NATIONAL AIDS CONTROL COUNCIL

RFP NO. NACC/RFP/005/2019/2020

CONSULTANCY SERVICE FOR SELECTION OF RESEARCH ASSISTANT

ESTIMATING THE DISTRIBUTION OF NEW

HIV INFECTIONS IN KENYA

(The Kenya Modes of Transmission Study)

(SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS)

CLOSING DATE: August 30, 2019 at 10.00AM

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Issued by the Public Procurement Oversight Authority: January, 2007

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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 August 20, 2019

Dear Sir/Madam,

1.1 The National AIDS Control Council invites proposals for the following consultancy services –
Selection of Individual Research Assistant for Estimating the Distribution of New HIV Infections in Kenya (The Kenya Modes of Transmission Study)

1.2 More details of the services are provided in the terms of reference herein.

1.3 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

1.4 On receipt of this RFP please inform us
(a) that you have received the letter of invitation; and
(b) whether or not you will submit a proposal for the assignment

Yours sincerely.
Dr. Nduku Kilonzo
Chief Executive Officer
National AIDS Control Council

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

2.1.1 The National AIDS Control Council will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.

2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)

2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.

2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.

2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.

2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The individual consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:

(a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.

(b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.

(c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

(a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.

(b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.

(c) A description of the methodology and work plan for performing the proposed assignment.

(d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked "DO NOT OPEN before **August 30, 2019 at 10.00AM**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

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

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

2.8.1After 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 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 have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

Sf = 100 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 100

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

S = ST xT% + SF x P%

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

St is the technical score
Sf is the financial score
T is the weight given to the technical proposal and
P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1Information 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)

TOR for Research Assistant

ESTIMATING THE DISTRIBUTION OF NEW HIV INFECTIONS IN KENYA

(The Kenya Modes of Transmission Study)

Terms of Reference for KMoT Research Assistant

August, 2019

ANNEX 1: TERMS OF REFERENCE FOR THE KMoT RESEARCH ASSISTANT CONSULTANT

1.0 BACKGROUND

The National AIDS Control Council (NACC) is mandated to promote utilisation of strategic information for research and monitoring and evaluation (M&E) to enhance programming. Strategic information brings forth a sound reflection on the existing nature of HIV burden and trajectory of the HIV epidemic in the country and offers important insights into the impact of various programmes/interventions. The NACC has carried this obligation diligently in collaboration with other agencies within the government, partners and stakeholders by supporting M&E subsystems, survey and surveillance, estimation and modelling, and collation/triangulation of data from various sources to develop reports.

The UNAIDS Fast Track Plan to end AIDS by 2030[1] set out various commitments including reduction of new infections among adolescents and adults by 75% by 2020. The Kenya AIDS Strategic Framework (KASF 2014/15 – 2018/19) also set out to reduce new HIV infections by 75% by 2019[2]. With this ambitious commitments, various interventions were scaled up in Kenya through a multi-sectoral approach geared to achieve the set-out targets. Recent data, shows a declining trend of new HIV infections among adults 15+ years from 63,700 in 2010 to 44,800 in 2017[3]. However, a projection of this trajectory, indicates that we may not attain the 2020 goals. Therefore, to sustain the gains made and improve the strategies to yield more impact, there is need to understand the distribution of acquisition and transmission of HIV among different population groups.

The NACC has planned to carry out a Modes of Transmission (MoT) study. The MoT study is a mathematical modelling approach used to quantify the distribution of new infections according to different individual characteristics. The last Kenya Modes of Transmission (KMoT) study was conducted over a decade ago in 2008[4].

[1] Fast-Track: Ending the AIDS Epidemic by 2030. UNAIDS, 2014.
[2] Kenya AIDS Strategic Framework 2014/15 – 2018/19. National AIDS Control Council. Nairobi, Kenya.
[3] Kenya HIV Estimates Report 2018, National AIDS Control Council. Nairobi, Kenya.
[4] Kenya HIV Prevention Response and Modes of Transmission Analysis, 2009. National AIDS Control Council, Nairobi, Kenya.

It is for this purpose that NACC, is seeking to engage Research Assistants (RAs) to support data collation for the KMoT Report.

2.0 OBJECTIVES

The specific objectives of the consultancy are;

- To support the country in collation of all the required data for the KMoT study.

3.0 METHODOLOGY

The process will adopt the following methodology;

(i) The RAs will be expected to support data collation from various M&E subsystems which include the DHIS2, LMIS, KDHS, IBBS, KAIS, KDHS and the population projections.

(ii) The RAs will be expected to liaise with county technical personnel to validate the collated data through regional meetings.

(iii) The RAs will further be expected to support the Lead Consultant to develop a detailed narrative KMoT Report which must be presented to the Strategic Information (SI) Task Team and to stakeholders during the validation meetings.

4.0 SPECIFIC TASKS

The RAs will be expected to carry out the following tasks:

a. Review the data collation tool and plan with the Lead Consultants on implementation of the data collation process.
b. Support the Lead Consultant, and the Task Force to facilitate workshops, meetings, and retreats related to collating relevant data to be used in development of the KMoT Report.
c. Liaise with various stakeholders to collate all the necessary data elements and information required for the process of developing the KMoT Report.
d. Implement the data collation process through regional meetings with county technical personnel and meetings with national technical personnel.

The RAs will work under the Technical Guidance of the NACC SI Task Team, under the direct supervision of the NACC Head, Monitoring and Evaluation Division.

5.0 EXPECTED OUTPUTS AND DELIVERABLES

1. Data collation implementation plan.
2. Collated and summarized KMoT data.

6.0 QUALIFICATIONS AND EXPERIENCE

Key competencies, tasks and deliverables of the consultant are highlighted below:

a) The RAs **MUST** be a holder of Bachelor's degree from a recognized university in a field relevant to HIV related Strategic Planning and Information Management such as; Epidemiology, Public Health, Research, Monitoring and Evaluation, Statistics or other relevant fields.
b) The RAs should have experience of at least one (1) year working with a wide range of epidemiological data sets using various sophisticated computer based tools/techniques.
c) The RAs should have appropriate technical knowledge and experience to perform the required data entry and management using common computing analytical tools such as Ms Excel, Ms Access, SPSS etc.

7.0 TIME FRAME

A timeframe of fifteen (15) working days will be given to the RAs to finalize the data collation for the KMoT report. This will be spread in the months of September and December 2019. A timeframe is provided in Table 1 below, while detailed scheduled is provided in Table 2.

Table 1: Time Frame

No	Activity	Time lines	Responsibility	Comments	Days
1.	Inaugural meeting	September 2019	NACC & Consultant	Meetings with the NACC technical team and management to agree on the roadmap and timelines.	1

2.	Data collation for KMoT (desk reviews)	Continuous	Consultant	Continuous desk review to collate KMoT data	4
3.	Data collation and county visits (county-cluster data collation meetings)	1st – 3rd October	Consultant	Data collation meetings with county technical personnel	3
4.	Data summary	October, 2019	Consultant	Summarize the data collated through the regional meetings	4
5.	SI task team meeting	5th November	Consultant	1 day meeting to present the draft report to the SI task team for review	1
6.	County validation meetings	12th – 13th November	Consultant	Data collation meetings with county technical personnel (attend at least 1 regional meetings)	2
Total No. of Days					**15**

Table 2: Detailed Activity Schedule

Activity	Description	Lead Persons /Institution	Time frame	Remarks
Wide Consultation on current MoT methodology	Conduct in-country and out of country consultation on the most current MoT methodology. Secure Global expert support and collaborations.	NACC	February and March, 2019	Done
Form Task Team for KMoT drawn from the SI-TWG	Form task team to include NACC, NASCOP, CDC, UNAIDS, UNFPA,WHO, UNICEF, MoH, KP programme, Civil Society	NACC	20th May	Ongoing
Develop Concept note for KMoT	Develop draft TORS to be presented to the task team	NACC & Task team	20th May	Ongoing
Meeting of task team	Discuss and review the draft Concept note	NACC	4th June	Planned
Recruit Consultants, Research Assistants, Data Analysts, Data Collation Tool Developer	Develop TORS and procure the consultants, Research Assistants, and Data Analysts	NACC	18th June	Planned
Core team retreat	Retreat among the SI task team, and the Consultants to map and lay the scope for implementation of KMoT study	Task Team	25-27 June	Planned
Develop KMoT inception report	Consultants to develop the inception report. The inception report will describe: • What needs to be done	Consultants led by Lead consultant	23rd July	Planned

	• Who will do it, and how • What will the final product look like			
Sensitization of the team	Sensitization of the RAs and DAs on their mandate	NACC, Lead Consultants	August, 2019	Planned
Data collation and county visits (regional data collation meetings)	Conduct 6 regional meetings bringing together technical personnel from Counties for data collation. The data will be collated by the RAs then cleaning and analysed by the DA's	SI task team, Consultants, RAs, DAs	September, 2019	Planned
IPM model development	Adopting the IPM model to generate the modes of transmission results/outputs	Modelling Expert, DAs		
Draft KMoT Report	Develop and submit draft KMOT report to NACC by the Consultant	Consultants	October, 2019	Planned
SI Task Team Meeting	SI Task Team meeting to review and endorse the KMoT report as developed by the consultants	NACC, SI core team, consultants	November 5, 2019	Planned
Regional validation meetings	Regional validation retreat to review and endorse the KMoT Report as developed by the consultants and endorsed by the SI Task Team	NACC, SI core team, consultants	November 12, 2019	Planned
Validation meeting	Facilitate a half day validation and dissemination meeting to present the findings to partners and stakeholders	Task team, Stakeholders	28th November	Planned
Printing and dissemination	Print the final report	NACC	10th December	Planned

8.0 REPORTING

The RAs will report to the NACC Chief Executive Officer through the NACC Head, Monitoring and Evaluation Division. Technical guidance to the Consultant will be provided by the SI taskforce/working Group.

SHORT LISTING CRITERIA

STATUTORY REQUIREMENTS- MANDATORY CRITERIA

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

ELIGIBILITY CRITERIA- MANDATORY

No	Requirements	PASS/FAIL
1.	Duly executed Self Declaration on Debarment	
2.	Duly executed Anti-Corruption f Declaration	
3.	Confirmation of nonexistence of conflict of interest on the assignment	

QUALIFICATION CRITERA

	Item Description	Max Score	Score
1	Adequacy and quality of the proposed methodology and work plan	40	
	Methodology **(20 Marks)**		
	Work Plan and timelines **(15 Marks)**		
	Adequacy of proposed suggestions on the Terms of Reference (TORs) **(5 points)**		
2	Key Experts Qualifications, Experience and competence		
	Consultant		
	a) The RAs **MUST** be a holder of Bachelor's degree from a recognized university in a field relevant to HIV related Strategic Planning and Information Management such as; Epidemiology, Public Health, Research, Monitoring and Evaluation, Statistics or other relevant fields.(10 Points)	**10**	
	b) The RAs should have experience of at least six (6) months working with a wide range of epidemiological data sets using various sophisticated computer based statistical techniques; and at least one (1) year in creating databases for cross-sectional data. (i) 1 year experience (5 Marks Each 6 Months) (ii) 2 Similar assignments (10 Marks Each)	**30**	
	c) The RAs should have appropriate technical knowledge and experience to perform the required data entry and management using common computing analytical tools such as Ms Excel, Ms Access, SPSS etc. (20 Marks)	**20**	
	Pass Mark 70 Points	**100**	

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

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

It shall contain the following:-

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

(to be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

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

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

(to be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS
(Lump-sum payment)

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

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS
(Lump-sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this __________ [insert starting date of assignment], by and between. ___________________________________[insert Client’s name] of [or whose registered office is situated at] ________________________________[insert Client’s address] (hereinafter called “the Client”) of the one part AND ____[insert Consultant’s name] of [or whose registered office is situated at] ________________________________ ______[insert Consultants address] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**

(i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.

(ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

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

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

3. **Payment** A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed ___________ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs.____________ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs.____________ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs.__________________ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration** A. Coordinator

The Client designates ___________________________ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph

5 **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.

7. **Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in certain Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance**

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

10. **Assignment**

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

11.	**Law Governing Contract and Language**	The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12.	**Dispute Resolution**	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client	For the Consultant
Full name ______________________	Full name ______________________
Title __________________________	Title __________________________
Signature ___________________	Signature ______________________
Date __________________________	Date __________________________

2. REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF………….20……..

BETWEEN

……………………………………………APPLICANT

AND

………………………………RESPONDENT *(Procuring Entity)*

Request for review of the decision of the…………… (*Name of the Procuring Entity)* of ……………dated the…day 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.

2. etc.

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

1.

2.etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

3.CONFIDENTIAL BUSINESS QUESTIONNAIRE s.33

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

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

Part 1 General

Business Name ....
Location of Business Premises ....
Plot No, ...Street/Road..
Postal address ....Tel No. ....Fax
Email ....
Nature of Business ....
Registration Certificate No. ....
Maximum value of business which you can handle at any one time – Kshs. ....
Name of your bankers..
....
Branch...

Part 2 (a) – Sole Proprietor Your name in full..........................Age.. Nationality...............................Country of Origin................................. Citizenship details...
Part 2 (b) – Partnership Given details of partners as follows Name Nationality Citizenship details Shares 1. ....
Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows Name Nationality Citizenship details Shares 1. ....
Date..Signature of Candidate...........................

4. PERFORMANCE SECURITY FORM

To: .... [Name of NACC]
WHEREAS....................................[name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.___________[reference number of the contract] dated _______________20______to
Supply...

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ....
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

____
Signature and seal of the Guarantors

____
[name of bank or financial institution]

____
__________ [address]

____
_____________ [date]

(Amend accordingly if provided by Insurance Company)

5.**REPUBLIC OF KENYA**

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1: Self-Declaration That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal Act 2015.

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

………………………………… in the Republic of ------ do hereby make a statement as

follows:-

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

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

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

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

Bidder Official Stamp

6.REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD2: Self-Declaration Forms (r 62): self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.

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

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

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

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

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

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

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

....

(Title) (Signature) (Date)

Bidder's Official Stamp

7. BANK DETAILS FORM-

Provide the following bank details for electronic transfer purposes

Name of the Bidder:...

Bank Name :..

Bank branch name ;..

Bank code :..

Bank account :..

PIN Number :..

VAT Number :..

Bank signatory(s) :..

....

Signed/ date.............................