



**REQUEST FOR PROPOSAL FOR PROVISION OF
CONSULTANCY SERVICES TO DEVELOP A TWO- WAY SMS
SYSTEM AND USSD SERVICES TO NACADA**

TENDER NO: NAC/RFP/04/2019-2020

CLOSING DATE: 3RD JANUARY 2020

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SECTION I - LETTER OF INVITATION

TO: **ALL BIDDERS**

20TH DECEMBER 2020

Dear Sir/Madam,

**RE: REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES
TO DEVELOP A TWO-WAY SMS SYSTEM AND USSD SERVICES FOR NACADA -
NAC / RFP / 04 / 2019-2020**

- 1.1 The **National Authority for the Campaign Against Alcohol and Drug Abuse (NACADA)** invites proposals for the Provision of Consultancy Services to Develop a Two-Way SMS System and USSD Services. The consultant is required to develop a software application(s) that can send the right messages at the right time to selected recipients. The system should be able to schedule important reminders and alerts for specific time.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form
- 1.3 Upon receipt, please inform us
- (a) that you have received the letter of invitation
 - (b) whether or not you will submit a proposal for the assignment

Yours sincerely

Victor Okioma
Chief Executive Officer
NACADA

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 NACADA will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by NACADA in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for Provision of Consulting Services to Develop a Two-way SMS System and USSD Services.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with NACADA regarding any information that they may require before submitting a proposal.
- 2.1.4 NACADA will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to NACADA are not reimbursable as a direct cost of the assignment; and (ii) NACADA is not bound to accept any of the proposals submitted.
- 2.1.6 The NACADA employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 There is NOT fee to be charged for the acquisition of RFP document.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the NACADA address indicated in the Appendix "ITC". NACADA will respond by cable, telex, facsimile or electronic mail 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 invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, NACADA may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing

through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The NACADA may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this 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, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by NACADA.

- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last **THREE (3) years**.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. NACADA will make his best effort to complete negotiations within this period. If the NACADA wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". 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 clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any

effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by NACADA shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
Total Points	<u>100</u>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, NACADA shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. NACADA shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than Seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded

when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 21 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to

improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **National Authority for the Campaign Against Alcohol and Drug Abuse**

2.1.1 The method of selection is: **Quality and Cost Based Selection**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are: **Provision of Consultancy Services to Develop a Two-way SMS system for NACADA- NAC / RFP / 04 / 2019-2020**

2.1.3 A pre-proposal conference will **NOT** be held.

2.1.4 The Client will provide the following inputs: **N/A**

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; **Six (6) months**

(iv) The minimum required experience of proposed professional staff is:
[Insert title, number of years of professional experience, specific expertise]
Staff should have degree with three (3) years' experience with lead consultant having a Degree in ICT, two (2) diploma in ICT holders as technicians and two (2) certificate in ICT holders as assistant technicians

2.1.6 (vii) Training is a specific component of this assignment:
Yes

(viii) Additional information in the Technical Proposal includes:
NONE

2.1.7 Taxes: **AS PER KENYAN LAW**

2.5.2 Consultants must submit an original copy of each proposal.

2.5.3 The proposal submission address is: **The Chief Executive Officer, National Authority for the Campaign Against Alcohol and Drug Abuse, P.O Box 10774-00100, Nairobi** Information on the outer envelope should also include: **TENDER REFERENCE NUMBER**

2.5.4 Proposals must be submitted no later than the following date and time: **3rd January 2020 at 10.00am**

2.6.1 The address to send information to the Client is:

**The Chief Executive Officer,
National Authority for the Campaign Against Alcohol and Drug Abuse,
P.O Box 10774-00100, Nairobi**

2.6.3 The minimum technical score required to pass is **70 marks**

2.7.1 Alternative formulae for determining the financial scores is the following:

$$Sf = 100 X \frac{FM}{F}$$

The weights given to the Technical and Financial Proposals are:

T=_____ 0.7

P=_____ 0.3

2.9.2 The assignment is expected to commence in **February 2020** at **NACADA Head Office - Nairobi**

SECTION III: - TECHNICAL PROPOSAL

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5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____ [Date] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a
Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment]

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description:_____
Price Component	Amount(s)
Remuneration Reimbursables Miscellaneous Expenses Subtotal	 _____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			_____
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR TWO-WAY SMS SERVICES FOR NACADA- FY2019-20

1. Introduction

This document sets out the Terms of Reference to be used by the Consultant/Consultancy firm tasked with provision of a Two-way SMS system on behalf of NACADA.

The target audience for the Two-way SMS system reports and feedback from the above exercise is the National Authority for the Campaign Against Alcohol and Drug Abuse (hereinafter referred to as “NACADA” or “the Authority”). The Consultant is expected to adhere to and fulfill ALL the terms set out herein, however, he/she is specifically invited to take note and comply with **Clause 4 – Management and Execution of Assignment**.

2. Background

The National Authority for the Campaign Against Alcohol and Drug Abuse (NACADA) was established vide an Act of Parliament in July 2012 to coordinate a multi-sectoral effort aimed at preventing, controlling and mitigating the effects of alcohol and drug abuse in Kenya.

The functions of NACADA as provided in the National Authority for the Campaign Against Alcohol and Drug Abuse Act, 2012 are to:

- (a) Carry out public education on alcohol and drug abuse directly and in collaboration with other public or private bodies and institutions;
- (b) Coordinate and facilitate public participation in the control of alcohol and drug abuse;
- (c) Coordinate and facilitate inter-agency collaboration and liaison among lead agencies responsible for alcohol and drug-demand reduction;
- (d) In collaboration with other lead agencies, facilitate and promote the monitoring and surveillance of national and international emerging trends and patterns in the production, manufacture, sale, consumption, trafficking and promotion of alcohol and drugs prone to abuse;
- (e) In collaboration with other lead agencies, provide and facilitate the development and operation of rehabilitation facilities, programmes and standards for persons suffering from substance use disorders;
- (f) Subject to any other written law, license and regulate operations of rehabilitation facilities for persons suffering from substance use disorders;
- (g) Coordinate and facilitate, in collaboration with other lead agencies and non-State actors, the formulation of national policies, laws and plans of action on control of alcohol and drug abuse and facilitate their implementation, enforcement, continuous review, monitoring and evaluation;
- (h) Develop and maintain proactive co-operation with regional and, international institutions in areas relevant to achieving the Authority's objectives;
- (i) In collaboration with other public and private agencies, facilitate, conduct, promote and coordinate research and dissemination of findings on data on alcohol and drug abuse and serve as the repository of such data;
- (j) In collaboration with other lead agencies, prepare, publish and submit an alcohol and drug abuse control status report bi-annually to both Houses of Parliament through the Cabinet Secretary;

- (k) Assist and support County governments in developing and implementing policies, laws and plans of action on control of drug abuse; and
- (1) Carry out such other roles necessary for the implementation of the objects and purpose of this Act and perform such other functions as may, from time to time, be assigned by the Cabinet Secretary.

Towards fulfilling the above mandate, NACADA coordinates a multi-pronged public education and awareness campaign against alcohol and drug abuse by packaging and disseminating targeted behavior and attitude change information to various target populations through electronic, print and other media.

3. Details of Assignment

Core function

The Authority seeks to contract consultancy services from suitably qualified firms to develop a Two-way SMS system for NACADA as per FY 2019/20 Performance Contracting guidelines.

Overall objective of the consultancy

The overall objective of the assignment is to develop a Two-way SMS system for NACADA.

Specific Objectives of Consultancy

To fulfill the above objective, NACADA is seeking to engage a consultancy firm to work with the Authority's Corporate Communications Department to develop a 2-way SMS system for the Authority.

The consulting firm's duties and responsibilities will include but will not necessarily be limited to the following;

- Technical/Financial Proposal Development
- Participation in consultation meetings with the Authority management to process indicators and consensus building;
- Development of an inception report and data collection tools
- Training of selected NACADA staff
- Presentation of findings to the Authority for validation.

Specific Deliverables of the Consultancy

- a) Provision of 2 WAY SMS and USSD services:** Development of a software application/applications that can send the right messages at the right time to select recipients.
- b)** Schedule important reminders and alerts for specific time in the future and to make sure staff, consultants, the general public and the customers never miss important updates or vital information.
- c) History (Sent SMS):** The application should be able to indicate on the screen the total number of recipients, message body, status of the SMS (if the message is successfully delivered or not) sent time and action taken, edit and resend vital details, delete sessions and unsubscribe contacts
- d) Received SMS-** Indicating the origin of the message, the body of the message, time received and action taken including sent, reply, view details, delete message and unsubscribe.
- e) Periods:** Select time period for display, export messages, search for specific messages and switch view.
- f) Templates-**Develop pre-defined templates for faster SMS communication with the contacts which can be exported and contents viewed conspicuously on the server, last dates modified, and action taken like send SMS using the template, edit template and delete template.

- g) Sender settings-** It must have local and international settings indicating destinations sent from and type. It must create or generate sender ID, status and ability to create more senders.
- h) Emails to SMS-** All emails and addresses in the list must be able to send SMS messages using email to SMS service e.g. country code mobile number@yahoo.com sending email messages to people's phones.

Additional tasks

- i. Provide free downloads to Macs and PC
- ii. View all contacts instantly
- iii. Listing of recipients
- iv. Recently sent texts
- v. Inserting of tags
- vi. Scheduling of messages
- vii. Creation of groups and addresses
- viii. Sending and receiving both single and bulk SMSs
- ix. Provision of call center services with the possibility of compatibility with Pcs AND Mac computers
- x. Viewership of incoming calls and messages, instant response mechanism through immediate response.
- xi. Ability to receive calls on a desk top or on a MAC computer

Compatibility: Integration with the currently existing NACADA Coded text services and ability to provide defined personal and customized sender.

Interaction with other data bases: Automatic development of contacts from the public
Possibility of working with all mobile service providers in Kenya and beyond.

Provision of USSD application- NACADA sub offices: Provision of communication centers though NACADA offices and generation of reports to all users.

Security: Ability to be protected though user name and password
Web based Application with friendly user interface and access rights.

Help and support: Provide instant feedback in-case of any immediacy and Training and support of technical staff.

Any other that may be identified by the Authority from time to time.

4. Management and Execution of Assignment

NACADA, as the Client, shall have overall responsibility for managing this assignment. The Consultant will work closely with the Authority.

The Consultant will be expected to demonstrate that he/she subscribes to the ideal of working towards a drug-free nation. The Consultant will be expected to demonstrate that he/she DOES NOT in any way support, work for or partner with parties engaged in the production, manufacture, sale, marketing and/or promotion of alcoholic beverages, narcotic drugs and other intoxicating substances.

5. Methodology

The methodology on the development of a two-way SMS system should be participatory both with the Management, specific operation team and consultancy firm to enhance consensus.

6. Quotation Requirements

The consulting firm shall provide a technical and financial proposal separately for the assignment as below:

(a) Technical proposal that shall include:

- Experience of the Consultant/Consultancy firm in developing two-way SMS systems. {attach completion or recommendation letters of similar works conducted in the past two years}
- Capacity statement of the key personnel – their qualifications and competence in undertaking the assignment. Such personnel should include the lead manager and any complementary staff indicating their technical and educational backgrounds including past experience in undertaking related assignment. {attach Curriculum Vitae, copies of academic certificates and testimonials}
- A brief outline of the proposed technical approach and methodology to carry out the media monitoring.
- A clear and elaborate work plan and timeframes.
- Statutory obligations: Note that bids without valid documents will not be evaluated
 - (i) Copy of incorporation or registration
 - (ii) Copy of PIN, VAT registration and Tax Compliance Certificate

(b) Financial proposal that should include:

- (i) An itemized line by line budget proposal for consultancy fees as well as administrative costs if any.
- (ii) Terms and schedule of payment.

7. Submission, Receipt and Opening of Proposals

The original proposal (Technical and Financial Proposals) shall be printed in indelible ink and shall contain no interlineations or overwriting. The original Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**, and the original of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**.

Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked, **“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE.”** The Financial Proposal envelopes will be sealed in a tamper proof box in the presence of the Opening Committee members.

The completed technical and Financial Proposals must be delivered at the submission address on or before the time and the date stated in the cover letter. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee in one sitting. The Financial Proposal shall remain sealed and deposited with a responsible officer of NACADA up to the time for public opening of financial proposals.

8. Evaluation of Bids

The evaluation committee appointed by NACADA shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

The technical proposal shall carry 70% of the total mark while the financial evaluation shall carry 30%.

Criteria Points

Key headings	Marks
Specific experience of the consultancy firm related to the assignment	20 Marks
Capacity of the key personnel	40 Marks
Adequacy of the methodology	15 Marks
Adequacy of the work plan and time frame for the assignment	15 Marks
Audited Financial Statements three (3) years	10 Marks
Maximum marks	100

Each responsive proposal will be given a technical score. A proposal shall be rejected at this point if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 70 marks.

9. Appendix to Information to Consultancy Firm's Proprietary Right

The report(s) generated as a result of the development of the two-way SMS System shall remain the property of NACADA.

EVALUATION CRITERIA

The evaluation exercise will be carried out in three stages;

- a) Preliminary Evaluation
- b) Technical Evaluation
- c) Financial Evaluation

Preliminary Evaluation

At this stage the committee will be checking the attachment of the mandatory requirement to the technical Proposal where the scores will be a Yes/No answer. Any “NO” response is marked then that particular proposal will be non-responsive.

Mandatory Requirement

- d) Certified Copy of Certificate of Registration or Incorporation
- e) Valid Tax Compliance Certificate.
- f) KRA pin Certificate
- g) Single Business Permit
- h) CR 12 Certificate
- i) Self-declaration statement for not to engage in corruption.
- j) Self-declaration statement for not having been debarred.
- k) Certified copy of the license from CA

Technical Evaluation

During the technical evaluation the committee will examine the technical qualification of the bid as provided in the criteria tabulated below. Any proposal that will score below 70% marks will be Non- responsive.

S/NO	General Criteria	Specific Criteria	Score
1	Experience of the consultant at least Three (3) years	Three (3) years specific experience	20 Marks
		Any other, $E=(n/3)*20$	
2	Qualification and capacity of key Personnel with three (3) years' experience	Degree in ---with 3 years' experience	20 Marks
		Degree in ---- with less years' experience, $Q=(n/3)*25$	
		Diploma in ICT with 3 years' experience	15 Marks
		Diploma in ICT with less years' experience, $Q=(n/3)*15$	
		Certificate inwith 2 years' experience	5 Marks
Certificate in With less years' experience, $Q=(n/3)*10$			
3	Adequacy of work plan	Timing of activities in relation	15 Marks

		to proposed staff months	
4	Adequacy of the methodology	The systematic approaches to be used to carry out the exercise and training of staff	15 Marks
5	Audited Financial Statements three (3) years	Audited Financial statement by certified External Auditor for Three (3) years	10 Marks
		Audited Financial Statement by Certified External Auditor for less Years, $S=(n/3)*10$ marks	
TOTAL SCORE			100 Marks

Financial Evaluation

During this process the committee will be looking at the competitiveness of the prices as proposed by the consultants of which the following formula will be applied.

$$Sf = 100 \times \frac{FM}{F};$$

where **Sf** is the financial score; **Fm** is the lowest priced financial proposal and **F** is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *p* = 1) indicated in Clause 2.7.1 above. The combined technical and financial score, *S*, is calculated as follows: - $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

ANNEX

CONTRACT FOR CONSULTING SERVICES

**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM 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.
 - (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.

(i)

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, 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

(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

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

- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

(iii)

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary