



NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL FOR SELECTION OF
CONSULTANT FOR CHIEF RAPPORTEUR SERVICES
DURING MAISHA CONFERENCE 2019

NACC/RFP No. /011/2018-2019

MARCH 27, 2018

CLOSING DATE APRIL 09, 2019 AT 10.00 AM

TABLE OF CONTENTS

	Page
Contents	
INTRODUCTION	3
SECTION II - LETTER OF INVITATION.....	4
SECTION III - INFORMATION TO CONSULTANTS	5
Table of Contents	5
Page.....	5
SECTION IV: INFORMATION TO CONSULTANTS	6
Introduction	6
Clarification and amendment to the RFP documents	6
Preparation of proposals.....	7
2.4 Financial proposal	8
2.5 Submission, Receipt and opening of proposals.....	8
2.6 Evaluation of the Proposal (General)	9
2.7 Evaluation of Technical Proposals.....	10
2.8 Opening and Evaluation of Financial Proposals	11
2.9 Negotiations	13
Appendix to Instructions to Tenderers	15
SECTION V: TERMS OF REFERENCE (TOR).....	16
SECTION VII: FINANCIAL PROPOSAL (FP)	20
SECTION VIII - STANDARD CONTRACT FORM.....	21
SECTION IX - STANDARD CONTRACT FORM.....	22
SECTION X - SPECIAL CONDITIONS OF CONTRACT	26
SECTION XII: STANDARD FORMS.....	27
12.1 FORM OF TENDER	28
12.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	29
Self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.....	30
Self-Declaration That The Person/Tenderer Will Not Engage In Any Corrupt Or Fraudulent Practice.....	31
12.5 BANK DETAILS FORM- MANDATORY.....	32
12.6 TENDER SECURITY FORM.....	33
12.7 CONTRACT FORM.....	34
12.8 PERFORMANCE SECURITY FORM	35
12.9 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	36
12.10 LETTER OF NOTIFICATION OF AWARD.....	37
12.11 FORM RB 1.....	38

INTRODUCTION

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

SECTION II - LETTER OF INVITATION

Dear Sir/Madam,

Date March 27, 2019

Tender REF No. NACC/RFP No. / 011/ 2018-2019

Tender name: CONSULTANCY FOR SELECTION OF CHIEF RAPPOTEUR FOR MAISHA CONFERENCE 2019.

The **National AIDS Control Council** invites sealed tenders from eligible candidates for the consultancy services to offer **Consultancy services for Chief Rapporteur for Maisha 2019 Conference.**

Interested eligible candidates may obtain further information from and inspect the tender documents at Landmark Plaza, Opposite Nairobi Hospital on 8th floor at the office of **Procurement Division.**

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

Chief Executive
National AIDS Control Council

SECTION III - INFORMATION TO CONSULTANTS

Table of Contents

	Page
2.1 Introduction.....	6
2.2 Clarification and amendments to the RFP documents.....	7
2.3 Preparation of proposals.....	7
2.4 Financial proposal.....	8
2.5 Submission receipt and opening of proposals	9
2.6 Evaluation of proposals (General).....	10
2.7 Evaluation of Technical proposals.....	10
2.8 Opening and evaluation of Financial proposals.....	11
2.9 Negotiations.....	12
2.10 Award of Contract.....	13
2.11 Confidentiality.....	13

SECTION IV: INFORMATION TO CONSULTANTS

Introduction

- 2.1.1 The (NACC) will select an individual consultant among those submitting the proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Three (3) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation

of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.

- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

Preparation of proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:
 - (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;
 - (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.

- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
 - (c) A description of the methodology and work plan for performing the proposed assignment.
 - (d) Any additional information requested in the special conditions of contract.
- 2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Financial proposal

- 2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.
- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.
- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 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 duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer

envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before (April 9, 2019 at 10.00 am

- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.
- 2.5.6 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
- 2.5.7 Tenders must be received by the Procuring entity at the address specified under paragraph 2.5.4 no later than (April 9, 2019 at 10.00am),”,”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

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.
- 2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals as per the deliverables below, the terms of reference and experience as follows:

- (i) Participate in the identification and selection of appropriate rapporteurs for various sessions.
- (ii) Prepare a summary reporting template for the session rapporteurs.
- (iii) Coordinate the daily activities of session rapporteurs including assigning them sessions to attend, briefing sessions, ensuring that day-to-day proceedings are captured, compiled and edited as well as coordinating briefing and debriefing sessions of session rapporteurs at the beginning and end of each day.
- (iv) Work in close consultation with the Chair, Planning and Implementation Team/Secretariat to ensure that all session reports/briefs are circulated as required at the end of each day.
- (v) Ensures that key findings and summary of recommendations are integrated in the final report, and further verify accuracy of all information captured.
- (vi) Prepare a summary of key conference highlights and recommendations for presentation as appropriate during plenary and panel sessions to guide discussions.
- (vii) Prepare an Outline of Draft and Final Report of Conference Report for approval by NACC.
- (viii) Prepare a Draft and Final Report of Conference report of key finding and recommendations organized appropriately in line with the key thematic areas for approval by NACC

Specific experience of the individual consultant as related to the assignment (30 marks)

Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (30 Points)

The firm shall give details on the approach and methodology to ensure development of web portal. A clear work plan should be provided. Bidders must demonstrate a clear understanding of NACC's operations, the TORs of the assignment and clearly indicate how the objectives will be achieved.

Qualifications and competence of the key staff for the assignment (40 points.

- i. A researcher with at least Master's degree qualification in the field of public health, health planning/economics, health system strengthening, epidemiology or closely related fields from a recognized institution of higher learning.
 - ii. Strong computer and report writing skills, especially with regards to capturing conference proceedings.
 - iii. Strong interpersonal, analytical and leadership skills especially in leading teams with membership drawn from different professional backgrounds to deliver under tight timelines.
 - iv. Demonstrated experience in supporting similar (public health and HIV related) national and/or international conferences in organization and rapporteuring.
 - v. Specific experience in supporting translation of research evidence on HIV and AIDS into policy and practice will be an added advantage.
- 2.7.2. Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee
- 2.7.3. Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the

procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

- 2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.
- 2.8.3 Arithmetical errors will **NOT** be rectified. If there is a discrepancy between words and figures the amount in words will prevail
- 2.8.4 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

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

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
- 2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	OPEN
2.5.6	<i>All pages MUST be initialed and paginated (Mandatory)</i>
2.5.7	<i>April 9, 2019 at 10.00am)</i>
12.4	ANTI-CORRUPTION DECLARATION FORM, STATEMENT ON DEBARMENT AND BANK DETAILS MUST BE PROVIDED AND DULY SIGNED

SECTION V: TERMS OF REFERENCE (TOR)

MAISHA HIV AND AIDS CONFERENCE 2019: TERMS OF REFERENCE FOR THE CHIEF RAPPORTEUR

1. BACKGROUND

Kenya has made tremendous progress in the HIV response over the years and lessons learnt can be used in leveraging Universal Health Coverage (UHC) and interventions on Non-Communicable Diseases (NCD) that are a key agenda of the Government. Implementation of evidence guided strategies has positively contributed to reduction of new HIV infections following implementation of the Kenya AIDS Strategic Framework (KASF) 2014/15 to 2018/19, from 101,563 in 2013/14 to 52,767 in 2018, in addition, to reduction of HIV prevalence to 4.9% in 2018 from 6% in 2013/14 (Kenya HIV Estimates 2018). The Research Agenda of the KASF requires that research evidence be shared to support policy and decision making.

The Biennial Maisha Conference organized by NACC with support from partners and stakeholders provides a platform that brings together key stakeholders locally, regionally and internationally. Participants include policy makers, researchers, programmers, implementing partners and communities from all levels, thereby facilitating sharing of emerging evidence and lessons learnt for the HIV response. The last conference was held between May 28-31, 2017 with a theme of “*Translating the science to end new HIV infections in Kenya: perspectives, practices and lessons*”.

The National AIDS Control Council is organizing for the Fifth Biennial Maisha HIV and AIDS Conference whose theme is ‘*Leveraging the HIV Response to drive UHC*’. The Conference is scheduled to take place from May 12-14, 2019 at a venue to be determined in Nairobi. This comes at a time when UHC is part of the **Big 4** agendas of the government. The Conference therefore will provide a key platform for discussions and deliberations on available evidence on how best to address the existing challenges and harness the opportunities available within the HIV Programme in order to achieve UHC targets.

The objectives of Maisha Conference 2019 include;

- i. To review progress and identify next steps for HIV prevention and treatment in Kenya
- ii. To identify lessons and critical drivers for the HIV response that can be used to accelerate UHC targets.
- iii. To share lessons emerging from the UHC pilot Counties and explore opportunities to utilize HIV resources and partners to push UHC forward.

2. STRUCTURE OF THE CONFERENCE AND ROLE OF CHIEF RAPPORTEUR

The structure of the conference is outlined in the Concept Note. In summary, the conference is proposed to be held for two (2) days with thematic meetings being held prior to the conference. These meetings are intended to provide key thematic inputs for the conference, feeding into plenary and panel discussions. All deliberations of the meetings will therefore need to be documented, summarized and subjected to further discussion as appropriate in plenary and panel sessions, ultimately informing key

inputs and recommendations to be captured in the final report of the conference. A number of rapporteurs will be engaged to support documentation of proceedings, key findings and summary of recommendations for various meetings and sessions. A Chief Rapporteur will therefore be required to collate all materials from various sessions to facilitate coherence in documentation to support follow-up discussion in plenary/panel sessions and in developing the final Conference Report.

3. KEY TASKS FOR THE CHIEF RAPPORTEUR

The Chief Rapporteur will work under the general guidance of the Programme Officer, Research and Chair Planning and Implementation Team/Secretariat and will be expected to:

- i. Participate in the identification and selection of appropriate rapporteurs for various sessions.
- ii. Prepare a summary reporting template for the session rapporteurs.
- iii. Coordinate the daily activities of session rapporteurs including assigning them sessions to attend, briefing sessions, ensuring that day-to-day proceedings are captured, compiled and edited as well as coordinating briefing and debriefing sessions of session rapporteurs at the beginning and end of each day.
- iv. Work in close consultation with the Chair, Planning and Implementation Team/Secretariat to ensure that all session reports/briefs are circulated as required at the end of each day.
- v. Ensures that key findings and summary of recommendations are integrated in the final report, and further verify accuracy of all information captured.
- vi. Prepare a summary of key conference highlights and recommendations for presentation as appropriate during plenary and panel sessions to guide discussions.
- vii. Prepare an Outline of Draft and Final Report of Conference Report for approval by NACC.
- viii. Prepare a Draft and Final Report of Conference report of key finding and recommendations organized appropriately in line with the key thematic areas for approval by NACC.

4. RESPONSIBILITY

The Chief Rapporteur will work under the supervision of the Programme Officer, Research. All deliverables will be channelled through that office.

5. DELIVERABLES/OUTPUT

- i. Inception report outlining the workplan.
- ii. Support in identification and selection of appropriate session rapporteurs.

- iii. Summary reporting template for session rapporteurs,
- iv. Daily consolidated session summary reports/briefs based on reports of session rapporteurs.
- v. Summary Power Point Presentation based on daily session summary reports/briefs for presentation in follow-up plenary and panel discussions.
- vi. Outline of Draft and Final Report of Conference of key findings and recommendations in MS Word
- vii. Draft Report of Conference report of key findings and recommendations in both hard copy (2 copies) and in MS Word
- viii. Final Report of Conference Report of key findings and recommendations in both hard copy (2 copies) and in MS Word

Summary Power Point presentation on the conference report.

TIMELINES

The assignment is expected to last 25 days within the period of May – June 2019 as detailed below:

ACTIVITY SCHEDULE	TIMELINE	NUMBER OF DAYS
Inception and Preparation	March to April 2019	5
Pre-conference	3 rd to 7 th May 2019	3
Actual Conference	8 th to 10 th May 2019	3
Post Conference	13 th to 30 th June 2019	14
Total		25

7. KEY COMPETENCIES AND EXPERIENCE REQUIRED

- vi. A researcher with at least Master’s degree qualification in the field of public health, health planning/economics, health system strengthening, epidemiology or closely related fields from a recognized institution of higher learning.
- vii. Strong computer and report writing skills, especially with regards to capturing conference proceedings.
- viii. Strong interpersonal, analytical and leadership skills especially in leading teams with membership drawn from different professional backgrounds to deliver under tight timelines.
- ix. Demonstrated experience in supporting similar (public health and HIV related) national and/or international conferences in organization and rapporteuring. Specific experience in supporting translation of research evidence on HIV and AIDS into policy and practice will be an added advantage

SECTION VI - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

SECTION VII: FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

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

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(to be prepared by the consultant as appropriate)

SECTION VIII - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(Lump-sum payment)

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

SECTION IX - STANDARD CONTRACT FORM

I. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS
(lump-sum payments)

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 Consultants 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:-

- I. **Services**
- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed 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."

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

2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by

the parties in writing.

3. **Payment**

A. **Ceiling**

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all 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 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.

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and 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 sub-contract any portion of it without the Client’s prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute** Any dispute arising out of the Contract which

Resolution

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

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

SECTION X - SPECIAL CONDITIONS OF CONTRACT

6.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

6.2 Special conditions of contract as relates to the GCC

SECTION XII: STANDARD FORMS

Notes on the sample Forms

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

12.1 FORM OF TENDER

Date

Tender No.

To:

(Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this day of 20.....

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of

12.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date Signature of Candidate

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

12.3 SELF DECLARATION FORMS (r 62)
REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Form SD1

Self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.

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

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

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

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

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

Bidder Official Stamp

12.4 FORM SD2: SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Self-Declaration That The Person/Tenderer Will Not Engage In Any Corrupt Or Fraudulent Practice.

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

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

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

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

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

4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive 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

12.5 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) :.....

.....

Signed/ date.....

12.6 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

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

12.7 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)

12.8 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

12.9 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

12.10 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING
OFFICER

12.11 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary