



**NATIONAL AIDS CONTROL COUNCIL**

**Selection of Individual Professional Consultant to Support in Review of the  
Kenya HIV and AIDS Research Agenda for Kenya AIDS Strategic  
Framework 2020/21 - 2024/25**

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RFP No. NACC/004/2020-2021

**CLOSING DATE:NOVEMBER 9, 2020**

**ISSUED BY:**

**National AIDS Control Council (NACC)  
Landmark Plaza, 9th Floor  
Argwings Kodhek Road  
P. O. Box 61307 – 00200  
NAIROBI (KENYA)  
TEL: +254-020-2715109/2711261/2715144  
FAX: +254-20- 2711072**

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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 November 1, 2020

Dear Sir/Madam,

1.1 The **National AIDS Control Council** invites proposals for the following consultancy services – **Selection of Individual Professional Consultant to Support in Review of the Kenya HIV and AIDS Research Agenda for Kenya AIDS Strategic Framework 2020/21 - 2024/25**. More details of the services are provided in the terms of reference herein.

1.1 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

1.2 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,

**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 Only Technical proposal to be submitted.

#### 2.4 **Financial proposal (NOT APPLICABLE)**

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. **(CONSULTANCY FEES TO BE NEGOTIATED WITH THE CONSULTANT WITH THE HIGHEST TECHNICAL SCORE AS PER MARKET SURVEY COST FOR THE ASSIGNMENT AND AVAILABLE NACC BUDGET AS PER REG. 128(10) OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL REGULATIONS, 2020)**

2.4.3 The fees shall be 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. **VALIDITY OF FINANCIAL PROPOSAL NOT APPLICABLE FOR SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANT**

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. Technical 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” , TECHNICAL PROPOSAL 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 **(NOVEMBER 9, 2020 AT 10.00AM)**”
- 2.5.4 The completed Technical 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 technical proposals shall be marked with the individual consultants number at the time of opening.

## **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 (if applicable), 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

<u>CRITERIA</u>	<u>POINTS</u>
<b>A. CV of the individual Consultant (30 Marks)</b>	
1) Master's degree in Public Health, Epidemiology, Social Sciences, Health Research, Health Policy Analysis, Health Programme Management or closely related field from a recognized institution of higher learning (PHD is an added advantage (20 Marks)	
2) Bachelor's degree in related field (10 Marks)	
<b>B. Specific experience of the individual consultant related to the assignment (30 Marks)</b>	
3) Minimum of ten (10) years working experience in development and review of HIV and/or Health related strategic documents with a focus on Research, Monitoring and Evaluation and governance issues. <b>(1.5 Mark for each year)</b>	
4) Undertaken at least four (4) similar assignments at national and/or international level in the last 3 years, verified through review of past work experience (references of at least 3 clients to be provided) <b>(1 Marks for each assignment)</b>	
5) Demonstrated an understanding of HIV Programme Performance Indicators and Analysis in the context of HIV and Health Research <b>(4 Marks)</b>	
6) Demonstrated experience writing technical HIV and Health reports <b>(2 Marks)</b>	
7) Demonstrated strong communication skills for both technical and non-technical audiences <b>(2 Marks)</b>	
8) Demonstrated understanding of the enabling environment for the HIV response in Kenya <b>(3 Marks)</b>	
<b>C. Adequacy of methodology and work plan in response to the Terms of reference (40 Marks)</b>	
1) Detailed methodology in response to the terms of reference ( 25 Marks)	
2) Comments on terms of reference (5 Marks)	
3) Work plan: Detailed logical, weekly work plan for the assignment (10 Marks)	

**Minimum Technical Score:** 70%

**Selection Method:** Individual Consultant Selection method

**Award Criteria:** Highest technical score

**NOTE: Preliminary Evaluation Requirements: The consultant shall:**

- (a) Attach Tax Compliance Certificate
- (b) Fill the Anti- Corruption Declaration Form;
- (c) Self-Declaration Form on Debarment;
- (d) Confidential Business Questionnaire;
- (e) Where the Individual Consultant suggests support technical tea, the team members must submit their CVs recently signed by the individual professional staff/Lead Consultant.
- (f) Attach supporting documents and certificates for academic, professional experience and assignments undertaken related to the consultancy

Technical Proposal sealed in an envelope indicating Request for Proposal

**Reference No. and Description of the assignment**

RFP No. NACC/004/2020-2021

**Selection of Individual Professional Consultant to Support in Review of the Kenya HIV and AIDS Research Agenda for Kenya AIDS Strategic Framework 2020/21 - 2024/25**

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**Addressed to:**

**The Chief Executive Officer  
National AIDS Control Council**

**And dropped to Tender Box on 9<sup>th</sup> Floor**

**National AIDS Control Council (NACC)  
Landmark Plaza, 9th Floor  
Argwings Kodhek Road  
Opp. Nairobi Hospital**

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 (NOT APPLICABLE)**

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. **NOT APPLICABLE**

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:

$$Sf = 100 \times fm/f \text{ where}$$

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 **NOT APPLICABLE**

- 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% **NOT APPLICABLE**

**The individual consultant achieving the highest technical score under Individual Consultant Selection Method will be invited for negotiations on financial proposal as per NACC Budget.**

## **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)**

#### **Notes on the preparation of Terms of Reference**

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Training requirements (where applicable)
- (e) Reporting systems and time schedules
- (f) Personnel, facilities and other requirements to be provided by the procuring entity and
- (g) Terms of payment

## **TERMS OF REFERENCE FOR A CONSULTANT TO SUPPORT IN REVIEW OF THE KENYA HIV AND AIDS RESEARCH AGENDA FOR KENYA AIDS STRATEGIC FRAMEWORK 2020/21 - 2024/25**

### **1.0 Background**

The National AIDS Control Council (NACC) with support from stakeholders and partners at the County and National levels has been implementing the Kenya AIDS Strategic Framework 2014/15-2018/19 (KASF I) which has been the national strategic framework that has guided the HIV response for a period of five (5) years. The term of implementation of KASF I ended in June 2019. An Addendum was developed to extend the term of KASF I for one year to allow for the development of KASF II covering the period 2020/21 to 2024/25. The process of development of KASF II is currently being finalized.

One of the Eight (8) Strategic Directions of KASF I was Strategic Direction 5, on *Strengthening Research, Innovation and Information*. In line with the strategic direction, the Kenya HIV and AIDS Research Agenda was developed that identified priority areas of research for implementation in order to achieve the strategic objectives of KASF I. The agenda further outlined an operationalization plan and an action plan to support its implementation. Implementation of the research agenda was coordinated through Kenya AIDS Research Coordinating Mechanism (KARSCOM) which formed the Technical Working Group of KASF I on Research. As part of implementation of KASF I, the *Maisha Maarifa Research Hub* which is an interactive web-based platform that collates research information on HIV, Sexual and Reproductive Health (SRH) and related co-morbidities was developed to enhance evidence-based policy formulation and programming at all levels.

Development of KASF II was preceded by a Joint AIDS End Term Review (JAETR) of KASF I in 2019, a process that was linked to the Biennial Maisha Research Conference of 2019 whose theme was *Leveraging the HIV Response to Accelerate Impact for UHC*. This process provided recommendations for KASF II which has been aligned to the Universal Health Coverage (UHC) agenda of the Government among other priorities. A key Thematic Area of the KASF II is *Strengthening Strategic Information, Research and Innovation* that aims among other things at:

- i. Increased translation of research into policy and practice.
- ii. Increased generation and utilization of quality data to inform KASF goals.
- iii. Strengthened and Enhanced surveillance for HIV and STI response.

There is therefore need to revise the Kenya HIV Research Agenda to align it to KASF II and the UHC agenda, taking into account progress made under KASF I and emerging issues including COVID-19. A Technical Review Team (TRT) has been established to coordinate the review process. A consultant is therefore required to support in review and finalization of the reviewed Research Agenda document.



## 2.0 Objectives

The review of the Research Agenda seeks to:

- i. Determine the status of implementation of Research Agenda under KASF I, key lessons learnt to be scaled up and priority gaps to be addressed.
- ii. Identify and plan implementation process for priority areas of research for KASF II taking into account key emerging issues including COVID-19.
- iii. Outline implementation, coordination structure and processes for the agenda.
- iv. Develop costed plan of implementation and potential sources of funding for implementation of the research agenda.
- v. Outline the monitoring and tracking process in implementation of the Agenda.

## 3.0 Methodology and Key Tasks

The Consultant (Independent reviewer) will work in consultation with the Technical Review Team and the Secretariat and will carry out the following tasks:

- i. Develop an Inception Report with a detailed workplan and timelines on review of the Kenya HIV Research Agenda in close consultation with the Technical Review Team for approval by NACC.
- ii. Working in close consultation with the Technical Review Team objectively review the Kenya HIV Research Agenda to assess the progress made in implementation, key lessons learnt and priority gaps to be addressed in the reviewed agenda.
- iii. Working in close consultation with the Technical Review Team and further in consultation with the relevant thematic teams of KASF II, review the KASF II document to identify the priority research required under each thematic area and the timelines involved.
- iv. Working in close consultation with the Technical Review Team, revise the Research Agenda in line with the priority research areas identified in KASF II and the support documents taking into account the key lessons learnt and the priority gaps identified.
- v. Working in close consultation with the Technical Review Team and further in consultation with the relevant thematic teams of KASF II, develop a costed implementation plan with timeframe for the Revised Research Agenda in line with timelines set in KASF II and its support documents.
- vi. Working in close consultation with the Technical Review Team and further in consultation with the relevant thematic teams of KASF II, identify potential sources of resources.
- vii. Working in close consultation with the Technical Review Team, outline the implementation and coordination structures and processes; and further outline the responsible institutions and levels of governance involved in implementation and coordination of various components of the Revised Research Agenda and Costed Implementation Plan.

- viii. Working in close consultation with the Technical Review Team, outline the monitoring process for implementation of the Research Agenda and Costed Implementation Plan with clear and measurable indicators of performance.
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- ix. Working in close consultation with the Technical Review Team, present a Draft Revised Research Agenda that includes Costed Implementation Plan, Potential Sources of Resources, Coordination and Monitoring Process to representatives of KASF II thematic areas, stakeholders and partners for inputs and feedback to facilitate finalization.
- x. Finalisation of the Revised Research Agenda including Costed Implementation Plan, Potential Sources of Resources, Coordination and Monitoring Process taking into account inputs and feedback provided by representatives of KASF II thematic areas, other key stakeholders and partners.

#### **4.0 Deliverables**

- i. An Inception report with a detailed workplan and timelines for delivery of the assignment to be approved by NACC.
- ii. A Draft Costed Kenya HIV and AIDS Research Agenda aligned to KASF II and UHC that includes Costed Implementation Plan, Potential Sources of Resources, Coordination and Monitoring Process for approval by NACC; and presentation of the same to representatives of KASF II thematic areas, other key stakeholders and partners for feedback and inputs
- iii. A finalized Costed Kenya HIV and AIDS Research Agenda aligned to KASF II and UHC including Costed Implementation Plan, Potential Sources of Resources, Coordination and Monitoring Process that incorporates the feedback and inputs from representatives of KASF II thematic areas, other key stakeholders and partners for approval by NACC.

#### **5.0 Responsibility**

The consultant will be responsible to the NACC Chief Executive Officer through the NACC Head of Research. All deliverables will be channeled through this office. Technical guidance to the Consultant will be provided by Technical Review Team of the Kenya HIV Research Agenda.

## **6.0 Time Frame**

The time frame for the assignment will be forty (40) working days spread over the months of October-November, 2020.

## **7.0 Qualifications and Experience**

- i. Masters degree in Public Health, Epidemiology, Social Sciences, Health Research, Health Policy Analysis, Health Programme Management or closely related field from a recognized institution of higher learning (PHD is an added advantage).
  - ii. Minimum of ten (10) years working experience in development and review of HIV and/or Health related strategic documents with a focus on Research, Monitoring and Evaluation and governance issues
  - iii. Undertaken at least four (4) similar assignments at national and/or international level in the last 3 years, verified through review of past work experience (references of at least 3 clients to be provided).
  - iv. Demonstrated an understanding of HIV Programme Performance Indicators and Analysis in the context of HIV and Health Research
  - v. Demonstrated experience writing technical HIV and Health reports
  - vi. Demonstrated strong communication skills for both technical and non-technical audiences.
  - vii. Demonstrated understanding of the enabling environment for the HIV response in Kenya
  - viii.
-

## 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) NOT APPLICABLE**

**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

**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 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 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. 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

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

Date ..... Signature of Candidate

.....

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

**SELF DECLARATION FORMS (r 62) (MANDATORY)  
REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**Form SD1**

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

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

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

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

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

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

.....

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

**FORM SD2  
SELF DECLARATION FORMS (r 62) (MANDATORY)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**Self-Declaration That the Person/Tenderer Will Not Engage in Any  
Corrupt or Fraudulent Practice.**

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for  
..... (insert tender title/description) for  
..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

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

.....

.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp



**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 .....

Bank Signatory(s) .....

PIN Number .....

VAT Number .....

VALID KRA TCC No.....

Signed/ date.....

**PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

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

**BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

**To** .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**APPLICATION**

NO.....OF.....20.....BETWEEN.....

.....APPLICANT

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

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

**REQUEST FOR REVIEW**

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

1. etc.

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

1.etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED

**Board Secretary**