



KENYA VISION 2030

DELIVERY SECRETARIAT

**REQUEST FOR PROPOSAL (RFP) FOR
PROVISION OF CONSULTANCY SERVICES
FOR CUSTOMER SATISFACTION SURVEY
2019-2020**

RFP NO. VDS/05/2019-2020

**CLOSING DATE: WEDNESDAY 27th NOVEMBER 2019 AT
11.00 A.M.**

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SECTION I INVITITION TO TENDER

DATE: 12th November 2019

**RFP REF NO: VDS/05/2019-2020-PROVISION OF CONSULTANCY
SERVICES FOR CUSTOMER SATISFACTION
SURVEY 2019-2020**

- 1.1 Kenya Vision 2030 Delivery Secretariat (VDS) invites sealed bids from eligible candidates for **Provision of consultancy services for Customer Satisfaction Survey 2019-2020**
- 1.2 Completed proposal documents are to be enclosed in plain sealed envelopes marked "**VDS/05/2019-2020 – Provision of consultancy services for Customer Satisfaction Survey 2019-2020**" and be deposited in the Tender Box situated at KUSCCO Centre, 2nd Floor, Kilimanjaro Road, Upperhill, Nairobi or be addressed to:

**Director General
Kenya Vision 2030 Delivery Secretariat
Kuscco Center, 2nd floor, Upperhill
P.O. Box 52301-00200
NAIROBI.**

so as to be received on or before **Wednesday, 27th November 2019** at **11.00 a.m.** Bulky tenders not fitting in the tender box shall be received by a procurement representative.

- 1.3 Prices quoted should be inclusive of all taxes and delivery, be in Kenya Shillings or any other freely convertible currency and shall remain valid for (60) days from the closing date of the tender.
- 1.4 This tender is **free** of charge.
- 1.5 Proposals are required to submit **only one neatly bound hard copy and one soft copy.**
- 1.6 VDS is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the Director General on the address provided in clause 1.2.

DIRECTOR GENERAL

SECTION II INSTRUCTIONS TO BIDDERS

2.1 Eligible bidders

- 2.1.1. This Request for Proposal is open to all bidders eligible as described in the instructions to bidders. Successful bidders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the RFP documents.
- 2.1.2. VDS employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the proposal unless where specially allowed under section 55 of the Public Procurement and Asset Disposal Act, 2015.
- 2.1.3. Bidders shall provide the qualification information statement that the bidder (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the VDS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its RFP, and VDS, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document if a hard copy is collected from VDS offices shall not exceed Kshs.1,000/=
- 2.2.3 The VDS shall allow the bidder to review the tender document free of charge before purchase.

2.3 Contents of the RFP documents

- 2.3.1. The RFP document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to bidders
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Declaration form
- xiii) Request for Review form

2.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the RFP. Failure to furnish all information required by the RFP or to submit a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in the rejection of its proposal.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the RFP document may notify VDS in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The VDS will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of proposals, prescribed by the VDS. Written copies of VDS response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the tender documents"

2.4.2. The VDS shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its proposal.

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of the proposal, VDS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the proposal documents by issuing an addendum.

2.5.2. All prospective bidders who have obtained the proposal documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, VDS, at its discretion, may extend the deadline for the submission of RFP.

2.6 Language of Proposal

2.6.1. The proposal prepared by the bidder, as well as all correspondence and documents relating to the proposal exchanged by the bidder and the VDS, shall be written in English language. Any printed literature furnished by the bidder may be written in another language provided they are

accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the proposal, the English translation shall govern.

2.7 Documents Comprising the proposal

The proposal prepared by the bidder shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the bidder is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The bidders shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The bidder shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by VDS within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Bidders.

2.11 Bidders Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the bidder shall furnish, as part of its tender, documents establishing the bidder's eligibility to tender and its qualifications to perform the contract if its proposal is accepted.

2.11.2 The documentary evidence of the bidder's qualifications to perform the contract if its proposal is accepted shall establish to the VDS satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

2.12 **Tender Security**

2.12.1.1 The bidder shall furnish, as part of its proposal, a tender security for the amount and form specified in the Invitation to tender.

2.12.1.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful bidder's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful bidder's tender security will be discharged upon the bidder signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a bidder **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful bidder, *if* the bidder fails:
 - (i) to sign the contract in accordance with paragraph 30 **or**
 - (ii) to furnish performance security in accordance with paragraph 31.

- (c) If the bidder rejects, correction of an error in the tender.

2.13 Validity of the Proposal

2.13.1 The proposal shall remain valid for 60 days or as specified in the invitation to tender after date of RFP opening prescribed by VDS, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by VDS as non-responsive.

2.13.2 In exceptional circumstances, VDS may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A bidder may refuse the request without forfeiting its tender security. A bidder granting the request will not be required nor permitted to modify its proposal.

2.14 Format and Signing of the RFP

2.14.1 The bidder shall prepare two copies of the proposals, clearly *marking* each "**ORIGINAL PROPOSAL**" and "**COPY OF PROPOSAL**," (soft copy) as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the proposal.

2.14.3 The proposal shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the proposal.

2.15 Sealing and Marking of proposal

2.15.1 The bidder shall seal the original and each copy of the proposal in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) Be addressed to VDS at the address given in the invitation to tender

(b) Bear, RFP number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE**" date and time specified under the invitation to tender.

2.15.3 The inner envelopes shall also indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, VDS will assume no responsibility for the proposal's misplacement or premature opening.

2.16 Deadline for Submission of RFP

2.16.1 Proposals must be received by VDS at the address specified under paragraph 2.15.2 no later than date and time specified under the invitation to tender.

2.16.2 VDS may, at its discretion, extend this deadline for the submission of the proposals by amending the RFP documents in accordance with paragraph 6, in which case all rights and obligations of VDS and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky proposals which will not fit in the tender box shall be received by the VDS as provided for in the appendix.

2.17 Modification and withdrawal of proposal

2.17.1 The bidder may modify or withdraw his/her proposal after the proposal's submission, provided that written notice of the modification, including substitution or withdrawal of the proposal is received by the VDS prior to the deadline prescribed for the submission of proposal.

2.17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of the proposals.

2.17.3 No proposal may be modified after the deadline for submission of proposals.

2.17.4 No proposal may be withdrawn in the interval between the deadline for submission of proposal and the expiration of the period of proposal validity specified by the bidder on the Tender Form. Withdrawal of a proposal during this interval may result in the Bidder's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 VDS may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 VDS shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

2.18 Opening of Proposals

2.18.1 VDS will open all proposals in the presence of bidders' representatives who choose to attend, immediately after the proposal closure as specified under invitation to tender. The bidders' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The bidders' names, proposal modifications or withdrawals, proposal prices, discounts, and the presence or absence of requisite tender security and such other details as VDS, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 VDS will prepare minutes of the proposal opening which will be submitted to the bidders that signed the proposal opening register and will have made the request.

2.19 Clarification of proposals

2.19.1 To assist in the examination, evaluation and comparison of proposals VDS may at its discretion, ask the bidder for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the bidder to influence VDS in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.

2.20 Preliminary Examination and Responsiveness

2.20.1 VDS will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the proposals are generally in order.

2.20.2 There will be no correction of errors. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 VDS may waive any minor informality or non-conformity or irregularity in a proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, VDS will determine the substantial responsiveness of each proposal to the proposal documents. For purposes of these paragraphs, a substantially responsive proposal is one which conforms to all the terms and conditions of the RFP documents without material deviations. VDS determination of a proposal's responsiveness is to be based on the contents of the proposal itself without recourse to extrinsic evidence.

2.20.5 If a proposal is not substantially responsive, it will be rejected by VDS and may not subsequently be made responsive by the bidder by correction of the nonconformity.

2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, VDS will convert those currencies to Kenya shillings using the selling exchange rate on the date of proposal closing provided by the central bank of Kenya.

2.22 **Evaluation and comparison of proposals.**

2.22.1 VDS will evaluate and compare the proposals which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 VDS evaluation of a proposal will take into account, in addition to the proposal price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the proposal;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

VDS requires that the services under the Invitation for Proposals shall be performed at the time specified in the Schedule of Requirements. Proposals offering to perform longer than the VDS required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Bidders shall state their proposal price for the payment on a schedule outlined in the special conditions of contract. Proposals will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in proposal price they wish to offer for such alternative payment schedule. VDS may consider the alternative payment schedule offered by the selected bidder.

2.22.5 The proposal evaluation committee shall evaluate the proposal within 30 days from the date of opening the proposal.

2.22.6 To qualify for contract awards, the bidder shall have the following: -

- (e) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (f) Legal capacity to enter into a contract for procurement
- (g) 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
- (h) Shall not be debarred from participating in public procurement.

2.23. **Contacting VDS**

2.23.1 Subject to paragraph 2.19, no bidder shall contact the VDS on any matter relating to its proposal, from the time of the proposal opening to the time the contract is awarded.

2.23.2 Any effort by a bidder to influence VDS in its decisions on proposal evaluation, proposal comparison or contract award may result in the rejection of the bidder's proposal.

2.24 **Award of Contract**

a) **Post qualification**

2.24.1 VDS shall determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive proposal is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to paragraph 2.1.2, as well as such other information VDS deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's proposal, in which event VDS will proceed to the next lowest evaluated proposal to make a similar determination of that Bidder's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to section 2.29 VDS will award the contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined to be the lowest evaluated proposal, provided

further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.24.4 VDS reserves the right to accept or reject any proposal and to annul the tendering process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for VDS action. If VDS determines that none of the bidders is responsive; VDS shall notify each bidder who submitted a proposal.

2.24.5 A bidder who gives false information in the proposal document about their qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 **Notification of award**

2.25.1 Prior to the expiration of the period of proposal validity, VDS will notify the successful bidder in writing that his/her proposal has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the bidder and VDS pursuant to clause 2.29.

2.25.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 31, VDS will promptly notify each unsuccessful Bidder and will discharge its tender security, pursuant to paragraph 2.12.

2.26 **Signing of Contract**

2.26.1 At the same time as VDS notifies the successful bidder that his/her proposal has been accepted, VDS will simultaneously inform the other bidders that their proposals have not been successful citing reasons why.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to VDS.

2.26.3 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.

2.27 **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from VDS, the successful bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the proposal documents, or in another form acceptable to the VDS.

2.27.2 Failure of the successful bidder to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security, in which event VDS may make the award to the next lowest evaluated or call for new proposals.

2.28 Corrupt or Fraudulent Practices

2.28.1 VDS requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 VDS will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

2.29 APPENDIX TO INSTRUCTIONS TO BIDDERS

The following information for procurement of Consultancy Services for Customer Satisfaction Survey shall complement or amend the provisions of the instructions to bidders. Wherever there is a conflict between the provisions of the instructions to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to bidders

Instructions to Bidders	Particulars of appendix to instructions to bidders
2.1	The proposal is for all eligible and qualified firms and the successful supplier shall be required to provide consultancy services for Customer satisfaction Survey
2.11	Your proposal should be submitted with the following information: A) Mandatory Documents/Information (Preliminary evaluation) <i>*** copy documents should be certified by a Commissioner of Oaths.</i> 1) Certified copy of Certificate of Registration/Incorporation 2) Certified copy of Valid Tax Compliance certificate from Kenya Revenue Authority 3) Certified copy of KRA pin certificate 4) Certified copy of Valid single business license 5) Dully completed and stamped Confidential Business Questionnaire 6) Duly filled and stamped form of tender

	<p>7) Written self-confirmation that the firm is not debarred from participating in public procurement by PPRA (Signed by an authorized officer (CEO)& Stamped)</p> <p>8) Serialization/pagination of the document</p> <p><i>Please note failure to submit any of these leads to automatic disqualification. Your bid shall not proceed to technical evaluation.</i></p>								
2.2.2	This proposal document is provided free of charge electronically only								
2.12	Tender Security/Bind Bond is not Required								
2.15.1	The proposal shall be prepared in one HARD COPY and one soft ONLY clearly marked on the outer envelope “VDS/05/2019-2020 – Provision of consultancy services for Customer Satisfaction Survey								
2.24	VDS will carry out due diligence to determine to its satisfaction whether the bidder that will be selected as having submitted the lowest evaluated responsive proposal is qualified to perform the contract satisfactorily								
2.24.3	<p>The Criteria for the evaluation of Technical and Financial Proposals are as follows:</p> <p>A) Technical Evaluation</p> <p>This will be based on the technical proposal submitted in accordance with the forms provided and the following criteria shall be used: -</p> <p>Total Technical Score : Score 100/100</p> <p>Weightage: The pass mark for technical is 85/100</p> <p>Only bids that pass the technical evaluation shall be considered for financial stage. <i>The award criteria shall be to the least quoted technically compliant bidder</i></p> <table border="1"> <thead> <tr> <th>Criteria and score</th> <th>Maximum score</th> </tr> </thead> <tbody> <tr> <td>B) Demonstration of understanding about vision 2030 and its stakeholders</td> <td>15 marks</td> </tr> <tr> <td>C) References where a similar assignment has been done in the last three years <ul style="list-style-type: none"> • Up to 2 Clients -5marks • Up to 4 Clients - 10marks • Above 4 Clients-15marks </td> <td>15 marks</td> </tr> <tr> <td>D) Qualifications and Experience of: <ul style="list-style-type: none"> • Team leader (15 marks) <ul style="list-style-type: none"> -First degree in Business related course -Professional qualification in marketing </td> <td>30 marks</td> </tr> </tbody> </table>	Criteria and score	Maximum score	B) Demonstration of understanding about vision 2030 and its stakeholders	15 marks	C) References where a similar assignment has been done in the last three years <ul style="list-style-type: none"> • Up to 2 Clients -5marks • Up to 4 Clients - 10marks • Above 4 Clients-15marks 	15 marks	D) Qualifications and Experience of: <ul style="list-style-type: none"> • Team leader (15 marks) <ul style="list-style-type: none"> -First degree in Business related course -Professional qualification in marketing 	30 marks
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D) Qualifications and Experience of: <ul style="list-style-type: none"> • Team leader (15 marks) <ul style="list-style-type: none"> -First degree in Business related course -Professional qualification in marketing 	30 marks								

	<ul style="list-style-type: none"> -Over 10 years related experience overall - 5 years minimum experience in customer service management • Second Consultant (10 marks) <ul style="list-style-type: none"> -First degree in Business related course -Professional qualification in marketing -Over 5 years related experience -experience in customer service management minimum 3 years • Research Assistant (5 marks) <ul style="list-style-type: none"> -Minimum of a Diploma in statistics/data analysis -Professional qualification in marketing -At least 2 years' experience research and data analysis 	
	<p>E) Project plan Below 30 days -20marks 31-45 days - 10 marks Above 45 days -5 marks</p>	20 marks
	<p>F) Financial Audited accounts for the last two years (10 marks) Bank letter regarding the consultant's credit position (10 marks)</p>	20 marks
	TOTAL SCORE	100
	<p>B) Financial Evaluation The Award criteria is to the least quoted technically compliant bidder</p>	
Variation	The contract will not be varied.	

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the VDS and the bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the bidder is required to provide to the VDS under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract i.e. VDS.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

The bidder shall indemnify VDS against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Inspections and Tests

- 3.5.1 VDS or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. VDS

shall notify the bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.5.2 The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the VDS.

3.5.3 Should any inspected or tested services fail to conform to the Specifications, VDS may reject the services, and the bidder shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the VDS.

3.5.4 Nothing in paragraph 3.6 shall in any way release the bidder from any warranty or other obligations under this Contract.

3.6 **Payment**

3.6.1 The method and conditions of payment to be made to the bidder under this Contract shall be specified in SCC.

3.7 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the bidder in its tender or in VDS request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.8 **Assignment**

The bidder shall not assign, in whole or in part, its obligations to perform under this contract, except with VDS prior written consent.

3.9 **Termination for Default**

VDS may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part:

- a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by VDS.
- b) If the bidder fails to perform any other obligation(s) under the Contract.

- c) If the bidder, in the judgment of VDS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event VDS terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the bidder shall be liable to VDS for any excess costs for such similar services.

3.10 Termination of insolvency

VDS may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the VDS.

3.11 Termination for convenience

3.11.1 VDS by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.11.2 For the remaining part of the contract after termination VDS may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.12 Resolution of disputes

VDS and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.13 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.14 Force Majeure

The consultant shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance

or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.15 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.16 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Payment will be made as and when satisfactory service has been rendered
3.12	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.16	KUSCCO Center, 2 nd Floor, Kilimanjaro Road, Upper Hill, Nairobi

SECTION: V

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR CUSTOMER SATISFACTION SURVEY FOR THE VDS

Background

The Vision 2030 Delivery Secretariat (VDS) during the Financial period 2019/2020 committed to improving customer satisfaction levels from a baseline score 2017/2018 score of 76 % to 80%. To improve on the baselines, the board undertook the following activities;

Continuous creation of awareness on the functions of VDS and the Vision 2030 flagship projects through public relations, print, electronic and digital media.

Continuous engagement of stakeholders to strengthen existing linkages and pursue more opportunities through collaboration with other government agencies.

Scope of work

In order to assess the satisfaction levels of our stakeholders, VDS intends to hire the services of a consultant to carry out a survey to help establish how stakeholders perceive the Secretariat. The findings shall also inform other initiatives in decision making by the Board.

Primary and Secondary target

The survey will focus on the primary target market which includes Ministries, Departments and government agencies implementing Vision 2030 flagship projects, private sector, faith-based organizations, community-based organizations, development partners, non-governmental agencies, suppliers, media and the general public.

The indicative sample size is 850 entities.

NB: A list of interviewees will be provided.

Research Objectives

1. To establish level of awareness on the functions of VDS and Vision 2030 flagship projects
2. To establish levels of stakeholder engagement by the Secretariat
3. To establish the level of satisfaction of VDS customers
4. To identify areas of improvement on VDS Service Delivery
5. Obtain recommendations and inputs from customers on how to better address their needs and gaps in stakeholder satisfaction.
6. Recommend specific actions to the Board in order maintain good performance and/or address areas where performance gaps are noted.
7. VDS Overall Reputation

Deliverables

The specific deliverables will be as follows;

- a) Inception Report shared with the Secretariat, describing methodology and tools to be used.
- b) Draft report on recommendations and suggestions on how to improve services in a manner that addresses internal and external customers' needs and concerns within the framework of the Secretariat's mandate.
- c) Final report should be presented in both hard and soft copy.

Research Methodology

Primary and Secondary research methods to be applied

Work Plan

Reports	Duration
1. Inception Report and draft tools	Week 1
2. Administration of questionnaires	Week 2 – Week 4
3. Draft Report	Week 5
4. Final Report	Week 6

The appointed consultant shall provide 4 hard copies of the report and 2 soft copies on flash drives of the same.

Facilitation by VDS

VDS will facilitate access to relevant documents, information, meetings venue and relevant locations as necessary. A team of staff will also be available for coordination and support.

Remuneration/ Terms of service

1. All compensation shall be paid upon completion of the work as signed off by VDS
2. VDS shall retain all copyrights of any work or drafts of the research
3. No rejection fee will be awarded to the pre-qualification presentation.
4. All bidding agencies are bound by confidentiality and shall not reveal any research content available to any third parties.

Qualifications of Key Personnel

The minimum required experience of proposed professional Staff is:

Team Leader: The Lead Consultant will be a Marketing Research Professional having worked in the marketing and customer service environment for a minimum of 10 years of which 5 years as a team leader with customer satisfaction survey experience in the private/public sector. He/she shall possess a minimum of a bachelor's degree in business administration and professional

qualification in marketing, customer service and/or has managed a marketing/customer service unit.

Second Consultant: The consultant will be a Researcher who has worked in the marketing and customer service environment for a minimum of 5 years, who has gained at least 3 years of customer service/ marketing experience. He/she will possess a minimum of a bachelor's degree in a Research oriented field and professional qualification in marketing. He/she will have relevant experience in conducting customer satisfaction surveys/ consumer surveys.

Research Assistant: The Research Specialist should have worked in a marketing/ customer service environment for a minimum of 3 years including having gained at least 2 years in customer perception research and computation of data.

He/she should preferably possess as a minimum Diploma in social sciences or a research related field.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. CV's for Managerial and key staff form
9. Clients Reference form
10. Contractors Qualification Information

1. FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of VDS]

Gentlemen and/or Ladies:

1. Having examined the RFP documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this RFP.
2. We undertake, if our proposal is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our proposal is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this proposal for a period of *[number]* days from the date fixed for tender opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]* *of*
 Duly authorized to sign tender for and on behalf of_____

Name of the Firm

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/.....

2. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 General

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

	Part 2 (a) – Sole Proprietor Your name in full..... Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership Given details of partners as follows <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship Details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Date..... Signature of Candidate.....																				

3. FORMAT OF CV'S FOR LEAD CONSULTANT AND SUPPORT 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 degrees 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:

4. CLIENTS REFERENCE FORM

Using the format below, give details where you have performed similar assignments

ASSIGNMENT NAME	COUNTRY
Location within country:	No. of professional staff provided by your firm/entity
Name of client and name of contact person:	No. of employees:
Address (Postal Address and telephone contact)	No. of staff - months, duration of assignment:
Start Date: (month/year) Completion Date (month/year)	Approximate contract value of goods/services (Kshs.)
Names of Associated firms (sub-contracted) if any:	No. of months of professional staff provided by associated firms
Names of senior staff involved in the assignment	
Narrative Description/scope of the project	
Description of actual services provided by your staff	

Name of the Firm

Name of Signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal