



NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL

PROCUREMENT OF HIV INVESTMENTS
DIVISION SUPPORT CONSULTANT;

RFP/ NACC No/ 016/ 2017-2018

FEBRUARY 2018

CLOSING DATE: FEBRUARY 27TH 2018 AT
10.00 AM

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Section 1: Letter of Invitation

[Invitation NO. **RFP/NACC/016/2017-201**]

Dear Mr. /Ms.

The **National AIDS Control Council** now invites proposals for **HIV INVESTMENTS DIVISION SUPPORT CONSULTANT**

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

This Request for Proposal (RFP) has been addressed to the following Consultants:

3. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (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 wish to participate in the tender process

Yours sincerely,

Clauder Musi

For: Chief Executive Officer

National AIDS Control Council

Section II: Information to Consultants

Introduction

- 2.1.1 The National AIDS Control Council will select a Consultant among those submitting the proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The Consultant is 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 Support Consultant. In such a case the highest ranked individual Consulting individuals 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.
- 2.1.4 The Consultant 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 individuals 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 Support Consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

Clarification and amendment to the RFP documents

- 2.2.1 The individual may request clarification of any of the RFP documents not later than Three (3) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The Procuring Entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual Consultants invited to submit proposals.

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

Preparation of proposals

- 2.3.1 The individuals' proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individuals 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 must give particular attention to the following:
- (a) If a Support 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. Consultants will not propose other individuals invited to submit proposals for the assignment. Any Consultants 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 individuals 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 Consultants 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 **Support 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 Consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents and the TORs. 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 120 days after the submission date. During this period the Support 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 Consultants.

2.4.6 Submission, Receipt and opening of proposals

2.5.1 The Technical Proposal and the Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Support Consultant. Any such corrections must be initialed by the Support Consultant.

2.5.2 For each proposal the 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.

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 27, 2018". The Proposal submission address is:

The Chief Executive Officer,

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

Proposals must be submitted no later than the following date and time: February 27, 2018. 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 Support Consultant. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the Support Consultants unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the / Support Consultants 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 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 Consultants 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 Consultants 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 Independent Reviewer and Support Consultants proposal.

2.6.2 The Ad-Hoc 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.

Evaluation of Technical Proposals

2.6.3 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) | Specific experience of the Consultant relevant to the assignment | 40 |
| (ii) | Adequacy and quality of the proposed methodology, work plan in responding to the Terms of Reference. | 20 |
| (iii) | Key Experts qualifications and competence for the assignment | 40 |
| | (a) General qualification, general education, training in the respective field | |
| | (b) Adequacy for the assignment- experience in similar assignments with specific interest. | |

NB: Minimum score 70

- 2.6.4 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
- 2.6.5 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 Independent Reviewer / Support Consultants 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 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 un-opened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the Consultants who has 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 Consultants who choose to attend the opening. The name of the Support Consultant, 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 Tender Opening 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 x 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 20

2.8.4 The 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 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 Consultants achieving the highest Combined Technical and Financial Score under the Quality and Cost Based Selection method will be invited for negotiations.

2.9.0 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 Support 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 Support Consultants 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 Support Consultants whose proposal achieved the second highest score to negotiate a contract.

Award of Contract

- 2.9.4 The contract will be awarded after commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other Consultants that they were unsuccessful and return the Financial Proposals of the Consultants who did not pass technical evaluation.
- 2.9.5 The selected Consultants are 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.

Confidentiality

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

Section III: Terms of Reference

TERMS OF REFERENCE FOR THE HIV INVESTMENTS DIVISION SUPPORT CONSULTANT

Background information

NACC is mandated to provide policy and a strategic framework for mobilizing and coordinating resources for prevention of HIV transmission and provision of care and support to the infected and affected people in Kenya. The HIV Investments Department is tasked to undertake the following in supporting the NACC to achieve its goal: **“To create an environment for HIV investment that will increase resource mobilization for HIV response”**.

Justification

The department will be undertaking MTEF process scheduled to begin from October 2017. This will require support with regard to logistics involved. One of the major challenges that has been facing the HIV Investments department is low staffing levels. Currently, the HIV Investments Department has only three officers (DD and 2 POs) and amount of work involved requires support. There is need for a support consultant who will be able to support the department in its administrative assignments, MTEF process, and analysis of MTEF budgets and development of policies.

Scope of work

The support consultant will be tasked with the following duties and responsibilities

- ✓ Provide support in administration and co-ordination of the HIV Investments department
- ✓ Support in preparation of documents to be used in county MTEF process.
- ✓ Editing and Compiling the next phase MTEF Process reports from 31 counties
- ✓ Analysis of MTEF budgets
- ✓ Support in HIV ROI and Efficiency Analysis
- ✓ Development of policies

Responsibilities

The support consultant will work within the HIV Investment Division in NACC. He/She will report to the Programme Officer - HIV Investment.

Expected outputs

- ✓ Minutes of the planning meetings
- ✓ MTEF reports edited and compiled

Time frame

The support consultant will be engaged for a period of ninety (90) working days from February 2018.

- | | | |
|------|----------------------------|-------------------|
| i. | Period ending March , 2018 | (21 working days) |
| ii. | Period ending April, 2018 | (21 working days) |
| iii. | Period ending May , 2018 | (21 working days) |
| iv. | Period ending June, 2018 | (20 working days) |
| v. | Period ending July, 2018 | (7 working days) |

Qualifications

- University degree, A Master's Degree in Strategic Management or Economics is highly preferred
- Demonstrated work experience in supporting HIV and AIDS and Government budgeting frameworks (MTEF) or other related work.
- Demonstrated administrative skills
- Good communication and interpersonal skills
- Proficiency in computer applications
- Ability to work in a team
- ✓ Ability to work under pressure with minimal supervision

**Chief Executive Officer,
National AIDS Control Council,
Landmark Plaza, Argwings Kodhek Road,
P.O. Box 61307 – 00200,
NAIROBI.**

Section IV - Technical Proposal (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the Independent Reviewer / Support Consultants.

It shall contain the following:-

- a) Submission letter
- b) Particulars of the Consultants including Curriculum vitae (CV)
- c) Comments and suggestions of the Consultants 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) Consultants services activities& time schedule.

(To be prepared by the Consultants as appropriate)

Section V- Financial Proposal (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the **Support Consultant**. 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 Consultants as appropriate)

	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		

Mandatory Requirements

S/No.	Requirements
1.	VAT Certificate /Pin No.
2.	Tax Compliance Certificate
3.	Self-Declaration Not to Engage in Corruption
4.	Self-Declaration That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement and Asset Disposal ACT 2015.
5.	Bank Details
6.	Detailed CV

Section VI: Standard Contract Form

Support Consultants

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 Consultants clause 2.10.2

Section VI: Standard Contract Form

STANDARD CONTRACT FORM

/ SUPPORT CONSULTANTS

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/ consultant’s name of [or whose registered office is situated at] [insert Consulting Consultants address] (hereinafter called “the Consulting Independent Reviewer and Support Consultants”) of the other part.

WHEREAS the Client wishes to have the Consultants 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 Consultants 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 Consultants shall provide the personnel listed Appendix B, “Consultants Personnel,” to perform the Services.

(iii) The Consultants shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consulting Independent Reviewer / Support Consultants’ Reporting Obligations.”

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

2. Term The Consultants 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 Consultants an amount. This amount has been established based on the understanding that it includes all the Consulting

Support Consultants' costs and profits as well as any tax obligation that may be imposed on the Consultants.

B. Schedule of Payments

The schedule of payments is specified below:

- a. 100% One off payments 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 Consultants of invoices in duplicate to the Coordinator designated in Clause 4 here below, upon submission of acceptable reports to the client. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultants 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 Coordinator Administration

The Client designates **DD HIV INVESTMENTS** 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 **Support Consultants**. 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 Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultants shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6 Confidentiality

The Consultants 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

Any studies, reports or other material, graphic, software or

- | | |
|---|--|
| Material | otherwise prepared by the Consultants for the Client under the Contract shall belong to and remain the property of the Client. The Consultants may retain a copy of such documents and software. |
| 8. Consultants Not to be Engaged in certain Activities | The Consultants agrees that during the term of this Contract and after its termination the Consultants and any entity affiliated with the Consultants 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 Consultants will be responsible for taking out any appropriate Insurance coverage. |
| 10. Assignment | The Consultants 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 Consultants

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature_____

Date _____

Date _____

Self-Declaration Forms (r 62)
Republic Of Kenya
Public Procurement Regulatory Authority (PPRA)
FORM SD1

Self-Declaration That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement and Asset Disposal ACT 2015.

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

Follows:-

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

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

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

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

Bidder Official Stamp

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

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.....

Section VII: Standard Forms of Contract

ANNEX II - LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)

TIME BASED PAYMENT Time based fixed fee exact duration of contract not fixed

TIME-BASED PAYMENTS

CONTRACT

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 Consultant’s 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 Services”, which is made an integral part of this Contract.

The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

Term

The Consultant shall perform the Services during the period commencing _____ [Insert start date] and continuing 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 a ceiling of _____ *[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;

Such other expenses as approved in advance by the Client's coordinator.

Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. Coordinator

The Client designates _____ *[Insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees Providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

Performance Standard

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.

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 or 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 Subcontract any portion thereof 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.

11. Dispute Resolution

Any dispute arising out of this 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; _____

Annex III : Sample Contract For Consulting Services

CONTRACT

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 Consultant’s 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 Services,” which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in 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.”

2. Term The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing 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 of 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 a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, (Draft designs and layout) acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final designs and layouts, 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

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.

12. 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.

13. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

14. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

15. 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.

16. 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; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's reporting Obligations

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.....

BETWEENAPPLICANT

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

