



**REQUEST FOR PROPOSALS (RFP)**

**TENDER NO: IRA/199/2018-2019**

**PROVISION OF CONSULTANCY SERVICES TO EVALUATE THE  
INSURANCE REGULATORY AUTHORITY'S ACTUARIAL  
SCHOLARSHIP PROGRAMME**

**INSURANCE REGULATORY AUTHORITY (IRA)  
P.O. BOX 43505-00100  
NAIROBI.**

**Tel: +254-20-4996000; Fax: +254-0719047000**

**E-mail: [procurement@ira.go.ke](mailto:procurement@ira.go.ke); Website: <http://www.ira.go.ke>**

**APRIL, 2019**

**TABLE OF CONTENTS**

SECTION I: LETTER OF INVITATION.....3  
SECTION II: INFORMATION TO CONSULTANTS (ITC).....5  
SECTION III: TECHNICAL PROPOSAL .....20  
SECTION IV: FINANCIAL PROPOSAL.....32  
SECTION V: TERMS OF REFERENCE .....38  
ANNEXES .....56

## SECTION I: LETTER OF INVITATION

16<sup>th</sup> April, 2019

To: All Eligible bidders,

**TENDER NO** : **IRA/199/2018-2019**

**TENDER DESCRIPTION** : **REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES TO EVALUATE THE INSURANCE REGULATORY AUTHORITY'S ACTUARIAL SCHOLARSHIP PROGRAMME**

---

1.1 The Insurance Regulatory Authority (IRA) hereby invites sealed proposals bids from qualified and eligible bidders for Consultancy Services to Conduct an Evaluation of the IRA's Actuarial Scholarship Programme.

The scope of services is detailed in the terms of reference.

1.2 The Request for Proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants  
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.3 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 Completed tender bid documents should be enclosed in plain sealed envelopes, marked with the tender number and tender name and deposited in the Tender Box at the Insurance Regulatory Authority Offices on 10<sup>th</sup> Floor, Zep-Re Place, Longonot Road, Upperhill, Nairobi and be addressed to:

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

So as to be received on or before **3<sup>rd</sup> May, 2019** at **11:00 a.m.**

Tenders will be opened immediately thereafter in the presence of the bidders representatives who choose to attend the opening on the **3<sup>rd</sup> May, 2019** at **11:00 a.m.** on 10<sup>th</sup> floor Zep-Re Place in the big training room. Late submission of proposals shall be rejected.

1.5 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 1.4 above or email: [ethics@ira.go.ke](mailto:ethics@ira.go.ke)

1.6 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**

## **SECTION II: INFORMATION TO CONSULTANTS (ITC)**

### **TABLE OF CONTENTS**

2.1 Introduction.....	6
2.2 Clarification and amendment of RFP Documents.....	7
2.3 Preparation of Technical Proposal.....	7
2.4 Preparation of Financial Proposal.....	8
2.5 Submission, Receipt, and Opening of Proposals.....	9
2.6 Proposal Evaluation General.....	10
2.7 Evaluation of Technical Proposal.....	10
2.8 Public Opening and Evaluation of Financial Proposal.....	10
2.9 Negotiations.....	11
2.10 Award of Contract.....	12
2.11 Confidentiality.....	12
2.12 Corrupt or Fraudulent Practices.....	13
Appendix to Information to Consultants.....	14
Minimum team composition and qualifications.....	15

## **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 firsthand 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 interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

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

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

## **2.6 Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

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

## **2.7 Evaluation of Technical Proposal**

2.7.1 A Tender Evaluation Committee appointed by the Client shall evaluate the winning proposal that shall have passed the technical and financial evaluation.

## **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 ( $S_f$ ) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:- $S_f = 100 \times \frac{F_m}{F}$  where  $S_f$  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 ( $S_t$ ) and financial ( $S_f$ ) 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:- $S = S_t \times T\% + S_f \times P\%$ . 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 and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

### **Clause Reference**

2.1 The name of the Client is: **Insurance Regulatory Authority (IRA)**

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

2.1.2 Technical and Financial Proposals are requested: **Yes, in separate envelopes clearly labeled and sealed.**

The name of the assignment: Consulting Services to Conduct an Evaluation of the Actuarial Scholarship Programme.

The objective of the assignment: **to conduct an evaluation of the IRA's Actuarial Scholarship Programme.**

2.1.3 A pre-proposal conference will be held: **No**

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

<b>Mr. Robert Kuloba</b> <b>Chief Manager, Policy, Research &amp; Development</b>	<b>Mr. Felix Chelimo</b> <b>Manager, Procurement</b>
--	---

**Insurance Regulatory Authority,  
10<sup>th</sup> Floor, Zep-Re Place, Longnot Road, Upperhill,  
P.O. Box 43505-00100,  
NAIROBI.**

**Telephone: +254-20-4996600**

**E-mail: [procurement@ira.go.ke](mailto:procurement@ira.go.ke)**

2.1.4 The Client will provide the following inputs:

Relevant data and documentation for the program, any letters of introduction of the consultant as may be requested and be responsible for conference facilities for dissemination of findings. However, the client shall not provide administrative support services to the consultant such as transport, computers, printers, materials etc.

### 2.3.3

(i) The estimated number of professional staff months required for the assignment is: **thirty (30) calendar days.**

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

#### **Minimum team composition and qualifications**

In order to qualify for this consultancy, the firm or lead consultant must meet the following requirements that will be proven by Curriculum Vitae.

- Masters' degree in social sciences or equivalent qualifications;
- Experience in conducting evaluation studies, surveys preferably on topics related to capacity development;
- Skills and experience in conducting research/evaluations;
- Ability to recruit and train qualified data collectors;
- Proven capacity to plan and manage survey operations and logistics;
- Demonstrated knowledge and application of data quality assurance practices;
- Data management skills and experience including electronic data file preparation for analysis;
- Survey data analysis expertise;
- Ability to work as part of a larger multidisciplinary team and with multiple stakeholders; and
- Capacity to work under a tight schedule and to meet deadlines.

Other team members ought to have the following qualification and experience: -

- Degree in social sciences or equivalent qualifications;
- At least 5 year work experience in evaluating capacity building programs
- At least 5 years' experience conducting qualitative and quantitative research

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 **one original and copy of properly bound documents and placed in appropriate envelopes.**

2.5.3 The proposal submission address is:

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

**Telephone: +254-20-4996000**

**E-mail: [procurement@ira.go.ke](mailto:procurement@ira.go.ke)**

Information on the outer envelope should also include:

**Tender No. IRA/199/2018-2019 – Provision of Consultancy Services to Evaluate the Insurance Regulatory Authority’s Actuarial Scholarship Programme.**

2.5.4 Proposals must be submitted no later than the following date and time: **3<sup>rd</sup> May, 2019 at 11:00 a.m. The envelopes that will not fit into the Tender Box shall be delivered to the office of the Procurement on 10<sup>th</sup> Floor, Zep-Re Place.**

2.6.1 The address to send information to the Client is:-

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

**Telephone: +254-20-499600, Mobile : +254-0719 047000**

**E-mail: [procurement@ira.go.ke](mailto:procurement@ira.go.ke)**

## **2.7 Criteria for the Technical Evaluation**

This will be based on the technical proposal submitted in accordance to the forms provided and the following **Mandatory Requirements** must be provided.

- (a) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA). The certificate should be valid as at the day of tender submission.
- (b) Dully filled Confidential Business Questionnaire Form (**MUST be filled and signed by authorized signatory**)
- (c) Attach Clean and 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.
- (d) Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/Principal Officer and filled in the format required.



- (e) Properly bound document/ well-presented document. All pages of the Tender document should be serialized or serially numbered in the format required.
- (f) Original and copy of the Technical and Financial Proposals shall be placed in separate sealed envelopes clearly marked Original and Copy and addressed as stated in the invitation to tender.

### 2.7.1 Criteria for the Technical Evaluation

The proposal must comply with the requirements of the Terms of Reference (TOR). Compliance with the TOR will be determined solely by IRA. Failure to submit a proposal including the information required by the TOR will factor into IRA's assessment of the level of compliance with the Request for Proposal and may result in rejection of the proposal. The following elements of the criteria shall be used: -

#### **Total Technical Score: 80 Marks**

#### **Technical Evaluation**

<b>Element</b>	<b>Points</b>	<b>Criteria</b>
1 Past performance	0 to 20	<ul style="list-style-type: none"> <li>• Bidder's experience in implementing and managing similar evaluations.</li> <li>• Experience related to data collection for evaluation programs.</li> <li>• Demonstrated success in completing project deliverables on time and within budget</li> </ul>
2 Technical approach	0 to 40	<ul style="list-style-type: none"> <li>• Demonstrated understanding of impact assessment evaluation survey methodology</li> <li>• Realistic timelines for the proposed activities and deliverables</li> </ul>
3 Staffing and Management	0 to 20	<ul style="list-style-type: none"> <li>• Demonstration of staffing needs and a plan for meeting them relative to the TOR's</li> <li>• Clear and realistic lines of supervision/reporting for the consultancy</li> <li>• Qualifications of the proposed staff</li> <li>• Plan for recruiting staff (as needed)</li> </ul>
4 Well written, comprehensive proposal	0 to 20	<ul style="list-style-type: none"> <li>• Completeness of the materials requested in the RFP</li> <li>• Quality of writing and presentation of proposal materials</li> </ul>

		<ul style="list-style-type: none"> <li>• These criterion covers <ul style="list-style-type: none"> <li>• how well written the proposal is?</li> <li>• is it formatted well,</li> <li>• void of typographical and spelling errors, and</li> <li>• used appropriate templates such as the past experience and budget templates.</li> </ul> </li> </ul>
5 Pitching	0 to 20	<p>These criterion covers actual presentation of the technical proposal by the consultant to an evaluation committee constituted by IRA. The assessment will be based on among other criteria:</p> <ul style="list-style-type: none"> <li>• Demonstrated understanding of the requested activities and deliverables and the steps required to accomplish them</li> <li>• Concise description of how the work will be carried out including planning and preparations for data collection; staffing and logistics requirements for field data collection and how they will be accomplished; data security and quality assurance procedures; data management steps and safeguards; analysis methods; and report writing</li> <li>• Clearly defined roles and responsibilities of proposed staff</li> <li>• Understanding of the management challenges and experience based, practical strategies for addressing them</li> </ul> <p>Administrative and management tools and processes that will be employed to ensure the delivery on the assignment will be of high-quality and timely</p>

In carrying out Technical Evaluation, the bidder should score a **minimum of 64 points** on element 1-4 of the evaluation criteria to proceed to Pitching (element 5). The **minimum technical score is 80 points** to proceed to Financial evaluation.

**Financial Proposal**

1 Budget	0 to 20	Alignment of the budget and proposed costs with the proposed activities and the deliverables. This will include appropriate budget rationalization.
----------	---------	---

This Request for Proposal shall not be construed in any way as a legally-binding agreement between IRA and another Party or the acceptance of any liability by IRA. A proposal will not be considered in a case where the bidder or a representative of the bidder gives or offers anything to an IRA employee as an inducement or reward, which could in any way tend to influence the actions of that employee or agent.

The weights given to the Technical and Financial Proposals are:

$$\mathbf{T= 0.80}$$

$$\mathbf{P= 0.20}$$

**a) Financial Evaluation**

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<sub>f</sub> = 100 x F<sub>m</sub>/F**, in which **S<sub>f</sub>** is the financial score, **F<sub>m</sub>** 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

2.10.2 The assignment is expected to commence in by **end of May, 2019.**

## **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 consultants 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.

**TABLE OF CONTENTS**

1. TECHNICAL PROPOSAL SUBMISSION FORM(in Company letterhead.....22

1. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT .....24

2. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT.....25

3. TEAM COMPOSITION AND TASK ASSIGNMENTS.....26

4. FORMAT OF CURRICULUM VITAE(CV) FOR PROPOSED PROFESSIONAL STAFF.27

5. TIME SCHEDULE FOR PROFESSIONAL PERSONELL.....29

6. ACTIVITY (WORK) SCHEDULE .....30

7. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .....31

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

[\_\_\_\_\_ Date]

**The Chief Executive Officer  
Insurance Regulatory Authority  
10<sup>th</sup>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 to undertake the consultancy

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 &amp; 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 ANDON 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.DESCRPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

**5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Core Technical/Research Staff**

<b>Name</b>	<b>Position</b>	<b>Task</b>

**2. Support Staff**

<b>Name</b>	<b>Position</b>	<b>Task</b>

**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**

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
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.

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 .....Code.....City/Town.....

Tel No. ....Website.....:

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.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <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. ....	.....	.....	.....																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <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. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**Affix Rubber 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 etc. 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**

### **TABLE OF CONTENTS**

1. FINANCIAL PROPOSAL SUBMISSION FORM(in Company letterhead) .....	34
2. SUMMARY OF COSTS .....	35
3. BREAKDOWN OF PRICE PER ACTIVITY .....	35
4. BREAKDOWN OF REMUNERATION PER ACTIVITY .....	36
5. REIMBURSABLES PER ACTIVITY.....	36
6. MISCELLANEOUS EXPENSES .....	37

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

\_\_\_\_\_ [Date]

**The Chief Executive Officer  
Insurance Regulatory Authority  
10<sup>th</sup>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				
<b>Grand Total</b>					

**SECTION V: TERMS OF REFERENCE**

**TABLE OF CONTENTS**

PURPOSE, OBJECTIVES AND SCOPE OF WORK .....39  
EVALUATION FRAMEWORK AND QUESTIONS .....39  
SERVICES AND FACILITIES TO BE PROVIDED BY THE IRA .....48  
PROPOSED WORK PLAN.....48  
REPORTING REQUIREMENTS BY THE CONSULTANT.....48  
TERMS OF PAYMENT .....49

# **TERMS OF REFERENCE FOR CONSULTANTS FOR CONSULTANCY SERVICES TO EVALUATE THE INSURANCE REGULATORY AUTHORITY'S ACTUARIAL SCHOLARSHIP PROGRAMME**

---

## **PURPOSE, OBJECTIVES AND SCOPE OF WORK**

The Insurance Regulatory Authority, a state corporation established under the Insurance Act Cap 487 of the Laws of Kenya has a mandate to regulate, supervise and support the development of the insurance industry in Kenya. As part of its developmental mandate, the Authority established a scholarship program to support development of the actuarial function in the industry. The program is offered in partnership with the Cass Business School, London, United Kingdom for a period of one year.

The program is currently in its 7<sup>th</sup> cycle and there is need to evaluate its performance. The primary purpose of this consultancy therefore is to foster learning and improvement of the actuarial scholarship program and allow for identification of lessons learned, good practices for validating and scaling up or exit.

The objectives of the evaluation include the following:

- To validate and reconstruct review the model adopted by the program;
- To assess outcomes realized by the program over the last five years and the extent to which outputs have been achieved;
- To evaluate the gaps and bottlenecks in implementing the program; and
- To make recommendations based on the lessons learnt and good practices.

The evaluation will cover the evolution of the program and its approach from 2011 to 2018. Data collection will be conducted targeting the primary beneficiaries and the insurance industry players that absorb the actuaries.

## **EVALUATION FRAMEWORK AND QUESTIONS**

Evaluation of the program will be based criteria of relevance, effectiveness, efficiency, sustainability and cross-cutting considerations of gender and equity. These criteria will allow for a full assessment of the actuarial scholarship program from inception in 2011 to date. Among the issues to be considered are;

*Relevance:* Extent to which the actuarial scholarship program activities are well suited to the priorities and policies of IRA, the insurance industry and the national development agenda:

How appropriate is the Programme approach to meet the overall needs of the insurance industry from supply side, demand side as well as legal and regulatory framework?

Is the design of the approach conducive to realizing the outcomes and outputs as defined in the inception documents?

How well aligned is the approach with the overall strategic agenda of the Authority?

*Effectiveness of the Program's approach:*

To what extent program objectives achieved?

Which aspects of the program saw greater achievements and why?

Which aspects of the program saw greater challenges and why?

To what extent has the program achieved the outputs defined in the inception document?

To what extent the program has promoted increased knowledge, skills and communication capacities?

Ease with which insurance companies can easily access the services of actuaries?

What have been the multiplier effects of the program?

To what extent is the program interlinked with other initiatives at IRA



*Efficiency in the use of the resources:*

- How well have funds been allocated and utilized at all levels to realize the program's objectives?
- Were the least costly resources used to achieve the desired results?
- How effectively have resources been used to achieve outputs and were funds used in a way which was cost-effective?
- Are there any more efficient alternatives that IRA should consider?
- How effective and efficient has coordination been across the program delivery chain at IRA?
- To what extent were objectives achieved on time?

*Sustainability of the initiatives and actions plans and possible scalability, including:*

- How well will the current approach sustain positive outcomes without financial and technical support from IRA?
- To what extent can the approach be scaled-up and what are the options if any?
- What are the gaps and bottlenecks to scale-up?
- What were the major factors which influenced the achievement or non-achievement of sustainability of the program between 2011 and 2018?
- Are there any other factors that are emerging that the program should consider?

*Cross-cutting considerations:*

- How well does has the program incorporated and encouraged equity in its interventions, especially for those most disadvantaged?
- To what extent are age, gender, ethnicity, etc. disaggregated data collected and monitored?
- How can the current programme performance indicators and monitoring and evaluation framework be strengthened in terms of gender equality and equity?

- ✓ The consultant will be required to develop policy brief based on the findings

## **EVALUATION APPROACH AND METHODOLOGY**

It is expected that the consultant will employ a participatory and a mixed-methods approach to the evaluation.

Methodological rigor will be given significant consideration in the assessment of the proposals. Hence bidders are invited to interrogate the approach and methodology proffered in the ToR and improve on it, or propose an approach they deem more appropriate. In their proposal, bidders should refer to triangulation, sampling plan and methodological limitations and mitigation measures.

## **SCOPE OF SERVICES**

The scope of work includes the following key tasks:

Task 1:	Review background information about the actuarial capacity program whose beneficiaries will be surveyed; review the operating framework for the program and any materials available to include the specific needs of insurance companies that require the services of the scholarship beneficiaries.
Task 2:	Develop evaluation survey tools.
Task 3:	Conduct key informant interviews with program beneficiaries and program partners, collecting information to document project implementation. Assess the accuracy of the information provided by program beneficiaries using trace-and-verify methodology.
Task 4:	Develop data collection procedures and the field logistics plan. Finalize the plan in consultation with IRA.
Task 5:	Recruit data collectors to conduct the survey. Train data collectors together with IRA. Pretest data collection tools and processes and finalize them.
Task 6:	Conduct the evaluation using an appropriate data capture methodology, perform edit checks and clean the data. Create the analysis file and analyze the collected data in collaboration with IRA.
Task 7:	Draft the evaluation survey report while working closely with IRA and participate in dissemination of findings.

Task 8:	Develop a draft and final report of the findings incorporating comments from peer reviews and dissemination forum
Task 9:	Develop policy brief

For the purposes of developing a proposal, bidders should assume the survey will cover 36 program beneficiaries and 60 insurance companies. Give provisions for beneficiaries attached in the pensions sector.

*Technical Approach*

In narrative format, please describe the approach you will use to carry out the nine Tasks under the Scope of Work and fulfil the six deliverables. Please present this information by Task. The approach should demonstrate understanding of the assignment objectives and methodology. Clearly identify how you propose to implement this methodology. Describe steps you will take to ensure high quality data is 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 consultancy and include where appropriate 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*

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.

**EXPECTED OUTPUTS/DELIVERABLES**

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

<b>Deliverable</b>	<b>Description</b>
1 Workplan	Description and timeline for the implementation of all activities as described in the Terms of Reference with annotation of staff responsibilities.
2 Program profile	Summary of the IRA actuarial scholarship program and bidders understanding of its operating framework
3 Data collection protocol	Detailed description of the standard operating procedures that will be followed to carry out: 1) survey planning and preparations including recruitment and training of data collectors; 2) pilot testing and finalization of survey tools; 3) logistics plan and schedule; 4) sampling procedures; 5) data collection process including obtaining informed consent and administering the questionnaire; 6) quality assurance and field team management; 7) data management

	including electronic processing, edit checks, and documentation of file cleaning; 8) roles and responsibilities.
4 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.
5 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.
6 Draft report, final report and policy brief	The survey report will describe survey methods and implementation, data analysis results (with tables) for the MER indicators, and key findings

Deliverables expected for this exercise are:

- An Inception Report and a summary note in preparation for data collection
- Data collection tools
- A report of the preliminary evaluation findings from primary data collection
- A draft and final report.
- A PowerPoint presentation
- A four-page Evaluation policy Brief

*Other interim products are:*

- 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 evaluation to enrich presentations and the report; and
- Bi-weekly reports to IRA to track progress in the implementation of the evaluation.

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

*Inception Report:* The Inception Report will be key in confirming a common understanding of what is to be evaluated, including additional insights into executing the evaluation. At this stage, the consulting firm will refine and confirm evaluation questions, confirm the scope of the evaluation, further improve on the methodology proposed in the ToR and their own evaluation proposal to improve its rigor, as well as develop and validate evaluation instruments. The report will include, among other elements:

- evaluation purpose and scope, confirmation of objectives and the main themes of the evaluation;
- evaluation criteria and questions;
- evaluation 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;
- evaluation work plan and timeline, including a revised work and travel plan;
- resources requirements (i.e., detailed budget allocations tied to evaluation activities, work plan deliverables);
- annexes (i.e., organizing matrix for evaluation questions, data collection toolkit, data analysis framework, an evaluation summary note for external communication purposes. The inception report will be presented at a formal meeting with IRA.

*A report of preliminary evaluation findings:* This report will present the preliminary evaluation findings from primary data collection, comprising the desk-based document review and analysis of the scholarship program 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.

*A draft and final Evaluation 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.

*PowerPoint presentation:* The presentation will be used in dissemination of findings to stakeholders.

A four-page Policy/Evaluation Brief for external users, that is distinct from the executive summary in the evaluation report, which is intended for a broader, non-

technical and non-IRA audience, will be submitted to IRA as part of the consultancy deliverables.

**Bidders are invited to reflect on each outline and affect the necessary modifications to enhance their coverage and clarity.**

### **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.

- a) Relevant documentation
- b) Provide letters of introduction
- c) Liaison with different stakeholders as may be appropriate
- d) Conference facilities for presentations and meeting rooms for consultations where applicable.

### **PROPOSED WORK PLAN**

The consultant will be required to complete the work in sixty (60) 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.

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:



<b>NAME OF REPORT</b>	<b>DATE OF SUBMISSION/APPROVAL</b>
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 3 <sup>rd</sup> 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 the inception report.
- b) Forty (40) percent of the lump-sum amount 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**

### **TABLE OF CONTENTS**

CONTRACT .....	51
1. Services .....	51
2. Term .....	51
3. Payment.....	51
4. Project Administration.....	52
5. Project Performance Standards .....	53
6. Confidentiality .....	53
7. Ownership of Material .....	53
8. Consultant not to be engaged in certain Activities .....	53
9. Insurance .....	53
10. Assignment .....	53
11. Law Governing Contract and Language .....	54
12. Dispute Resolution.....	54

# **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**  
**12. Dispute  
Resolution**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Full name; \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature; \_\_\_\_\_  
Date; \_\_\_\_\_

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 of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc.

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED

**Board Secretary**