



NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL
EDITING AND GRAPHIC DESIGN OF COUNTY HIV
STRATEGIC PLANS

RFP/ NACC No/ 013/ 2015-2016

APRIL 2016

CLOSING DATE 25.04.2016

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SECTION 1: LETTER OF INVITATION

[Invitation NO RFP/NACC/013/2015-2016]

Dear Mr. /Ms.

The **National AIDS Control Council** now invites proposals to provide the following: Consultancy for Editing of County HIV Strategic Plans.

More details on the services are provided in the Terms of Reference (TOR)

This Request for Proposal (RFP) has been addressed to the following short listed Firms :

3. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consulting Firm (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

4. Please inform us within 3days (Three days) upon receipt of this invitation, in writing at the

following address or by e mail or fax :

P.O.BOX 61307-00200 NAIROBI KENYA,

E-mail: musicn@nacc.or.ke or nchoge@nacc.or.ke or lanisa@nacc.or.ke

upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) Whether you will submit a proposal alone or in association.

Failure to provide this information may lead to your replacement.

Yours sincerely,

Clauder Musi
For: DIRECTOR
National AIDS Control Council

SECTION II: INFORMATION TO CONSULTING FIRMS

2.1 Introduction

- 2.1.1 The National AIDS Control Council will select the firm 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 Firms 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 Consulting Firms. In such a case the highest ranked individual Consulting Firm 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 Consulting Firm.
- 2.1.4 The Consulting Firms 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, Consulting Firms 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 firm 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 The firm 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 Consulting Firms 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 Consulting Firm amends the RFP. Any amendment shall be issued in writing, fax or email to all invited individual Consulting Firms 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.

2.3 Preparation of proposals

- 2.3.1 The firm's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the firms 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 firm must give particular attention to the following:
 - (a) If a Consulting Firm 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 Consulting Firm will not propose other Consulting Firms invited to submit proposals for the assignment. Any Consulting Firm 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 Consulting Firm 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 firms 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 firm'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 firms 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 firm 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 Consulting Firms 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 Consulting Firm.

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 firms. Any such corrections must be initialed by the firm.

2.5.2 For each proposal the firms 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.

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 Consulting Firms and clearly marked "DO NOT OPEN before April 25, 2016". The Proposal submission address is:

The Director,
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

Proposals must be submitted no later than the following date and time: [April 25, 2016.] at 10.00 am.

2.5.3 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 Consulting Firms. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the firm unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the firm submitting the proposals.

2.5.4 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 firms 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 Consulting Firm 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 Consulting Firms. Any effort by an individual Consulting Firm 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 firm 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

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	Specific experience of the firm relevant to the assignment	35
(ii)	Adequacy and quality of the proposed methodology, work plan in responding to the Terms of Reference	35
(iii)	Key Experts qualifications and competence for the assignment	30
	(a) General qualification- general education, training	
	(b) Adequacy for the assignment- experience in similar assignments	

NB: Minimum score 70

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 firm 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 firms 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 Consulting Firms 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 firms who choose to attend the opening. The name of the firm, the technical score and the proposed fees shall be read out aloud and recorded. The envelope containing the Quality Cost Based Selection sum per category will also be opened together with the financial proposals of the proposal meeting the minimum technical score. 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 firms 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 Consulting Firms. Unless otherwise stated in the appendix to the instructions to Consulting Firms the formula 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 firm achieving the highest combined technical and financial score under the Quality and Cost Based Selection method 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 Consulting Firms. The purpose of the negotiations is for the procuring entity and the firm 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 firm 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 firm 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 Consulting Firms that they were unsuccessful and return the financial proposals of the firms who did not pass technical evaluation.
- 2.10.2 The selected individual Consulting Firm is expected to commence the assignment on the date indicated in the appendix to the information to Consulting Firms 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 firms who submitted the proposal or to other persons not officially concerned with the process, until the winning individual Consulting Firm has been notified that he/she has been awarded the contract.

SECTION III



TERMS OF REFERENCE

April 11, 2016

TERMS OF REFERENCE FOR THE EDITING AND GRAPHIC DESIGN FOR THE COUNTY HIV STRATEGIC PLANS

1.0 Introduction

The development of the plans has been identified as one of the Rapid Result Initiative (RRIs) activity for the National AIDS Control Council (NACC) and Ministry of Health. The development of Plans in all the 47 Counties is ongoing and is expected to end in May, 2016. All the 47 Counties have been facilitated to develop zero drafts the plans which if implemented, will contribute to the achievement of the Kenya AIDS Strategic Framework objectives.

The County HIV Strategic Plans will facilitate in:

- Having a clear understanding of the counties epidemiological, biomedical, social, economic and cultural factors affecting the pattern of the epidemic at county level.
- Counties having prioritized targeted and costed plans that guide all stakeholders and partners in resource allocation and harmonization of efforts in addressing the HIV epidemic.
- Providing a tool for resource mobilization and
- Providing a tool for tracking progress in the counties.

2.0 Objectives of the Assignment

The overriding objective of technical and substantive copy editing and graphic designing of the 21 County HIV Strategic Plans is to ensure that documents are consistent in presentation, reader friendly and avoids any contradicting information that may not have been spotted during its development. The firm will eliminate any language that is vague and unnecessary repetitions among other typographical errors through editing. The documents should be simple, readable, understandable and of high quality with clearly detailed info-graphics and design layout that that summarises key issues and sections of plans.

3.0 Specific Tasks for the firm

a) Editing

The specific tasks include:

1. Technical Editing

- Ensure that the document does not contradict itself in various sections/chapters
- Edit for consistency with a view to eliminate any inconsistencies that may have occurred in the process of writing the document
- Eliminate unnecessary and lengthy statements without altering the content
- Any other substantive editorial which the editor will find necessary in strengthening the flow of the document but which don't compromise content.

2. Substantive Copy Editing
 - The firm will make logical, objective, and justifiable correction of spelling, grammar, punctuation, terminology, sentence structure, clarity, conciseness, tone and voice, inconsistencies, and typographical errors.
 - Copy editing will involve a close reading, with an eye on consistency of capitalization, spelling and hyphenation and other grammatical, editorial and typographic style.
3. Designing of the Final Edited Copies of the County HIV Strategic Plans
 - This will involve designing the final edited copies in close consultation with the Counties and NACC – Communications Division.

4.0 Deliverables

- (a) 21 Edited soft copies of the County HIV Strategic Plans. (80 to 100 pages)
- (b) An agreed upon final copies of the edited documents designed and ready for printing.

5.0 Qualifications for editing

The firm should have accomplished editors of outstanding knowledge and experience in both substantive and copy editing, preferably from a publishing and/or communication background. The editors should be able to address all aspects of both technical and literally writing and with a capacity to demystify technical subjects for mass consumption. In addition they should be well balanced in terms of sound judgment, perspective coupled with accuracy and underpinned by a sound editorial background. Experience in both writing or publishing is a desired qualification.

Minimum requirements and qualifications for the editors

- University degree in publishing, communication or other related social sciences. A Masters degree will be desirable while a PhD will be an added advantage.
- Three or more years experience in publishing and editing.
- Experience in writing and editing of HIV and AIDS manuals/journals or books (attach samples).
- A general understanding of HIV and AIDS issues.
- Good command of written English.

b) Graphic Designing

6.0 Key Tasks and responsibilities for Graphic Designing

The firm should ensure the integrity of the work is not compromised by delivering expected outputs effectively, working within the budget and submit the final work within the stipulated time as indicated in the Scope of Work.

The specific tasks include:

- I. From the main County HIV Strategic Plans, create designs, and sample layouts based on knowledge of layout principles and aesthetic design concepts.
- II. Determine size and arrangement of illustrative material and style for the document
- III. Use computer software to generate appropriate and relevant images, draw and print charts, graphs, illustrations, and other artwork, using a computer and assemble final layouts for printer.
- IV. Review final layouts and propose to the client alternative options that enhance better alignment of graphics and narratives.
- V. Confer with client to discuss and determine the optimal/selected layout design.

7.0 Deliverables

- a) 21 edited draft soft and hard copy of the County HIV Strategic Plans. The documents will be reviewed by the Counties and NACC and feedback provided for incorporation in the final document. (80 to 100 pages)
- b) 21 Final soft and high resolution copies for printing.

Required qualifications of the Graphic Designer

The Graphic designer should:

1. Have at least a Masters degree in Graphic Design, Media and communication or Fine Arts
2. Demonstrate capacity to illustrate concepts by designing rough layout of art and copy regarding arrangement, size, type size and style, and related aesthetic concepts
3. Have five (5) years of progressively responsible experience in working with communication media, and specific experience in Graphic Design.
4. Have strong practical background in graphic design, including the knowledge of state of the art design software
5. Have five (5) years proven experience of graphic production from start to published/printed product with knowledge of printing processes (offset and digital) and colour management;
6. Good understanding of new and evolving technologies and digital platforms;
7. Language Requirements: Fluency in written and spoken English and Kiswahili.

8.0 Evaluation Criteria

The evaluation criteria will be based on:

1. Education and editorial/publishing
2. Experience in writing and editing
3. Relevant publications published and/or edited
4. Technical and literally writing
5. Demonstrated experience in graphic designing
6. Sample works
7. Capacity to undertake the assignment

9.0 Duration of assignment

15 working days from the date of contract/local supply order.

10.0 Technical Monitoring

The firm/Individual consultant will work closely with NACC, Deputy Director- Policy Monitoring and Research and the Head County Support to ensure that the documents are succinct for onward submission for printing.

EVALUATION CRITERIA

General Requirements, Qualification and Experience

Bidders shall be evaluated on the basis of the following Mandatory requirements and technical requirements. Bidders who will pass the mandatory requirements will be considered for technical evaluation.

A) Mandatory requirements

NO	Requirement
1	Copy of Certificate of Registration/Incorporation
2	Copy of a Valid KRA Tax compliance Certificate
3	Bank statement for the last 12 months
4	Duly filled Confidential business questionnaire

B) Technical Evaluation Criteria

The bidders shall be evaluated on the basis of their responsiveness to the following information using the attached standard forms as per clause

No	Criteria	Points
1	<p>Specific Experience</p> <p>a. The firm should provide at least five (5) reference sites where they have undertaken similar assignments. With evidence of the items edited and designed. Bidders must attach copies of contracts for each assignment.</p> <p>b. In each of the assignment, the firm should describe the nature of the assignment, the role of the firm in the planning, implementation and closing of the assignment. The firm should also demonstrate</p>	35
2	<p>Work Plan and Methodology</p> <p>The firm should provide a logical, well-structured work plan consistent with the timeframes and terms of References of this RFP to demonstrate:</p> <p>a. Understanding of TOR</p> <p>b. Technical Approach and Methodology including proposed concept</p> <p>c. Work plan</p> <p>d. Organization and Team Composition</p>	<p>10</p> <p>10</p> <p>10</p> <p>5</p>
3	<p>Personnel</p> <p>Bidder should provide evidence of technical Training and Experience bidders' staff:</p> <p>a. The bidder should provide CV's of all Key Technical staffs who will be engaged in the assignment in format provided in the tender document</p> <p>b. As Evidence of relevant training, bidders should attach copies of professional certificates of the Key Technical Staffs in relevant areas of Expertise.</p>	30

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the Consulting Firms.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the Consulting Firm including Curriculum vitae (CV)
- (c) Comments and suggestions of the Consulting Firm 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 time schedule.

(To be prepared by the Consulting Firm as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the Consulting Firms. 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 Consulting Firm as appropriate)

	Quantity of Documents for editing	21 Documents (80 to 100 pages)	
	Item Description	Financial Proposal	Remarks
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		

	Quantity of Documents for graphic design	21 Documents (80 to 100 pages)	
	Item Description	Financial Proposal	Remarks
	Submission letter indicating total fees		
	Summary of costs		
	Breakdown of fees per activity		
	Breakdown of reimbursable costs/expenses per activity		
	Miscellaneous expenses		

SECTION VI - STANDARD CONTRACT FORM

CONSULTING FIRMS
(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 Consulting Firms clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

CONSULTING FIRMS

(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 Consulting Firm’s name] of [or whose registered office is situated at] _____ [insert Consulting Firms address] (hereinafter called “the Consulting Firm”) of the other part.

WHEREAS the Client wishes to have the Consulting Firm perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consulting Firm is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consulting Firm 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 Consulting Firm shall provide the personnel listed Appendix B, “Consulting Firm’s Personnel,” to perform the Services.
 - (iii) The Consulting Firm shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consulting Firm’s Reporting Obligations.”

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

2. **Term** The Consulting Firm 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 Consulting Firm an amount. This amount has been established based on the understanding that it includes all the Consulting Firm's costs and profits as well as any tax obligation that may be imposed on the Consulting Firm.
 - B. **Schedule of Payments**

The schedule of payments is specified below

10% upon the Client's receipt of the Inception report, acceptable to the Client;

40% upon the Client's receipt of the Draft report, acceptable to the Client; and

50% upon the Client's receipt of the Final report, acceptable to the Client.
 - C. **Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consulting Firm 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 Consulting Firm 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 A. 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, "Consulting Firm'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 Consulting Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consulting Firm shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consulting Firm 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 Consulting Firm for the Client under the Contract shall belong to and remain the property of the Client. The Consulting Firm may retain a copy of such documents and software.
8. **Consulting Firm Not to be Engaged in certain Activities** The Consulting Firm agrees that during the term of this Contract and after its termination the Consulting Firm and any entity affiliated with the Consulting Firm 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 Consulting Firm will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consulting Firm 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** Kenya 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

Full name _____

Title _____

Signature _____

Date _____

For the Consulting Firm

Full name _____

Title _____

Signature _____

Date _____

DECLARATION NOT TO ENGAGE IN CORRUPT OR FRAUDULENT PRACTICE

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

I / We, the undersigned, wish to declare and abide by section 62 *The Public Procurement and Asset Disposal Act, 2015 that we are not going to* engage in any corrupt or fraudulent practice.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm/ Individual]

_____ [Address:]

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.

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