



NATIONAL AIDS CONTROL COUNCIL

RFP NO. NACC/RFP/ 025/2019/2020

SELECTION OF CONSULTANT FOR THE DEVELOPMENT OF
THE 2nd GENERATION OF THE
NATIONAL AIDS CONTROL COUNCIL
STRATEGIC PLAN FOR 2019/2020- 2023/2024

(SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS)

CLOSING DATE: February 21, 2020 at 10.00AM

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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 I - LETTER OF INVITATION

To [name and address of consultant] Date February 7, 2020

Dear Sir/Madam,

The National AIDS Control Council invites proposals for the following consultancy services – **Selection of consultant for the development of the 2nd Generation of the National AIDS Control Council Strategic Plan for 2019/2020- 2023/2024**

- 1.1 More details of the services are provided in the terms of reference herein.
- 1.2 The request for proposal (RFP) includes the following documents;
 - Section I - Letter of invitation
 - Section II - Information to Consultants
 - Section III - Terms of reference
 - Section IV - Technical proposal
 - Section V - Financial proposal
 - Section VI - Standard Forms
- 1.3 On receipt of this RFP please inform us
 - (a) that you have received the letter of invitation; and
 - (b) whether or not you will submit a proposal for the assignment

Yours sincerely.

Dr. Nduku Kilonzo

Chief Executive Officer

National AIDS Control Council

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The National AIDS Control Council will select an individual consultant among those invited to submit 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.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) 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 7 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 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 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 consultants 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 reimbursables.

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 **February 21, 2020 at 10.00AM**
- 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.
- 2.6 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 following the criteria set out in the terms of reference based on the following points criteria

	CRITERIA	POINTS
(i)	CV of the individual consultant	30
(ii)	Specific experience of the individual consultant related to the assignment	30
(iii)	Adequacy of methodology and work plan in response to the Terms of reference	40
	Total points	100

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 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.

SECTION III - TERMS OF REFERENCE (TOR)



CONCEPT NOTE FOR THE DEVELOPMENT OF THE 2nd GENERATION NATIONAL AIDS CONTROL COUNCIL STRATEGIC PLAN FOR 2019/2020-2023/2024

1.0 INTRODUCTION

The concept note summarizes the scope and process that will be used to guide the development of NACC Strategic Plan 2019/2020 -2023/2024 . It covers three substantive areas,

1. Scope of inquiry to inform the delivery of the strategic directions
2. Scope of inquiry on delivery the Strategic Plan
3. The institutional arrangements and roadmap for strategic plan 2019/2020-2013/2024

2.0 Background

The National AIDS Control Council developed it's current Institutional Strategic Plan 2015/19 that encompassed all aspects of the organization's work. The plan was an overarching document that guided achievement of our vision as '**Responsive Authority in the Multisectoral Coordination of the National HIV and AIDS Response**' served as a practical guide that informed institutional work plans, budgeting and instilling the culture of performance to all spheres of the institution.

The five year (5) NACC Strategic Plan (2015/ 2019) identified three strategic goals to be achieved in the five year period of its implementation.

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

The three strategic goals identified are:

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

Strategic Goal 2. Oversight for the delivery of Kenya AIDS strategic framework (KASF): This goal is informed by NACC’s responsibility and accountability for the results outlined in the KASF. The strategic directions from the basis upon which NACC’s strategies are developed to ensure coordination of stakeholders, partners, different sectors, and ministries, Departments and Agencies (MDAs) of Government; to monitor and track progress towards results; and to raise and align resources (both on and off-budget) towards KASF priorities. To better operationalize NACC’s oversight role over KASF’s implementation, the eight (8) strategic directions of KASF have been translated into 8 Functional areas under NACC’s oversight goal. KASF’s priority intervention areas have then been matched with fifty one (51) strategic activities that will contribute to effective NACC oversight of each KASF intervention. The Institution together with development partners are developing KASF-II to guide the response for the period 2019/2020 -2023/2024

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

	Increase domestic financing for sustastainable HIV response	
	Promoting accounting leadership for delivery of KASF results by all sectors	

3.0 OBJECTIVES OF THE NACC STRATEGIC PLAN DEVELOPMENT

To develop NSP (ii) that is aligned to Universal Health Care(UHC) , MTP II and KASF II and Health Strategic Plan

- i. Review reccommendation contained in NSP2015-2019 mid-term review report and other evidence driven evaluations and assesments (Performance Contracts and workplans)

4.0 Scope of work

- i. Analyze KASF II and CASPs II Plans and consolidate a report that will form the basis of the strategic plan development
- ii. Facilitate indepth discussion with key stakeholders which include development partners , Ministry of Health , the NACC management and board , the Faith Sector, The Youth, People Leaving With HIV and the Council of Governors
- iii. Review midterm review for NSP 2015/19 report and borrow best practices

5.0 METHODOLOGY FOR THE REVIEW PROCESS

In principle the NACC will undertake a thorough review of approaches , systems and mechanisms to deliver the NSP II , this will reflect changes that translates the organization’s vision into concrete results to be measured and reported accurately at all levels. This will be a reflective process of the various management levels , involving a peer review based engagement, with overall guidance of an independent Reviewer to ensure objectivity. A participatory approach will be employed during the process. For ease of management, cost effectiveness, timely and efficient implementation of this NSP the process has been divided into distinct phases as indicated below.

Phase 1: NSP Concept Note and Terms of Reference development

- This will involve development of the Concept Note to guide the process
- Development and the relevant Terms of Reference
- Establishment of an internal team to drive the process and provide guidance on the Concept Note and Terms of Reference for the NSP process.

Phase 2: Putting in place the NSP II preparation Process.

- Procuring TA to undertake the review process
- Presentation on inception process report to the management by the by the TA

Phase 3: Data Collection, Analysis and Compilation

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

Phase 4: Report Writing and Presentaition

- The data and information collected from the various groups will inform the report writing as per the approved template.

Phase 5: Report presentation

- The report will be discussed by all levels of management before presentation is done to the board by the TA and the CEO

3.1 Summary of the review process; Key Activities, Timeline and Deliverables

Table 2: Summary of the review process; Key Activities, Timeline and Deliverables

Activities	2019		Deliverables
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	October – December				January /March 2020		
Phase 1: Phase 1: NSP MTR Concept Note and Terms of Reference development <ul style="list-style-type: none"> This will involve development of the Concept Note to guide the process Development and the relevant Terms of Reference Appointment of management team to oversee the process 							i. Concept Note ii. TORs for the TA
Phase 2: Putting in place the SP Development preparation Process. <ul style="list-style-type: none"> Procuring TA to undertake the review process Presentation on inception process report to the management by the consultant 							i. Consultant recruited ii. Inception report is presented
Phase 3&4: Report Writing and presentation <ul style="list-style-type: none"> The data and relevant information collected from the various groups will inform the report writing The report will be discussed by senior management before presentation is done to the board by the TA& the CEO 							i. Data is collected and draft report presented to the management ii. Report presented to the board

6.0 MANAGEMENT OF REVIEW PROCESS

The NSP 2019/2020-2023/2024 This is a board deliverable and the overall process will be oversights by the CEO while the Head Performance will coordinate the process.

QUALIFICATION AND KEY COMPETENCIES OF COMPANY/INDIVIDUAL DEVELOPING THE NACC STRATEGIC PLAN II.

The consultant/ team of consultancy is expected to have high level of skills and experience in the development of institutional Strategic Plans for dynamic organizations that contribute directly to government policies and attainment of high level goals at National level and resonate to the stakeholders.

Academic Qualifications

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

Experience

- a) At least 10-15 years progressive professional experience in strategic plans development policy formulation and governance for national institutions.
- b) Previous experience in the development of Strategic plans of at least five (5) national institutions with at least one in health related sector.
- c) Documented experience and knowledge in facilitating on strategic management and policy formulation.
- d) Strong demonstrated writing skills as evidenced through publications.
- e) Good understanding and sensitivity to the HIV and AIDS political context in Kenya.
- f) Ability to engage boards and other high level stakeholders
- g) Ability to work in a team and flexible hours.

Key Competences

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

SHORT LISTING CRITERIA
STATUTORY REQUIREMENTS- MANDATORY CRITERIA

No	Requirements	YES /NO
1.	Duly Filled Confidential Business Questionnaire	
2.	Valid Tax Compliance Certificate	

ELIGIBILITY CRITERIA- MANDATORY

No	Requirements	PASS/FAIL
1.	Duly executed Self Declaration on Debarment	
2.	Duly executed Anti-Corruption f Declaration	

QUALIFICATION CRITERIA

	Item Description	Max Score	Score
1	Adequacy and quality of the proposed methodology and work plan	40	
	Methodology (20 Marks)		
	Work Plan and timelines (10 Marks)		
	Adequacy of proposed suggestions on the Terms of Reference (TORs) (10 points)		
2	Key Experts Qualifications, Experience and competence		
	Consultant		
	<ul style="list-style-type: none"> (a) A minimum of an Advanced degree (Masters) in Public Policy , Public Health, Health Policy analysis,, Project Management, Governance and Strategy , or related field with specific qualifications in the policy implementation for high level institutions (15 Points) (b) Demonstrated data analytical, interpretation and report writing skills (7.5 Marks) (g) Experience with methods and techniques of qualitative and quantitative M&E data collection and analysis, including tracking outcome indicators (7.5 Marks) 	30	
	<ul style="list-style-type: none"> (a) At least 10-15 years progressive professional experience in strategic plans development policy formulation and governance for national institutions (1 Mark for each year (Max 10 Marks) (b) Previous experience in the development of Strategic plans of at least five (5) national institutions with at least one in health related sector (2 Marks for each institution- Max 10 Marks) (c) Documented experience and knowledge in facilitating on strategic management and policy formulation (5 Marks) (d) Strong demonstrated writing skills as evidenced through publications (2 Marks for at least two publications) (e) Good understanding and sensitivity to the HIV and AIDS political context in Kenya, evidence for engagement with boards and other high level stakeholders (3 Marks) 	30	
	Pass Mark 70 Points	100	

SECTION IV - 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 V- 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 VI - 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 VI - STANDARD CONTRACT FORM

1. 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:-

1. **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

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

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

2.

REQUEST FOR REVIEW FORM

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. etc.

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

- 1.
- 2.etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE s.33

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 addressTel 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

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.			

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.			

Date.....Signature of Candidate.....

4. PERFORMANCE SECURITY FORM

To: [Name of NACC]

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 services](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 figures],

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 aforesaid, without your 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

Signature and seal of the Guarantors

[name of bank or financial institution]

_____ [address]

_____ [date]

(Amend accordingly if provided by Insurance Company)

5. **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

6. REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

7. BANK DETAILS FORM-

Provide the following bank details for electronic transfer purposes

Name _____ of _____ the
Bidder:.....

Bank Name :.....

Bank _____ branch _____ name
;.....

Bank code
:.....

Bank account
:.....

PIN Number
:.....

VAT Number
:.....

Bank signatory(s) :.....
.....

Signed/ date.....