



REQUEST FOR PROPOSALS (RFP)

TENDER NO: IRA/064/2020-2021

**PROVISION OF CONSULTANCY SERVICES FOR TCF
NATIONAL CUSTOMER SATISFACTION SURVEY**

**INSURANCE REGULATORY AUTHORITY (IRA)
ZEP RE PLACE, LONGONOT ROAD, UPPERHILL
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NAIROBI.**

Tel: +254-20-4996000

E-mail: procurement@ira.go.ke

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NOVEMBER, 2020

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SECTION I: LETTER OF INVITATION

3rd November, 2020

TO:

ALL BIDDERS

Dear Sirs,

RE: TENDER NO: IRA/064/2020-2021: REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR TCF NATIONAL CUSTOMER SATISFACTION SURVEY

- 1.1 The Insurance Regulatory Authority (IRA) invites sealed proposals from eligible bidders for Provision of Consultancy Services for TCF National Customer Satisfaction Survey. The tender is eligible to firms owned by Youth, Women and Persons with Disability. However, price preference will be given to firms owned by Youth. The scope of services is detailed in the terms of reference.
- 1.2 The Request for Proposal (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 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of **90** days from the closing date of the tender.
- 1.4 Interested candidates may obtain further information from and inspect the Tender documents at the Insurance Regulatory Authority offices (Procurement Office) at Zep-Re Place, Longonot Road, Upper Hill, (Tenth Floor) Nairobi during normal working hours and/or downloaded from the Authority's website at **<https://www.ira.go.ke>** or the Public Procurement Information Portal **www.tenders.go.ke** free of charge.
- 1.5 Interested and eligible bidders are required to download the tender document from the websites free of charge and immediately email their names and contact details to: **procurement@ira.go.ke** for purposes of any clarification communication or addenda.

- 1.6 Completed tender documents are to be submitted virtually via the **email address bids@ira.go.ke and copied to fc helimo@ira.go.ke with password protection** and be addressed to:-

Chief Executive Officer,
Insurance Regulatory Authority,
10th Floor Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505 – 00100 Nairobi, Kenya
Telephone: +254-20-499600
Email: procurement@ira.go.ke; Website: <http://www.ira.go.ke>

so as to be received on or before **10th November, 2020 at 2:00 p.m.**

- 1.6 A pre-proposal conference will be **held virtually via Zoom Video Conferencing Platform on 5th November, 2020 at 2:00 p.m.** The login credentials will be **posted on the IRA website.**
- 1.7 Tenders will be opened on **10th November, 2020 VIRTUALLY** via zoom video conferencing platform. You shall be required to **provide your password for Technical Proposal on 10th November, 2020 before 2:00 p.m.** via the **email address bids@ira.go.ke and copied to fc helimo@ira.go.ke**
- 1.8 IRA is a corruption free organization. Any corruption attempt, pressure or influence should be reported to the C.E.O on the address provided in clause 1.6 above or e-mail ethics@ira.go.ke
- 1.9 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,

FELIX K. CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

CHECK LIST.

Bidders are required to comply with the following check list while preparing their tenders:-

No.	Requirement	✓	X
a)	Certificate of Registration/Incorporation		
b)	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA). The certificate should be valid as at the day of tender submission.		
c)	Dully filled Confidential Business Questionnaire Form (MUST be filled and signed by authorized signatory)		
d)	Attach certified copies of Identification Documents (ID's or valid passports) of the owners/Directors of the firms and certified copy of the latest CR12 issued by the Registrar of companies. In case of Partnerships, provide name of partners.		
e)	Attach copy of Valid Single Business Permit from County Government.		
f)	Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/Managing Director and filled in the format required.		
g)	Properly bound document/ well-presented document. All pages of the Tender document should be serialized or serially numbered in the format required.		
h)	Provide copies of audited accounts for the last two (2) years 2018 and 2019 where applicable		
	Complied/ Not Complied		

SECTION II: INFORMATION TO CONSULTANTS (ITC)

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SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” 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 the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 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 the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity 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 the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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 Client's address indicated in the Appendix "ITC". The Client 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, the Client may for any reason, whether at his 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 Client may at his 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 the Client.
- (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 ten (10) 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 90 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. The Client will make his best effort to complete negotiations within this period. If the Client 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, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no inter lineation 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 An Evaluation Committee appointed by the Client shall evaluate the winning proposal that shall have passed the technical and financial evaluation.

	<u>Points</u>
(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 Program me (Training)	(0-10)
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, the Client 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. The Client 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 un priced 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 formulae is indicated in the Appendix "ITC", be as follows:- $Sf = 100 \times F_m / F$ where Sf is the financial score; F_m 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 30 days of from the date of opening the tender.
- 2.8.7 For this consultancy assignment, price variations shall not be allowed.
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% 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 should there be any will be held at the clients offices. 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, quoted prices 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 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: **Insurance Regulatory Authority (IRA)**. The tender is eligible to firms owned by Youth, Women and Persons with Disability. However, price preference will be given to firms owned by Youth.

2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**

2.1.2 Technical and Financial Proposals are requested: **Yes (submitted virtually via the email address bids@ira.go.ke and copied to fc helimo@ira.go.ke with password protection).**

The name of the assignment: Provision of Consultancy Services for TCF National Customer Satisfaction Survey.

The objectives of the assignment: **As per Terms of Reference in Section V of Request for Proposal document.**

2.1.3 A pre-proposal conference will be held: **Yes. Pre-proposal meeting to be held virtually via Zoom Video Conferencing platform on 5th November, 2020 at 2:00 p.m. The login credentials will be posted on the IRA website.**

The name(s), address (es) and telephone numbers of the Client's official(s) are:

Mr. Robert Kuloba Chief Manager, Policy, Research & Development	Mr. Felix Chelimo Manager, Procurement
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**Insurance Regulatory Authority,
10th Floor, Zep-Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100,
NAIROBI.**

Telephone: +254-20-49960200

E-mail: procurement@ira.go.ke

2.1.4 The Client will provide the following inputs:

The client shall provide relevant documentation, provide letters of introduction to and provide conference facilities for strategy meetings. Further, the client will set up a team to be charged with reviewing the TORs, reviewing and commenting on the inception report, reviewing and commenting upon the evaluation deliverables (draft report, case studies,) being available for interviews with the evaluation team. However, the client

shall not provide administrative support services like transport, computers, printers, materials etc.

2.3.3 The estimated number of professional staff months required for the assignment is:-

(i) **Three (3) months**

(ii) The minimum required experience of proposed professional staff is:-

Staffing

Suggested staffing for the consultancy should include some or all of the following positions.

a) Team leader: Serves as the primary liaison with the IRA project manager and manages all activities under this consultancy. Provides overall technical direction and work flows. Assumes lead responsibility for developing the workplan and proposal and necessary staff recruitment and training. Coordinates and stays abreast of all day-to-day project activities and resolves problems that arise. Responsible for ensuring the quality of deliverables and submitting them on schedule and within budget. Works with IRA to analyze and interpret the collected data and to draft the survey report. The proposed candidate will have a Masters level or higher university degree in social sciences or a related field with at least 10 years' experience leading similar survey evaluations.

b) Deputy Team Leader: Develops data collection plans and schedules, working with the team leader and the IRA team. Assumes lead responsibility for survey scheduling and logistics, plays a lead role in data collection training and pilot testing. Works in the field during data collection to provide overall management of data collection teams to ensure survey operations follow protocols and stay on schedule. Troubleshoots and resolves emerging issues in consultation with the team leader and IRA team. The proposed candidate will have a university degree in social sciences or a related field, experience managing similar field teams for evaluation surveys.

c) Data collectors: Collect data for the survey working with other members of their team and under the direction of the team leads. Participate in the data collection

training and pilot testing. Proposed data collectors will have prior experience in collecting survey data and will have completed university

d) Data manager: Responsible for the management of data from the point of field collection to the creation of analysis files. Manages electronic data entry (if needed). Oversees the data cleaning process and ensures that the survey files are prepared and cleaned according to the SOPs and that the data editing process is thoroughly documented. Prepares the final analysis file and its documentation. The proposed candidate will have a university degree and prior experience as a data manager for a large survey.

2.3.4 (i) Training is a specific component of this assignment:

No.

(ii) Additional information in the Technical Proposal includes:

N/A

2.4.2 Taxes: **All taxes are applicable.**

2.4.6 The Proposal must remain valid for 90 days after the submission date.

2.5.2 Consultants must submit Completed Technical and Financial Proposals virtually via the **email address bids@ira.go.ke and copied to fc helimo@ira.go.ke with password protection** and be addressed to:-

Chief Executive Officer,
Insurance Regulatory Authority,
10th Floor Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505 – 00100 Nairobi, Kenya
Telephone: +254-20-499600
Email: procurement@ira.go.ke; Website: <http://www.ira.go.ke>

so as to be received on or before **10th November, 2020 at 2:00 p.m.**

2.5.3 The proposal submission address is:-

email address bids@ira.go.ke and copied to fc helimo@ira.go.ke with password protection.

Information on the submission should include:-

Tender No. IRA/064/2020-2021- Provision of Consultancy Services for TCF National Customer Satisfaction Survey.

2.5.4 Proposals must be submitted no later than the following date and time: **10th November, 2020 at 2:00 p.m.** virtually via zoom video conferencing platform.

2.6.1 The address to send information to the Client is:

**Insurance Regulatory Authority,
10th Floor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100,
NAIROBI.**

**Telephone: +254-20-499600,
E-mail: procurement@ira.go.ke**

a) Preliminary Evaluation

The following are Mandatory Requirements which bidders must comply with: -

- (b) Certificate of Registration/Incorporation
- (c) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA). The certificate should be valid as at the day of tender submission.
- (d) Dully filled Confidential Business Questionnaire Form (**MUST be filled and signed by authorized signatory**)
- (e) Attach certified copies of Identification Documents (ID's or valid passports) of the owners/Directors of the firms and certified copy of the latest CR12 issued by the Registrar of companies. In case of Partnerships, provide name of partners.
- (f) Attach copy of Valid Single Business Permit from County Government.
- (g) Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/Managing Director and filled in the format required.
- (h) Properly bound document/ well-presented document. All pages of the Tender document should be serialized or serially numbered in the format required.
- (i) Provide copies of audited accounts for the last two (2) years 2018 and 2019 where applicable.

(b) Technical Evaluation

This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used:-

No.	TECHNICAL EVALUATION	Score
1	Understanding of the Assignment	(50)
	Purpose of undertaking the TCF National Customer Survey– Clarity on what the survey findings will be used for and why – 10 marks	
	Adequacy of the proposed methodology (Survey design, target population, sampling, sample size and justification for methodology adopted – 20 marks	

	Implementation of the survey – data collection, analysis, reporting, quality control, work plan - 20 marks	
	Qualifications and Experience	(30)
2	Experience and qualifications of the proposed Team Leader for the consultancy	
	Academic Qualifications	
	Masters level or higher university degree in social sciences or a related field (4 marks)	7
	Degree in social sciences or a related field (3 marks)	
	Experience	
	10 years' experience leading similar surveys (8 marks)	8
	5 – 9 years' experience leading similar surveys (6 marks)	
	Less than 5 years' experience leading similar surveys (4 marks)	
3	Experience and qualifications of the other proposed Team Members for the consultancy	
	Academic Qualifications	
	Degree in social sciences or a related field	7
	Experience	
	5 years' experience in undertaking similar surveys(8 marks)	8
	3 – 4 years' experience in carrying out similar assignments (6 marks)	
	Less than 3 years' experience in carrying out similar assignments (4 marks)	
	Subtotal	80

Total Technical Score: 80 Marks.

Weightage: The total technical score will carry 80% of overall evaluation score (combined Technical and Financial score).

The minimum technical score required to pass: **80%.**

The weights given to the Technical and Financial Proposals are:

T= 0.80

P= 0.20

a) Financial Evaluation

Price preference will be made as follows:-

- Firms owned by the Youth – 20%
- Firms owned by women – 15%
- Firms owned by Persons with Disabilities – 5%
- Citizen Contractors – 0%

Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each bidder.

Weightage: This section will carry a total of 20 % of the overall evaluation score.

The formula for determining the financial scores is the following:

S_f = 100 x F_m/F, in which **S_f** is the financial score, **F_m** is the lowest price and **F** is the price of the proposal under consideration.

The single currency for price conversions is: Kenya Shillings

The source of official selling rates is: Central Bank of Kenya. The date of exchange rates is: the last date on which the proposal will be submitted.

b) Combined Technical and Financial Scores

The following formula shall be used: T.S (80%) + F.S (20 %) = T.T.L (100 %)

T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.L = Total Score

The Tenders will be opened virtually via Zoom platform as follows:

- a) Participating bidders must download zoom application in their computers, laptops, tablets or any other mobile device they will be using;
- b) The company representative participating virtually in the bid opening proceedings must be the authorized person to represent the company in tender opening;
- c) Opening shall commence immediately after **10th November, 2020 at 2:00 p.m.** and the bidders' representatives shall be free to follow the proceedings via zoom.
- d) In the event that the zipped file is too large, you can use the option of <https://wettransfer.com> then forward it to the same email recipient.

2.8.1 The invitation for opening of Financial proposal will be sent via email and the notice period will be within a period of 4 hours. Successful bidders are required to send passwords of their financial proposal for opening.

2.10.2 The assignment is expected to commence on **December , 2020.**

SECTION III: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III: TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM *(in Company letterhead)*

[_____ *Date*]

**The Chief Executive Officer
Insurance Regulatory Authority
10th Floor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100
Nairobi, Kenya.**

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:
Client Address (<i>Postal & Telephone</i>):		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of services (Kshs)
Name of Associated Consultants. If any:		No. of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader, Principal Analyst) involved and functions performed:		
Narrative Description of project:		
Description of actual services provided by your staff:		

(Authorized representative)

Signature: _____

Full Name: _____

Title: _____ Date_____

Note: Actual signed letters (scanned and appended or otherwise) of recommendations from the various clients for similar projects completed successfully should also be provided. Letters of offer for the various projects shall not suffice.

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.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Core Technical/Research 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/ Company 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 authorized 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	
2. Interim Progress Reports	
3. Draft Report	
4. Final Report	

9. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 - General:

Business Name
(Attach Copy of Registration Certificate/Certificate Incorporation)

Location of Business Premises

Plot No. Street/Road

Postal Address.....Tel. No. (Landline).....

Mobile Phone(s):.....

Website:..... E-mail:.....

Nature of Business

Current Trade License (Single Business Permit from a County Government)

No. Expiring Date
(Attach Copy of Valid Trade license)

V.A.T No.....
(Attach Copy of V.A.T Certificate)

Tax Compliance Certificate No..... Expiring Date.....
(Attach Copy of Valid Tax Compliance from Kenya Revenue Authority)

Maximum value of business which you can handle at any one time:
K£.....

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

Give details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.				
2.				

Part 2 (c) Registered Company:

Private or Public

State the nominal and issued capital of the company:-

Nominal K£

Issued K£

Give details of all Directors as follows:-

	Name	Nationality	Citizenship Details	Shares
1.				
2.				
3.				
4.				
5.				

I certify that the above information is correct.

Authorized Signature..... Date:

Affix Rubber Stamp

10. SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

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

A. **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.

B. **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.

C. **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*)

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

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

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

Bidder's Official Stamp

I certify that the above information is correct.

Authorized Signature..... Date:

Affix Rubber Stamp

11.TENDER-SECURING DECLARATION FORM

The Bidder shall complete this Form in accordance with the instructions indicated

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:..... [insert complete name of Purchaser]

I/We, the undersigned, declare that: -

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....

Capacity / title (director or partner or sole proprietor, etc.)
.....

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

Dated on day of, [Insert date of signing]

Seal or stamp

SECTION IV: FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

1. The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys e.t.c as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
2. The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
3. The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM (in Company letterhead)

_____ [Date]

**The Chief Executive Officer
Insurance Regulatory Authority
10th Floor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100
Nairobi, Kenya.**

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		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity _____	No.:	Description:_____
Price Component		Amount(s)
Remuneration		
Reimbursable		
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

1. BACKGROUND AND RATIONALE

The Constitution of Kenya 2010, the Consumer Protection Act 2012 and the International Association of Insurance Supervisors guidance notes place a high premium on fair treatment of consumers/customers. In line with this, the Authority implemented the Treating Customers Fairly Framework (TCF) in the industry. Implementing the TCF framework puts a higher responsibility on, insurers and service providers to ensure they design, distribute, and serve consumers of insurance services to a set standard to address specific market conduct issues. The framework has six outcomes that insurers are required to adopt.

They include:

TCF culture; products and services meet customer needs; customers are kept well informed and updated by insurers before, during and after point of sale; advice given be accurate and suitable taking into account circumstances of the consumer; customer experience with products performance is of an acceptable standard and the service is in tandem with what they have been led to expect by insurers. Further, Customers should not face unreasonable post-sale barriers imposed to change products, submit a claim or make a complaint.

The six outcomes are applicable to the entire product life cycle: product and service design; promotion and marketing; advice; point of sale; information after point of sale; and, complaints & claims handling.

2. STATEMENT OF THE PROBLEM

The requirement for insurers to treat their customers fairly is not new: it has been and continues to be part of the internationally best practice accepted standards and is also anchored in the IRA strategic plan 2018-2022. It is therefore a key consumer protection agenda for IRA that aims to ensure an efficient and effective market with a focus on informed consumers, simple and understandable information for, and used by,

consumers, well managed and adequately capitalized firms who treat their customers fairly; and risk-based and proportionate regulation.

The Authority rolled-out the implementation of TCF in the insurance industry in January 2017 and it is expected that insurers adhere to the requirements of the framework. In TCF, IRA is keen on resting responsibility for its success on senior management as they are expected to embed the principle of TCF in their corporate strategy and to build it into their company's culture and day-to-day operations. This means addressing the fair treatment of customers through the product lifecycle, including: product design and governance; identifying target markets; marketing and promoting the product; sales and advice processes; after-sales information and services; and complaint handling.

To ensure its full implementation, the Authority rolled out stakeholder awareness program targeting chief executive officers of insurance companies, senior management as well as other regulated entities such as brokers and agents. In order to enable monitoring and evaluation of scale of uptake and roll out of TCF, a baseline study was carried out among insurers. Two follow-up studies have also been carried out subsequently to measure progress of TCF implementation. The studies employed a self-evaluation approach in which case insurance firms rated themselves on their progress in implementing TCF initiatives with respect to the six outcomes set out in the framework.

In undertaking the survey, the primary assumption was that the TCF initiative starts from the position that the vast majority of insurance firms intend to treat their customers fairly. Indeed, what is required of firms varies considerably depending on their starting point. And in reaching an overall view on industry progress with delivering the TCF consumer outcomes it has been observed that the position is complex – every firm is unique, and the challenges that firms face will depend on a range of factors including size, structure, and the lines of business

and markets in which they operate. Overall, the baseline TCF self-assessment index was computed to be 90% in 2019 with varying rating across all the six outcomes for all the insurance companies. To cross-validate the self-rating of insurance companies on TCF implementation, the Authority conducted a national TCF customer satisfaction survey in 2019; the TCF baseline customer satisfaction index was determined to be 64% showing a significant variation with how insurers perceive to treat their customers. A follow-up TCF National Customer survey showed an improvement in customer satisfaction index by 2.83% to stand at 66.83% from the baseline. Customer experience is considered one of the major causes of low uptake of insurance services in Kenya. To keep abreast with how insurers, treat their customers, the Authority wishes to conduct a second follow-up survey on TCF national customer satisfaction survey among insurance customers and potential customers as per the requirement in the Authority's 2018-22 strategic plan to conduct the TCF customer survey annually.

3. OBJECTIVES OF THE STUDY

This second follow-up TCF National customer seeks to assess customer experiences with insurance services consistent with the TCF framework. Specifically, the study will assess the extent to which;

- i. Consumers of insurance services are confident that the insurance companies they deal with have as their corporate culture fair treatment of customers
- ii. Products and services marketed and sold by insurance companies are designed to meet the needs of identified consumer groups and that they are targeted accordingly
- iii. Consumers are provided with clear information and kept appropriately informed before, during and after buying insurance
- iv. The advice received by consumers is deemed suitable and takes into account their circumstances
- v. Consumers are provided with insurance products that perform as insurance companies have led them to expect, and the associated service is both of an acceptable standard and as they have been led to expect
- vi. Consumers do not face unreasonable post-sale barriers imposed by insurance companies to change product, switch provider, submit a claim or make a complaint

- vii. Based on the findings of the analysis, make recommendations for enhancing service delivery to insurance consumers.

4. METHODOLOGY

It is envisaged that a mixed method research method will be adopted. The consultant is expected to develop a detailed methodology clearly indicating how it would lead to obtaining of information that will answer study objectives. In addition, the consultant will be expected to provide a detailed justification of the methodology adopted.

5. SCOPE OF WORK

The Authority is seeking the services of an independent consultant to;

- i. Assess motivations of consumers of insurance services to good quality services.
- ii. Analyze TCF components from consumer perspective.
- iii. Assess opportunities for entrenching TCF fair customer treatment practices.
- iv. Assess service delivery needs of consumers in line with TCF, how the different TCF outcomes could meet their needs
- v. Propose solutions that could be implemented by IRA as part of the TCF a. framework
- vi. Suggest appropriate TCF indicators and interventions to be included in the roll out of TCF to benefit consumers and the accompanying Work Plan

The consultant should in undertaking the assignment consider what is sensible for consumers to do to protect their own best interests when potentially making a financial decision during an advised sale. This may include but not limited to:

- i. read advertisements and other material carefully;
- ii. engage properly with the insurance company and provide accurate information,
- iii. while raising questions if uncertain about any aspect;
- iv. read any suitability offer or proposal forms and ensure that it properly reflects the discussions when insurance companies or their agents are prospecting for business
- v. use cooling off periods to consider whether to go ahead;

The consultant shall be required to develop a policy brief from the findings. *Technical Approach*

In narrative format, please describe the approach you will use to carry out the tasks under the Scope of Work and fulfil the six deliverables. Please present this information by Task. The approach should demonstrate understanding customer service survey objectives and methodology, and clearly identify how you propose to implement this methodology. Describe steps you will take to ensure high quality data are collected and the data quality assurance steps that will be undertaken throughout the data management and analysis phases. Please also include in an illustrative timeline for all Tasks and Deliverables. A Gantt Chart could be used for that purpose.

Staffing and Management Plan

In narrative format, please present a staffing plan for the project and include an organogram for the project team and how it relates to the larger organization. Please provide position titles, outline the roles and responsibilities of each position, and note how many individuals will hold each position. List the names of all proposed staff, their proposed positions on the project, their key qualifications for the assigned positions, and their proposed level of effort on this project. Also include CVs for all named staff (maximum length of 2 pages per CV). If recruitment of some associate consultants is planned for some of the positions, please indicate which ones and describe the recruitment process.

Please describe the management strategies that will be established and implemented to ensure the work is of highest quality and completed within the agreed upon timeframe. This description should include a proposed communications plan (internally, and with the IRA project team and project stakeholders) and quality assurance measures.

Please outline anticipated management challenges based on past experience and how these challenges would be addressed (i.e., prevented or resolved) should they arise in

this project. Please describe these challenges and proposed resolutions specific to each of the Scope of Work Tasks.

Budget

This is a fixed-price contract. So please prepare a detailed line-item budget for each of the deliverables described for each item, list the item, unit cost, and number of units.

Staffing

Suggested staffing for the consultancy should include some or all of the following positions.

Team leader: Serves as the primary liaison with the IRA project manager and manages all activities under this consultancy. Provides overall technical direction and work flows. Assumes lead responsibility for developing the workplan and proposal and necessary staff recruitment and training. Coordinates and stays abreast of all day-today project activities and resolves problems that arise. Responsible for ensuring the quality of deliverables and submitting them on schedule and within budget. Works with IRA to analyze and interpret the collected data and to draft the survey report. The proposed candidate will have a Masters level or higher university degree in social sciences or a related field with at least 10 years' experience leading similar survey.

Deputy Team Leader: Develops data collection plans and schedules, working with the team leader and the IRA team. Assumes lead responsibility for survey scheduling and logistics, plays a lead role in data collection training and pilot testing. Works in the field during data collection to provide overall management of data collection teams to ensure survey operations follow protocols and stay on schedule. Troubleshoots and resolves emerging issues in consultation with the team leader and IRA team. The proposed candidate will have a university degree in social sciences or a related field, at least 5 years' experience managing similar field teams for evaluation surveys.

Data collectors: Collect data for the survey working with other members of their team and under the direction of the team leads. Participate in the data collection training and pilot testing. Proposed data collectors will have prior experience (at least 5 years') in collecting survey data and will have completed university

Data manager: Responsible for the management of data from the point of field

collection to the creation of analysis files. Manages electronic data entry (if needed). Oversees the data cleaning process and ensures that the survey files are prepared and cleaned according to the SOPs and that the data editing process is thoroughly documented. Prepares the final analysis file and its documentation. The proposed candidate will have a university degree and prior experience (at least 5 years')as a data manager for a large survey.

EXPECTED OUTPUTS/DELIVERABLES

The Terms of Reference include the following deliverables. Details for each deliverable are included.

Deliverable Description

- i. Workplan: Description and timeline for the implementation of all activities as described in the Terms of Reference with annotation of staff responsibilities.
- ii. TCF framework profile: Summary of the TCF framework and bidders understanding of its operating framework
- iii. Data collection protocol: Detailed description of the standard operating procedures that will be followed to carry out:
 - a) survey planning and preparations including recruitment and training of data collectors;
 - b) pilot testing and finalization of survey tools;
 - c) logistics plan and schedule;
 - d) sampling procedures;
 - e) data collection process including obtaining informed consent and administering the questionnaire;
 - f) Quality assurance and field team management;
 - g) data management including electronic processing, edit checks, and documentation of file cleaning;
 - h) roles and responsibilities.
- iv. Survey preparation report

List of named data collectors with their CVs; agenda, data collection training, and a summary of expected training outcomes; description of the pilot test(s) performed and outcomes, recommendations for revisions to the process/questionnaire/tools and additional training, as needed; revisions to the data collection protocol, as needed.

v. Data collection

- ✓ Outcome of the field data collection with documentation of any deviations from data collection protocol
- ✓ Cleaned data file with data dictionary, frequency counts, and other meta data. Format will be in MS Excel or other standard, agreed upon format. Data dictionary will include variable names, variable labels, and value labels. Meta data will include data checks performed, results, and decision rules for editing.

vi. Draft report, final report and policy brief

The survey report will describe survey methods and implementation, data analysis results (with tables) for the TCF/ customer service indicators, and key findings

Deliverables expected for this exercise are:

- An Inception Report and a summary note in preparation for data collection
 - (
 - A report of the preliminary survey findings from primary data collection
 - A draft and final report.
 - A PowerPoint presentation
 - A four-page TCF policy Brief
- Minutes of key meetings;
- Presentation materials for the meetings. These may include PowerPoint summaries of work progress and conclusions to that point;
- Video and photo materials to be collected during the survey to enrich presentations and the report; and Bi-weekly reports to the Project Manager to track progress in the implementation of the survey

Outlines and descriptions of each survey products are meant to be indicatives, and include:

1. *Inception Report:* The Inception Report will be key in confirming a common understanding of what is to be surveyed, including additional insights into executing the evaluation. At this stage, the consulting firm will refine and confirm survey questions, confirm the scope of the survey, further improve on the methodology proposed in the ToR and their own a survey proposal to improve its rigor, as well as develop and validate survey instruments. The report will include, among other elements:
 - ✓ survey purpose and scope, confirmation of objectives and the main themes of the evaluation; survey criteria and questions;
 - ✓ survey methodology (i.e., sampling criteria), a description of data collection
 - ✓ methods (quantitative and qualitative) and data sources (incl. a rationale for their selection), draft data collection instruments, for example questionnaires, with a data collection toolkit as an annex, an evaluation matrix that identifies descriptive and normative questions and criteria for evaluating evidence, and a discussion on the limitations of the methodology and mitigation measures;
 - ✓ quality control procedures;
 - ✓ training plan for enumerators (if any);
 - ✓ field work plan including team composition, logistics, field monitoring, etc.;
 - ✓ plans for data analysis (quantitative and qualitative), including a discussion on how to enhance the reliability and validity of evaluation conclusions;
 - ✓ proposed structure of the final report;
 - ✓ survey work plan and timeline, including a revised work and travel plan;
 - ✓ resources requirements (i.e., detailed budget allocations tied to survey activities, work plan deliverables);
 - ✓ annexes (i.e., organizing matrix for survey questions, data collection toolkit, data
 - analysis framework, an survey summary note for external communication purposes. The inception report will be presented at a formal meeting with IRA.

2. A report of preliminary survey findings: This report will present the preliminary survey findings from primary data collection, comprising the desk-based document review and analysis of the TCF framework and literature search. The report developed prior to the first drafts of the final report should be accompanied by a PowerPoint presentation that can be used for validation with key stakeholders.
3. *A draft and final survey Report:* The report will be prepared according guideline to be agreed during the inception meeting which shall then form the basis of evaluation of the final output. The first draft of the final report will be received by IRA appointed project manager and then work with the consultant on necessary revisions before sending the report to reviewers for comments. The project Manager will consolidate all comments on a response matrix, and request the consultant to indicate actions taken against each comment in the production of the final draft.
4. *PowerPoint presentation:* The presentation will be used in dissemination of findings to stakeholders.
5. A four-page Policy/TCF Brief for external users, that is distinct from the executive summary in the survey report, which is intended for a broader, non-technical and non-IRA audience, will be submitted to IRA as part of the consultancy deliverables.

SERVICES AND FACILITIES TO BE PROVIDED BY THE IRA

The overall responsibility for this consultancy lies with IRA. The consultant will work closely with IRA on all aspects of this consultancy. All of the mentioned tasks and responsibilities will be conducted under the guidance and in agreement with IRA. The consultant will ensure that the requested tasks and services of the overall assignment will be delivered on time and in accordance with the agreed budget. IRA will thus provide the following.

- (i) Relevant documentation
- (ii) Provide letters of introduction
- (iii) Liaison with different stakeholders as may be appropriate
- (iv) Conference facilities for presentations and meeting rooms for consultations where applicable.

PROPOSED WORK PLAN

The consultant will be required to complete the work in ninety (90) calendar days. The consultant will be expected to develop a detailed work plan clearly indicating workload and time frames for each activity and consultants spread over the period. The consultant will further be expected to ensure that all the planned activities are delivered on time and according with the agreed budget. **All planned activities should be clearly costed in the budget** Each member of the team shall ensure his/her availability during the duration of the assignment

REPORTING REQUIREMENTS BY THE CONSULTANT

The consultants shall submit to the client the following reports, in the form, in the numbers and within the time periods set forth here – below:

NAME OF REPORT DATE OF SUBMISSION/APPROVAL Inception

Report: One week after signing letter of acceptance

Data collection tools: One week upon commencement of the exercise/signing of contract.

Draft Final report: Within the last 3rd week of the final month of the assignment.

Final Report, policy brief and data files: One week after receiving comments from IRA on the draft final report

TERMS OF PAYMENT

- a) Twenty (20) percent of the contract price shall be paid on the commencement date and upon submission of a mutually agreeable inception report.
- b) Forty (40) percent of the contract price shall be paid upon submission of the draft final report.
- c) Forty (40) percent of the lump-sum amount shall be paid upon submission of acceptable final report

SECTION VI - STANDARD FORMS OF CONTRACT

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SAMPLE 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.

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

5. Project 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

Full name: _____
Title: _____
Signature: _____
Date: _____

FOR THE CONSULTANT

Full name; _____
Title: _____
Signature: _____
Date: _____

List of Appendices (Forming Part of the Contract)

Appendix A: -Terms of Reference and Scope of Services

Appendix B: -Consultant's Personnel

Appendix C: -Consultant's Reporting Obligations

Appendix D: -Tender Security

ANNEXES

ANNEX 1: 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

ANNEX 2: 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 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 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
of20.....

SIGNED

Board Secretary