggestions on the **Terms of Reference**, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
- (vi) Estimates of the total staff input (**professional and support staff staff-time**) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The **Technical Proposal** shall not include any **financial information**.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the **Financial Proposal**, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The **Financial Proposal** should follow **Standard Forms (Section 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 ITC specifies otherwise.

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

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

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

2.4.6 After successful execution and completion of the assignment by the successful bidder, the client will then be desirous of computerizing the Performance Management System using the Balanced Score Card. The client **may** invite and negotiate with the same successful bidder to guide the computerization process at the rates quoted in this tender to ensure consistency of quality in execution.

2.5 Submission, Receipt, and Opening of Proposals

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

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

2.5.3 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 “**FINANCIALPROPOSAL**” and warning: “**DO NOT OPENWITH 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 should be clearly marked, “**DONOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference. 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 (**70%**) 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:-

$$Sf = 100 \times FM/F$$

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 from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (**12 months**).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.9 Price variation requests shall be processed by the Procuring Entity within **30 days** of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “**address to send information to the Client**” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the **Technical Proposal**, the proposed methodology (**and work plan**), staffing and any suggestions made by the firm to improve the **Terms of Reference**. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “**Description of Services**” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (**no breakdown of fees**).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If

negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.10 Award of Contract

2.10.1 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 ITC.

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

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

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

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

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

2.11 Confidentiality

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

2.12 Corrupt or Fraudulent Practices

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

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

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

Appendix to Information to Consultants (ITC)

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

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

The method of selection is **Quality and Cost Based Selection Method** Under this method the Technical and Financial proposals are submitted simultaneously in separate sealed envelopes (two-envelope system). Evaluation of proposals is carried out in two stages: (1) quality and (2) cost. The Financial proposals remain sealed until “minimum” qualifying mark of the technical proposal is established (70 % in this case).

Technical proposals will be opened first and evaluated. Those securing less than the minimum are rejected, and the financial envelopes of the rest are opened in public. Once the financial proposals are evaluated, a combined evaluation of the technical and financial proposals is carried out by weighing and adding the quality and the cost scores, and the consultant obtaining the highest combined score, is invited for negotiations.

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

The name, objectives and description of the assignment are as per the **Terms of Reference**

2.1.3 The Client will provide the following inputs:

Any documents and data that the Consultant may request for the policy documents, the Authority’s working documents, reports, data sheets etc.

2.3.3 The Lead Consultant:

The qualifications of the lead consultant shall be as specified in the technical evaluation criteria.

2.3.4 The Other Consultants:

The qualifications of the other consultants shall be as specified in the technical evaluation criteria.

NOTE: Certified copies of CVs, academic & professional qualifications MUST be attached.

2.5.2 Bidders must submit **an original** and **one** copy of each proposal.

The proposal submission address is: **_**

**The Chief Executive Officer,
National AIDS Control Council
P.O.BOX 61307-00200
NAIROBI, KENYA
Landmark Plaza 9th Floor,
Opposite The Nairobi Hospital**

Information on the outer envelope should also include: - **Tender No. And the Consultancy to be undertaken. i.e Consultancy to Carry Quality Assurance and Improvement Programme Tender no. NACC/RFP No. /009/2018-2019**

Proposals must be submitted not later than the following date and time: **6th March 2019 at 10.00 am.**

2.7 Evaluation Criteria

The Proposals eligibility to bid shall be confirmed based on the following qualifications as stated in the advertisement.

Mandatory requirements in the Evaluation Criteria

- 1) Submit copies of statutory documents;
 - i. Certificate of Firm registration
 - ii. Valid Certificate of Tax Compliance
 - iii. Current trading license
 - iv. VAT /PIN Certificate
- a) Duly filled confidential business questionnaire.
- b) Pagination of All Pages of the Tender Documents

Technical Evaluation Criteria

	CRITERIA	POINTS
I	Firms Experience: - Proof of experience of having carried out 3 relevant assignments in public sector in the last 10 years. (Attach documentary evidence - LSO/LPO/ Contracts and corresponding recommendation letters) i) 1 assignment in past 2 years (5 Marks) ii) 2 assignments in past 10 years (5Marks each)	15
II	Adequacy of the Proposed Methodology and Work Plan in responding to the Terms of Reference :-	
a.	Technical Approach and Methodology:- 1. Coverage of the scope of works (5 Marks) 2. Adequacy of methodology to deliver on the desired outcomes and fulfill the main objective. (15 Marks) 3. Understanding of the TORs based on the comments on the TORs (5 Marks) 4. Adequacy of the workplan (5 Marks)	30
III	Key professional staff qualifications and competence for the assignment:	

a.	Team Leader i. Years of relevant experience >3-5 (3 Marks) >5-10 (6 Marks) >Above 10 (9 Marks) ii. Level of Education >Post graduate degree in Social Science, (10 Marks) >Bachelor's degree in or Social Sciences (5 Marks) >other professional courses (6 Marks)	25
b.	Consultants (Three team members- each scores max 10 marks.) I. Years of relevant experience >2-5 (2 Marks) >5-10 (3 Marks) >Above 10 (4 Marks) ii. Level of Education > Post graduate studies in any Social Science (3 Marks) >Bachelor's degree in any social science (1 Marks) >Membership/ other professional courses undertaken (2 Marks)	30
	Total	100

Total Points –Technical Scores 100

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

Alternative formulae for determining the financial scores is the following:

N/A

The weights given to the Technical and the financial proposals are

Technical 80%

Financial 20%

The assignment is expected to commence within Four (1) week after signing of the Contract

2.13.7 Taxes:

The Client will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The **Financial Proposal** should therefore include any taxes payable in Kenya.

2.13.8 Consultants shall express the price of their services in **KENYA SHILLINGS (KSHS)**.

2.14 The proposal validity period shall be **120 days** from the date of opening of the tender.

2.15 Consultants must submit an **ORIGINAL** and **1 copy** of each proposal.

2.17.1 The proposal submission address is:

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

Information on the outer envelope should also include: **Consultancy to Carry Quality Assurance and Improvement Programme Tender no. NACC/RFP No. / 009/ 2018-2019**

2.17.2 The **Original** and all **Copy** of the **Technical Proposal** shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, and the **Original** and all **Copies** of the **Financial Proposal** in a sealed envelope duly marked “**FINANCIAL PROPOSAL**”. Both envelopes shall be placed in an outer envelope and sealed.

2.18 The minimum technical score required to pass is: **70%**

2.19 Alternative formulae for determining the financial scores is the following: The

weights given to the **Technical (T)** and **Financial (F) Proposals** are:

$$T = 0.80$$

$$F = 0.20$$

2.20 The assignment is expected to commence on: **within Four (1) week after signing of the Contract**

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.
- 3.4 The Technical Proposal shall contain the following:-
 - a. Submission letter
 - b. Particulars of the consultant firm or consultant including Curriculum vitae (CV)
 - c. Description of the methodology and work plan for performing the assignment
 - d. Any proposed staff to assist in the assignment
 - e. Consultancy services activities times' schedule
 - f. Valid Tax Compliance Certificate
 - g. Duly Completed Confidential business Questionnaire

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I. TECHNICAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: CEO
National AIDS Control Council

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Consultancy to Carry Quality Assurance and Improvement Programme Tender no. NACC/RFP No. / 009/ 2018-2019** 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.

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 and Stamp:]*

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five (5) 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:		Client's contact person for the Assignment (give name, telephone and email address):
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 experience
		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 of Signatory _____

Title _____

Signature: _____

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

Responses/Comments should be given in the same order as contained under Section V (**Terms of Reference**), using the same sub-headings and numbering:

- 5.1 **Background Information**
- 5.2 **Objectives of the Assignment**
- 5.3 **Scope of the Services**
 - 5.3.1 **Coverage**
 - 5.3.2 **Required Services**
 - 5.3.3 **Required Skills**
- 5.4 **Proposed Methodology**
- 5.5 **Reports and Time Schedules**
- 5.6 **Data Services, Personnel and Facilities to be provided by the Client**
- 5.7 **Duration of the Project**
- 5.8 **Terms of Payment**

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

I. Technical/Managerial Staff

S/No.	Name	Position	Task
1.			
2.			
3.			
4.			
5.			

2. Support Staff

S/No.	Name	Position	Task
1.			
2.			
3.			
4.			
5.			

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 (by proposed staff member:

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

_____ Date: _____
[Signature of staff member]

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

of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/	Months (in the Form of a Bar Chart)			Number of
			1	2	3	

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address _____

8. ACTIVITY (WORK) SCHEDULE

(a) Field Investigation and Study Items

S/No.	Activity (Work)	1st, 2nd, etc, are months from the start of		
		1 st	2 nd	3 rd
1.				
2.				
3.				
4.				
5.				
6.				
7.				

(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 so as to be clearly understood by the procuring entity.
- 4.2 The Financial Proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal. The **Financial Proposal** should be prepared using the **Standard Forms** provided in this part.
- 4.3 The Financial Proposal should be prepared following the **Standard Forms** provided in this part (Section IV)

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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FINANCIAL PROPOSAL SUBMISSION FORM

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Development, Training and Implementation of Performance Management System Using the Balanced Scorecard** in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of

(_____

_____)

[Amount in words], [Kshs. _____] [Amount in figures] inclusive of the taxes.

Yours
sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

I. SUMMARY OF COSTS

Costs	Currency (Kshs.)	Amount(s) - KShs.
Subtotal		
Taxes		
Total Amount of Financial Proposal		

2. BREAKDOWN OF PRICE (KSHS) PER ACTIVITY

Activity No.	Activity Description	Remuneration	Reimbursable	Price Component
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

3. BREAKDOWN OF REMUNERATION PER ACTIVITY

(Bidders to cost activities as outlined in the Terms of Reference (TORs))

Activity No. _____				
Activity Name: _____				
Names of Regular Staff	Position	Input (Staff months, days or hours as appropriate)	Remuneration Rate	Amount
(i)				
(ii)				
iii)				
iv)				
v)				
Names of Consultants				
(i)				
(ii)				
iii)				
iv)				
Grand Total				

4. REIMBURSABLES PER ACTIVITY

Activity No: _____

Activity Name: _____

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

5. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR INTERNAL AUDIT EXTERNAL QUALITY ASSESSMENT

Background

The National AIDS Control Council (NACC) was established under Section 3 of the State Corporations Act Cap 446 through the National AIDS Control Council Order, 1999 published vide Legal Notice No. 170 of 1999. NACC is a non-commercial organization whose mission is to: *“Provide policy and a Strategic framework for mobilizing and coordinating resources for the prevention of HIV transmission and provision of care and support to the infected and affected people in Kenya”*.

Since NACC is a National Coordinating Authority, it has some mandates that include-

- a. Provision of policy and a strategic framework
- b. Mobilization and coordination of resources
- c. Prevention of HIV transmission
- d. Care and support for those infected and affected by HIV and AIDS

The KASF 2014/2015 – 2018/2019 is the document that guides the country’s response to HIV at both the national and county levels. KASF defines the results to be achieved in the next five years and offers broad strategic guidelines to counties on the coordination and implementation of the HIV response. This Plan therefore is the operational guide for achieving the key objectives of KASF which are;

Reduce new HIV infections by 75%

Reduce AIDS related mortality by 25%

Reduce HIV related stigma and discrimination by 50%, and,

Increase domestic financing of HIV response to 50%.

Need for an Internal Audit External Quality Assessment

1.1 Consultancy objective

The overall objective of the External Assessment will be to appraise and express an opinion about NACC Internal Audit’s conformance with the IIA Standards, the Definition of Internal Auditing, and the Code of Ethics and give recommendations for continuous improvement as appropriate.

Specifically, the External Assessment shall facilitate:

- i. Provision of full objectivity and confirmation that NACC Internal Audit activities are conducted in accordance with the International Standards for the Professional Practice of Internal Auditing.
- ii. Provision of evidence to the Department’s stakeholders that assurance services on NACC’s internal controls; governance and risk management processes are being conducted effectively and efficiently.
- iii. Building of stakeholders’ confidence by documenting the Internal Audit activity’s commitment to quality and best practices.

1.2 Consultancy scope

The External Assessor shall be responsible for:

- i. Assess and make appropriate recommendations on how Internal Audit can promote ethics and values within the Authority.
- ii. Review the implementation of acceptable standards and the provision of consulting services by the internal audit function.
- iii. Review and where possible recommend improvements to the internal audit charter, audit plans and procedures.
- iv. Assess the efficiency and effectiveness for the internal audit activity in the board.
- v. Assess internal audit's current needs exposures/risks to performing at less than an effective level, vis a vis the future direction and goals of the Board.
- vi. Benchmark internal audit activities against published best practice and best performing peers in the areas of right staffing, compensation, mix of knowledge, experience and disciplines within the staff compliment.
- vii. Identify opportunities and offer ideas and counsel to the head of internal audit and staff for improving their effectiveness and performance.
- viii. Make recommendations and assist in the implementation of selected and acceptable "successful practices" in the internal audit activity of the Board.
- ix. Determine whether the internal audit function is fulfilling the mandate of its charter.
- x. Review compliance with applicable legislation and any other expected requirements.
- xi. Review internal audits interaction with other members of the governance process and their involvement in the Enterprise Wide Risk assessment process, the building of the audit universe and preparation of the internal audit schedule.
- xii. This would include assessing annual and long range audit plans to see whether audit areas represent current and future business plans, strategy, exposures and operations.

1.3 Engagement Expectations

The consultant:

- i. Will provide an Independent External Quality Assessment Report in line with the scope and in compliance with the relevant IIA standards on performance of External Quality Assessment, including:
 - a) An outline of methodology used to conduct the external quality assessment.
 - b) A report containing sufficient relevant, reliable and useful evidence relating to the findings of external quality assessment.
 - c) A report on the status of the NACC internal Audit function's compliance with relevant requirements; and
 - d) A comprehensive report with technical details on any recommendations for improvement to correct any weaknesses/gaps or for alignment with international best audit practices.
- ii. Will report to the Head of Internal Audit
- iii. Will be expected to make recommendations and provide results of the assessment to senior management, the CEO and the Board
- iv. Will be expected to work with Head of Audit who will be responsible for carrying out tasks in accordance with the project work plan
- v. Will be provided on-site office accommodation and generally expected to be available during the regular business hours.

SECTION VI: STANDARD FORMS

Notes on the sample Forms

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

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 Email

Nature of Business

Registration Certificate No.....

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

Name of your bankers

Branch.....

Partnership

Names and Details of Partners:

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

Limited Companies

Names and Details of Directors:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Share Capital: Authorized - Kshs. _____

Issued and Paid: Kshs. _____

Financial Capability

1. Name of Banker _____
Address _____ Telephone: _____
2. Financial Information
 - i. Total Assets _____
 - ii. Current Assets _____
 - iii. Total liabilities _____
 - iv. Current liabilities _____
3. Attach Audited Accounts for the last 2 years
4. Terms of Payment (maximum credit period) _____

Contact Person (s)

Name	Designation
1. _____	_____
2. _____	_____
3. _____	_____

Copies to be attached the following documents when returning this questionnaire:

- a) Certificate of Registration/Incorporation,
- b) VAT Registration
- c) Current Business Permit/Practice License
- d) Tax Compliance Certificate

DECLARATION:-

I/We have completed this form(s) accurately at the time of reply and it is agreed that all responses can be substantiated, if requested to do so. Any inaccuracy in the information filled herein will be used as grounds for removal from or termination of the qualification process.

NAME _____ DESIGNATION _____

SIGNATURE _____

DATE AND STAMP _____

**FORM SD1: SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,of P. O. Box being a resident of
..... in the Republic of ----- do hereby make a statement as
follows:-

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

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

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

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

Bidder Official Stamp

FORM SD2: SELF DECLARATION FORMS (r 62): 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

TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

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

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between..... [name of Procurement entity] of [Country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and [name of tenderer] of [city and country of tenderer] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [Contract price in words and figures] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) the Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[Name of Procuring Entity]
Name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

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.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary

TENDER-SECURING DECLARATION FORM- MANDATORY FOR AGPO FIRMS

(r.22)

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

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

To: Name of Procuring Entity-----

We, the undersigned, declare that:

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

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

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

Dated: -----]