

TEACHERS SERVICE COMMISSION



RE-ADVERTISEMENT

PROVISION OF LEGAL SERVICES

(SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS)

OPEN TENDER

TENDER NO. TSC/T/055/2020-2021

CLOSING DATE: FRIDAY 9TH APRIL, 2021 AT 9.00 A.M.

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INTRODUCTION

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard Contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

SECTION I ~ LETTER OF INVITATION

SECTION I ~ LETTER OF INVITATION
TENDER NAME: PROVISION OF LEGAL SERVICES
TENDER NO: TSC/T/055/2020-2021

Dear Sir/Madam,

1. Teachers Service Commission invites proposals for the following consultancy services Provision of Legal service. More details of the services are provided in the terms of reference herein.
2. The request for proposal (RFP) includes the following documents;
 - a. Section I ~ Letter of invitation
 - b. Section II ~ Information to Consultants
 - c. Section III ~ Terms of reference
 - d. Section IV ~ Technical proposal
 - e. Section V ~ Financial proposal
 - f. Section VI ~ Standard Form
3. On receipt of this RFP please inform us
 - a) that you have received the letter of invitation; and
 - b) whether or not you will submit a proposal for the assignment
4. This is a **TWO BID ENVELOP TENDER**; the financial proposal should be put in a separate envelope. The following documents must be enclosed in the Financial Proposal Envelope failure to which will lead to disqualification.
 - (a) **Must Fill, Sign and Stamp Financial Proposal Submission Form in the Format Provided.**
 - (b) **Must fill, sign and stamp the Price Schedule in the format provided**
 - (c) **Fill, Sign and Stamp Form of Tender in the format provided.**
 - (d) **Must fill, sign and stamp the Application form in the format provided**
5. Interested and eligible consultants may obtain further information and inspect the Request for Proposal Documents from Procurement Office, 2nd Floor, Podium Wing, TSC House during normal working hours i.e. Monday to Friday from 8.00am to 5.00pm.
6. A complete set of RFP documents may be obtained upon payment of a non-refundable fee of Kshs. 1,000/= in cash or bankers cheque payable to The Secretary, Teachers Service commission or be downloaded free of charge from TSC website: www.tsc.go.ke and www.tenders.go.ke
7. Completed RFP documents are to be enclosed in plain sealed envelopes, marked with tender number and name and be deposited in the Tender Box provided at TSC House Podium Wing, 3rd Floor or be addressed and posted to **The Secretary/Chief Executive, Teachers Service Commission, P.O. Private, 00100, Nairobi.** To be received on or before **FRIDAY 9TH APRIL, 2021 at 9.00 am.**
8. Tenders will be opened immediately thereafter in the presence of the tenderers or their representative who choose to attend the opening at TSC House, 3rd Floor, Podium Wing on **FRIDAY 9TH APRIL, 2021 at 9.00 am**

COMMISSION SECRETARY/CHIEF EXECUTIVE OFFICER

SECTION II ~ INFORMATION TO CONSULTANTS

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SECTION II ~ INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The Teachers Service Commission will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particular attention to the following:
- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment, he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.

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

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultant's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

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

2.4 Financial proposal

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

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

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

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

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting,

except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before the date of opening.
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultant’s number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.
- 2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

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

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	specific experience of the individual consultant related to the assignment	30
(iii)	adequacy of methodology and work plan in response to the Terms of reference	40
	Total points	100

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

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

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed

fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

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

$Sf = 100 \times fm/f$ where

Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

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

$$S = ST \times T\% + SF \times P\%$$

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

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

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

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

2.10 Award of Contract

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

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

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

SECTION	INFORMATION TO CONSULTANTS
2.1	Introduction.
2.1.1	Teachers Service Commission will select an individual consultant among those who responded to the invitation for proposals.
2.1.2	The Lead consultants are invited to submit technical proposal and financial proposal for the Provision of legal services enveloped in a separate envelop.
2.1.3	Teacher’s service Commission shall apply standard conditions of engagement and scales of fees for professional services based on the Advocates Remuneration amendment order, 2014 under advocates Act CAP 16. The highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
2.1.4	The consultants must familiarize themselves with local conditions for provision of legal services and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions,

SECTION	INFORMATION TO CONSULTANTS
2.1.5	<p>consultants are encouraged to liaise with the Teachers service commissions regarding any information that they may require before submitting a proposal.</p> <p>The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.</p>
2.1.6	<p>The cost of preparing the proposal and negotiating the contract including any visit to the Teachers service commission are not reimbursable as direct costs of the assignment. The Teachers service commission shall not be bound to accept any of the proposals submitted.</p>
2.1.7	<p>Teachers Service Commission's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.</p>
2.2	<p>Clarification and amendment to the RFP documents</p> <p>2.2.1 Individual consultant may request clarification on any part of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals Friday 9TH April, 2021 at 9.00 am. Any request for clarification must be sent in writing by email ddprocurement@tsc.go.ke or by Post addresses to the Commission Secretary, Teachers service Commission P.O Box Private Bag -00100 Nairobi. Teachers service Commission will respond by placing the clarification on TSC website www.tsc.go.ke and in atleast one print media which is widely circulating.</p> <p>2.2.2 At any time before the deadline for submission of the proposals, the Teachers service Commission may for any reason, either at its own initiative or in response to a clarification requested by an interested individual consultant amend the RFP. Any amendment shall be issued through the TSC Website-www.tsc.go.ke and through print media which is widely circulating and will be binding to all the interested Consultants. Teachers service commission may at its discretion extend the deadline for the submission of the proposals</p> <p>2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the Teachers service commission not later than 7 days prior to the deadline for submission of tenders.</p> <p>2.2.4 The Teachers service Commission shall reply to and clarifications sought by the tenderer within 3 days of</p>

SECTION	INFORMATION TO CONSULTANTS
	receiving the request to enable the tenderer to make timely submission of its tender.
2.3 2.3.1	Preparation of proposals The individual consultant's proposal shall be written in English language.
2.3.2	In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
2.3.3	<p>While preparing the Technical proposal, the individual consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment, he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the same assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified. (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary. (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal. (d) Any other requirement required as outlined under technical evaluation requirements.
2.3.4	<p>The Technical proposal shall provide the following information;</p> <ul style="list-style-type: none"> (a) The individual consultant's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement. (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities

SECTION	INFORMATION TO CONSULTANTS
	requested to be provided by the Teachers Service Commission.
2.3.5	The Technical proposal shall be in a separate envelope from the financial proposal and shall not include any financial information.
2.4 2.4.1	<p>Financial proposal</p> <p>In preparing the financial proposal, the individual consultants shall take into the requirements of the terms of the reference as outlined in the RFP documents. The financial proposal will therefore be quoted in fees based on the Advocates Remuneration Amendment order, 2014 under the Advocates Act CAP 16 and shall be paid as per the price schedule.</p> <p>The financial proposal shall contain</p> <ol style="list-style-type: none"> 1. THE FINANCIAL PROPOSAL SUBMISSION FORM. 2. PRICE SCHEDULE 3. TENDER FORM 4. APPLICATION FORM IN THE FORMAT PROVIDED
2.4.2	The total Financial proposal sum should include all government payable taxes and reimbursable if any. No hidden charges shall be allowed.
2.4.3	The fees shall be expressed in Kenya Shillings.
2.4.4	The RFP shall remain valid for 120 days after the submission date. The Commission will complete tender process within the 120 days. However, Teachers Service Commission may give in writing notice of an extension of tender validity period to each person who submitted the tender to a maximum of 30 more days.
2.4.5	The financial proposal must comply with the Advocates Remuneration Amendment order, 2014 under the Advocates Act CAP 16. The Financial Proposal must be based on Advocates Remuneration Amendment order,2014 under the Advocates Act CAP 16.
2.5	Submission, Receipt and opening of proposals
2.5.1	The technical proposal and the financial proposal shall be prepared in indelible ink and shall contain no interlineations or overwriting. Any such corrections must be initialed by the individual consultant.
2.5.2	For each proposal the individual consultants shall prepare two copies. The Technical proposal and the 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

SECTION	INFORMATION TO CONSULTANTS
	PROPOSAL”, and the original and all copies of the Financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”.
2.5.4	Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall be addressed and posted to: The Secretary/Chief Executive Teachers Service Commission P.O. Private, 00100, NAIROBI and clearly marked “DO NOT OPEN before Friday 9TH April, 2021 at 9.00 am.
2.5.5	<p>The completed Technical and Financial proposals must be deposited at the tender box located at TSC House third floor Podium wing on or before Friday 9TH April, 2021 at 9.00 am. Any proposals received after the time and date of the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals</p> <p><i>N/B: The Teachers Service Commission shall not be liable for tenders which have been misplaced due to wrong address or depositing the tender document into wrong tender box. Tenderers are advised to be keen on the instruction to tenderers on the submission of tenders.</i></p>
2.5.6	After the deadline for submission of the RFP, the outer envelope of the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultant’s tender number allocated at the time of tender opening and shall remain sealed under the custody of Deputy Director, Teachers Service Commission up to the date set for opening.
2.6 2.6.1	<p>Evaluation of the Proposal (General)</p> <p>From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the Teachers service Commission on any matter relating to his/her proposal, he/ she should do so in writing at the address- The Secretary/Chief Executive Teachers Service Commission P.O. Private, 00100, or Email ddprocurement@tsc.go.ke</p> <p>Any effort by an individual consultant to influence the Teachers Service Commission’s staff in the evaluation and comparison of proposals for awards of contract shall result in the rejection of the individual consultant proposal</p>
2.6.2	The tender evaluation committee for the RFP shall have no access to the Financial Proposal, which in any case will

SECTION	INFORMATION TO CONSULTANTS								
	remain sealed, until the technical evaluation is concluded or finalized.								
<p>2.7 2.7.1</p>	<p>Evaluation of Technical Proposals The evaluation committee appointed by the Accounting Officer to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria</p> <table border="0"> <thead> <tr> <th>CRITERIA</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>(i) CV of the individual consultant</td> <td>25</td> </tr> <tr> <td>(ii) Specific experience of the individual consultant related to the assignment</td> <td>75</td> </tr> <tr> <td>Total points</td> <td>100</td> </tr> </tbody> </table>	CRITERIA	POINTS	(i) CV of the individual consultant	25	(ii) Specific experience of the individual consultant related to the assignment	75	Total points	100
CRITERIA	POINTS								
(i) CV of the individual consultant	25								
(ii) Specific experience of the individual consultant related to the assignment	75								
Total points	100								
2.7.2	Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee								
2.7.3	Each responsive proposal will be given a technical score (ST) of a maximum of 80%. Any technical proposal which fails to achieve at least a total score of 70% and above shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.								
<p>2.8 2.8.1</p>	<p>Opening and Evaluation of Financial Proposals After completion of the evaluation of Technical proposals the Teachers service Commission shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non-responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them un-opened after the completion of the selection process and contract award. At the same time, the Teachers service Commission shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the Teachers service Commission for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.</p>								
2.8.2	The financial proposals shall be opened by the Teachers								

SECTION	INFORMATION TO CONSULTANTS
<p>2.8.3</p> <p>2.8.4</p>	<p>service Commission in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees of the Financial Proposal shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.</p> <p>The formulae for determining the financial score (SF) shall be as follows: $Sf = 100 \times fm/f$ where Sf is the financial score Fm is the lowest fees quoted and F is the fees of the proposal under consideration.</p> <p>The lowest fees quoted will be allocated the maximum score of 100</p> <p>The individual consultant's proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. The formula for the combined scores shall be as follows;</p> $S = ST \times T\% + SF \times P\%$ <p>Where S, is the total combined scores of technical and financial scores St is the technical score Sf is the financial score T is the weight given to the technical proposal and P is the weight given to the financial proposal Note P + T will be equal to 100% The individual consultant achieving the highest combined technical and financial score will be invited for negotiations</p>
<p>2.9</p> <p>2.9.1</p>	<p>Negotiations</p> <p>Negotiations will be held at Teachers Service Commission P.O Box Private Bag -0100 Nairobi located at Podium Wing Second Floor.</p> <p>The purpose of the negotiations is for the Teachers Service Commission and the individual consultant to reach agreements and understanding on the scope of work, schedule of requirements, terms of reference and key deliverables and any other point regarding the assignment and sign a contract.</p>

SECTION	INFORMATION TO CONSULTANTS
2.9.2	The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment to form part of the contract.
2.9.3	The negotiations will be concluded with a review of the draft contract. If negotiations fail, the Teachers service Commission will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract
2.10	Award of Contract
2.10.1	The contract will be awarded before commencement of negotiations. After negotiations are completed the Teachers service Commission will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
2.10.2	The selected individual consultant is expected to commence the assignment within 7days after signing the contract.
2.11	Confidentiality
2.11.1	Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

SECTION III - TERMS OF REFERENCE (TOR)

The Teachers Service Commission intends to procure by way of Tender, the services of a competent law firm and/or qualified advocate to represent the Commission at the Supreme Court in prosecuting an appeal against the decision of the Court of Appeal in **NAIROBI CIVIL APPEAL NO 309 OF 2015: TEACHERS SERVICE COMMISSION VS. WINNIE JEBET AND 6 OTHERS.**

The scope of the Services includes:

- a) To represent the Teachers Service Commission at the Supreme Court.

- b) To file an appeal at the Supreme Court against the decision of the Court of Appeal in NAIROBI CIVIL APPEAL NO 309 OF 2015: TEACHERS SERVICE COMMISSION VS. WINNIE JEBET AND 6 OTHERS emanating from the High Court judgement in Nairobi High Court Petition No.331 of 2011: Winnie Jebet and Another Vs Astarikoh Henry Amkoah and 6 others.

Note: Bidders are advised to access the two judgements from www.kenyalawreform.org to acquaint themselves with the issues of law and facts emanating from the two decisions.

- c) To file and prosecute any related matter including the appropriate application for leave to file the main appeal at the supreme Court (only if necessary)
 - d) To represent the Commission in any application or proceedings that may emanate from the main appeal and which are directly related or connected to the main appeal.
 - e) Provide sufficient legal guidance and advisory to the Commission in the matter and ensure that the Commission is cushioned against adverse Orders until the matter is concluded
 - f) To render the necessary legal opinion and professional advice to the Commission in relation to the appeal and other connected matters.
 - g) Engage the Commission Secretary or her representative on any emerging issues related to the assignment.
 - h) Do all such things as may be necessary for the protection of the Commission's interest in the matter as per the customs and traditions of the legal practice;
 - i) Hand over the litigation file, including documents and information generated in the course of the assignment to the Commission upon the conclusion of the case.
1. **Professionalism Experience**
- a) The firm or its lead advocate should be adequately competent, possess substantial relevant experience and be able to effectively offer the Services associated with the consultancy.
 - b) The firm and the lead advocate should demonstrate that they have the necessary professional competence and experience in civil litigation in the Supreme Court of Kenya.

- c) The Firm and the lead Advocate should demonstrate understanding of the TSC mandate under the Constitution and provide evidence of handling Government briefs.

2. **Requirements, Reports and Schedules (Local Service Agreements)**

- a) It is expected that the successful firm may enter into discussion and agreement with TSC on the approach and action plans to realize the objectives of their appointment.
- b) The firm and/or the lead advocate will be expected to give periodic reports on the progress of the assignment.
- c) Law firms, which have previously been debarred, will not be considered in this Tender Process.
- d) The details of Nairobi Civil Appeal No.309 of 2015: Teachers Service Commission Vs Winnie Jebet and Nairobi High Court Petition No 331 of 2011: Winnie Jebet and Another Vs Astarikoh Henry Amkah & 6 others may be accessed at the Kenya law Reports.

EVALUATION CRITERIA TO BE USED FOR EVALUATION

1. Stage 1: Compliance with Mandatory requirement.
2. Stage 2: Compliance with Technical requirements.
3. Stage 3: Financial Evaluation.
4. Stage 4: Combining Financial and technical score.
5. Stage 5: Recommendation for award
6. Stage 6: Negotiation.
7. Stage 7: Signing of the contract

STAGE 1: COMPLIANCE WITH MANDATORY

NOTE: At this stage, tenderers must meet all mandatory requirements listed above to be responsive. The tenderer's who don't meet all the mandatory requirements will be non-responsive. The non-responsive tenders/bid documents will be eliminated from the entire evaluation process and will not be considered further

Stage 1: Compliance with mandatory requirements (MR)

The first stage of evaluation will involve determination of responsiveness to the Mandatory requirements.

S/No.	MANDATORY REQUIREMENTS	YES	NO
1.	Must submit copy of the Law Firm registration/incorporation certificate.		
2.	Provide one original and one copy of the tender document well bound- <i>(Both technical and financial proposals Must be in separate sealed envelopes clearly marked as “Technical and Financial Proposals” respectively)</i>		
3.	Must provide professional indemnity cover of Kshs. 5,000,000		
4.	Must provide a copy of CR 12 Form if the firm is Limited or National Identity Card for the Lead Advocate/proprietor if the law firm is a sole proprietor; copies of National Identity Cards for all Partners if the firm is a partnership.		
5.	Dully filled, signed and stamped confidential business questionnaire in the format provided in the format provided		
6.	Must fill, sign and stamp the technical submission form in the format provided.		
7.	Must Provide current (2021) Practicing Certificate/License for the Lead Advocate or evidence of Application for renewal –Attach Copy of receipt to the Law society of Kenya.		
8.	Must fill, sign and stamp Integrity Declaration form in the format provided.		
9.	Must fill, sign and stamp Non-Debarment Statement in the format provided.		
10.	Must provide valid Tax Compliance Certificate from Kenya Revenue Authority (KRA) valid up to the date of tender opening		
11.	Must provide evidence of physical location where the consultant will perform the assignment e.g., lease/Tenancy agreement, water bills electricity bills, Title deed.		
12.	Must demonstrate capacity to have handled at least one case at the supreme court (Attach Notice of Appointment,Consultancy Agreement , Reference Letters and Must attach copy of judgement or ruling.		

STAGE 2 COMPLIANCE WITH TECHNICAL REQUIREMENTS

Proposals meeting all the mandatory requirements will be subjected to Technical Evaluation based on the criteria given below:

No.	Evaluation requirement	Maximum Score	Marks Scored
1.	Company Profile a) Post Registration Experience-The Lead Consultant /Firm Must have at least Ten years of Experience 10 years and above 10 marks 5-9 years of experience 5 marks. 0-4 years of experience 0 marks	10	
	b) Methodology The lead consultant /Firm must provide a detailed methodology on the proposed work plan in taking up the assignment within the required timelines	10	
	c) Resume and Academic Certificates. i. The lead consultant/Firm must provide a detailed Resume and Academic Certificates to show the capacity to undertake the Assignment. <ul style="list-style-type: none">• Attach copies of Academic Certificates for Masters or Bachelor Degree @ 10 marks• Attach Copies of valid Practicing certificates @ 10 marks ii. The Lead Consultant/ Firm must provide certificates and resumes of five (5) Key experts to be involved in undertaking the assignment Attach Copy of valid Practicing certificates @ 1 marks	25	
2.	Litigation history of the Lead consultant /Firm. The lead consultant must have handled at least two cases at the supreme court of similar assignments, (litigation where the constitutional and statutory mandate of the public entity has been invoked. Attach Notice of Appointment, Consultancy Agreement, Reference Letters and Must attach copy of judgement or ruling as evidence. Two cases at the Supreme Court and above 25 marks Less than two cases at the Supreme Court 10 marks	25	
3.	The lead consultant must have at least handled five similar cases/assignments at the court of Appeal, litigation where the constitutional and statutory mandate of the entity has been invoked. Attach Notice of Appointment, Consultancy Agreement, Reference Letters or copy of judgement or ruling as evidence. Each case 3marks =15marks	15	
4.	The lead consultant must have performed similar assignments for at least five (5) Public entities /Constitutional Commissions @ 2marks	10	

	Must attach Recommendation letter/ Reference letters Signed consultancy agreement as evidence for the clients attached.		
5.	Completeness of bid documents	5	
Total score		100	

NOTES

The technical proposal which shall not meet the technical score or scored less than 70% will be returned un-opened. The responsive bidders that meets the minimum technical score of 70% and above will be invited for opening financial proposal.

STAGE 3: FINANCIAL EVALUATION

Consultants must attain a minimum score of 70% and above on the Technical Evaluation Score to qualify for financial bids opening and evaluation. Bidders who fails to achieve the minimum technical score will have their financial bids returned un-opened.

STAGE 4: COMBINING FINANCIAL AND TECHNICAL SCORES

Combining Financial and Technical score will be carried out as per clause 2.8.4. The weight to be assigned for the technical scores (t) will be 80% while the financial scores (p) will be 20%. The bidder(s) with the highest combined for both financial and technical scores will be invited for negotiation.

STAGE 5: RECOMMENDATION

Upon completion of the evaluation process for both technical and financial proposals, the Evaluation Committee will recommend the successful consultant for consideration to undertake the exercise.

Stage 6: NEGOTIATIONS

The bidders upon satisfying the requirements under stage 4 and 5 will be invited for negotiations. Negotiations will involve suggestions if any, on the improvement of the Terms of Reference (TOR) and on the quoted bid sum with a view to arriving at the most acceptable bid for both parties.

SECTION V- FINANCIAL PROPOSAL (FP)

The following documents must be enclosed in the Financial Proposal Envelope failure to which will lead to disqualification.

- 1) Fill, Sign and Stamp the Financial Submission Form in the Format Provided.
- 2) Fill, Sign and Stamp Price Schedule in the format provided
- 3) Fill, sign and stamp the Form of Tender in the format provided
- 4) Fill, sign and stamp the application form in the format provided

SECTION IV - TECHNICAL PROPOSAL (TP)

The technical proposal shall be prepared and submitted by the consultants. It shall contain the following: -

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

SECTION V- FINANCIAL PROPOSAL (FP)

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

- (a) Financial Proposal Submission form indicating total fees
- (b) Price Schedule in the format provided
- (c) Form of Tender in the format provided
- (d) Application form

PRICE SCHEDULE FORM

1. NAIROBI CIVIL APPEAL NO 309 OF 2015

DESCRIPTION	AMOUNT
PROFESSIONAL (LEGAL) FEE FOR REMUNERATION OF THE SERVICE	
ADD VAT	
REIMBURSABLES	
TOTAL	

TOTAL FEE IN WORDS

.....
.....
.....

NAME OF THE FIRM

SIGNATURE

STAMP.....

PAYMENT SCHEDULE

S/N	SUBJECT MATTER/ DELIVERABLE	PERCENTAGE OF THE CONSULTANCY FEE
01	Upon receiving instructions, drafting, filing and serving the required pleadings in the matter.	40 %
02.	Upon attending and concluding the hearing of the substantive Appeal.	10%
03.	Upon the Court rendering its final Judgment in the matter marking their final determination and the lead Advocate rendering the last advisory opinion on the Judgment.	50%

TECHNICAL PROPOSAL SUBMISSION FORM

[..... Date]

To: The Secretary
Teachers Service Commission
P.O BOX Private Bag-000100
Nairobi

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Provision of Legal Services in accordance with your Request for Proposal dated _____[Date] and our Bid Document Proposal. We are hereby submitting our Bid Document Proposal, which includes Technical Proposal and Financial Proposal sealed under a separate envelope.

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

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]:

_____ [Address]:

APPLICATION FORM

Date:

Application Number and Name:

The Commission Secretary

Teachers Service Commission

Kilimanjaro Road

Private Bag - 00100

NAIROBI, KENYA

Dear Madam,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, I, the undersigned law firm, apply to be engaged to provide Legal Services for the sums as may be ascertained in accordance with the Method of Charging for Services accepted and inserted by means negotiated and agreed.

Yours sincerely,

Full name of law firm.....

.....

Name and Capacity of authorized person signing the Application.....

.....

Signature of authorized person signing the Application

.....

Stamp of the law firm

FORM OF TENDER

Date.....

Tender No: TSC/T/055/2020-2021

To:

The Secretary
Teachers Service Commission
P.O BOX –Private Bag -00100

NAIROBI

Having examined the tender documents including Addenda Nos..... [insert numbers if any) which is hereby duly acknowledged, we, the undersigned, agreed to offer Provision of legal services in conformity with the Request for Proposal document for the sum of Kenya Shillings.....

.....
.....

.....
or such other sums as may be ascertained in accordance with the Scope of Work and Terms of Reference as per the attached Prices schedule herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form of Bank Guarantee from a recognized bank in Kenya.

We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall not constitute a binding Contract between us.

Dated this..... day of20....

Signed by.....

On behalf of.....

Official Stamp.....

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 addressTel No.Fax Email
.....
Nature of Business
Registration Certificate No.....
Maximum value of business which you can handle at any one time – Kshs.....
Name of your bankers.....
.....
Branch

	Part 2 (a) – Sole Proprietor																									
	Your name in full..... Age																									
	Nationality.....Country of Origin.....																									
	Citizenship details.....																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows																									
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 15%;">Citizenship details</th> <th style="width: 5%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 15%;">Citizenship details</th> <th style="width: 5%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</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.....																									

SECTION X - LIST OF LAW FIRM'S REFERENCES

The law firm is requested to provide the list of its references.

1.
2.

Yours sincerely,

Full name of law firm

Signature of duly authorized person signing the Application

Name and Capacity of duly authorized person signing the Application

Stamp of the law firm

SECTION XII - FORMAT OF CURRICULUM VITAE FOR PROFESSIONAL STAFF

Full name of _____
lawyer:.....Position in firm i.e. Partner or Associate: Years and or months with law firm:_____Membership (and status) in Professional Bodies:

Key Qualifications:

[Give an outline of lawyer's key experience and training most pertinent to the Services going not more than five years prior to the Date of the Tender Document. Indicate degree of responsibility held by the lawyer on relevant previous assignments and give dates and locations. For experience in last six years, also give types of activities performed and client references, where appropriate].

Preferred areas of practice if appointed by TSC:

[Give an outline of lawyer's preferred areas of practice relevant to the Services and any two outstanding achievements in that area going not more than five years prior to the Date of the Tender Document. Give client references, where possible].

Employment Record:

[Starting with present position, list in reverse order every employment held in the last ten years. List all positions held by the lawyer giving dates, names of employing organizations, titles of positions held, and locations of assignments].

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the information above correctly describes me, my qualifications, and my experience

Date:

[Signature of lawyer] Day/Month/Year

Full name of law firm

Signature of duly authorized person signing the Application

Name and Capacity of duly authorized person signing the Application
Stamp of the Law Firm.

SECTION - FORMAT OF CONFLICT OF INTEREST FORM

1. Full name of lawyer(s) involved in the matter

2. Name of third party involved in the matter

3. Nature of the matter

(E.g. Claim for negligence; personal injury; damage to property; electricity billing, commercial transaction)

4. Brief Details

(Including when and where the dispute arose; amount involved or the commercial transaction)

5. Case Number (where applicable)

6. Date of commencement of the matter/litigation

7. Present position of the matter

Yours sincerely,

Full name of law firm

Signature of duly authorized person signing the Application

Name and Capacity of duly authorized person signing the Application

Stamp of the law firm

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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

FOR: THE TEACHERS SERVICE COMMISSION
COMMISSION SECRETARY/ CHIEF EXECUTIVE

INTEGRITY DECLARATION

We Messrs.....
of
P.O. Box Code(town),
..... Phone Email declare
that Public Procurement is based on a free and fair competitive tendering
process which should not be open to abuse.

We
.....
.... declare that We will not offer or facilitate, directly or indirectly, any
inducement or reward to any public officer, their relations or business
associates, pursuant to Section 62 of the Public Procurement & Asset
Disposal Act, 2015, in connection with

Tender name:

Tender No.
.....

For/or in the subsequent performance of the contract if we are successful.

Dated this day of 20.....

Authorized Signature..... Official

Stamp

Name and Title of
Signatory.....

NON-DEBARMENT STATEMENT

We Messrs.....
of
P.O. Box Code(town),
..... Phone Email declare
that we/Messrs. are not debarred
from participating in public procurement by the Public Procurement
Oversight Authority pursuant to Section 62 of the Public
Procurement & Asset Disposal Act, 2015

Dated this day of 20.....
Authorized Signature.....
Official Stamp
Name and Title of
Signatory.....

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(lump-sum payments)**

This Agreement, [hereinafter called “the Contract”) is entered into this _____
_____ [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose
registered office is situated at] _____ [insert
Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Consultant’s name] of
[or whose registered office is situated at] _____
_____ [insert Consultants address] (hereinafter called “the Consultant”) of
the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

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

2. **Term** The Consultant shall perform the Services during the

period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**

the

A. **Ceiling**
For Services rendered pursuant to Appendix A,

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

B. **Schedule of Payments**

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

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

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

Kshs. _____ Total

C. **Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator

designated

in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project**

A. **Coordinator**

- Administration** 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 **Performance** The Consultant undertakes to perform the
Services with the highest standards of professional and
Standards 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** Any studies, reports or other material, graphic,
Material 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** The Consultant agrees that during the term of this
to be Engaged Contract and after its termination the Consultant
in certain and any entity affiliated with the Consultant shall

- Activities** be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

REQUEST FOR REVIEW FORM

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED
Board Secretary