

TEACHERS SERVICE COMMISSION



REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES ON MEDIA AND COMMUNICATION STRATEGY IMPLEMENTATION FOR TEACHERS SERVICE COMMISSION

SELECTION METHOD: – QUALITY AND COST BASED SELECTION

TENDER NO: TSC/RFP/02/2020-2021

Teachers Service Commission
Upper Hill, Kilimanjaro Road,
Private Bag, 00100
Nairobi

Email: info@tsc.co.ke
Head of Procurement
Website: <http://www.tsc.go.ke>
Email: ddprocurement@tsc.go.ke

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

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SECTION I - LETTER OF INVITATION

TENDER REF. NO. TSC/RFP/02/2020-2021

NO.	TENDER NAME AND NUMBER	ELIGIBILITY	CLOSING DATE AND TIME AND VENUE
1	TSC/RFP/02/2020-2021: REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES ON MEDIA AND COMMUNICATION STRATEGY IMPLEMENTATION FOR TEACHERS SERVICE COMMISSION	OPEN	CLOSING DATE: Friday 9th April, 2021 at 9.00 a.m.

- 1.1 The Teachers Service Commission invites sealed tenders from eligible candidates for **Request for Proposal for Consultancy Services On Media and Communication Strategy Implementation for Teachers Service Commission** to Build the Commission's public image and better understanding of its constitutional mandate.
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents from **Supply Chain Management Section, 2nd Floor Podium Wing, Teachers Service Commission House, Kilimanjaro Road Upper Hill** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1, 000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**. The Tender documents may also be downloaded free of charge from TSC website (www.tsc.go.ke) or (www.tenders.go.ke). Tender documents downloaded from the website are free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 366 days from the closing date of the tender.
- 1.5 Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number and tender name and be deposited in the tender box provided at the **TSC House, 3rd Floor Podium wing**, or be addressed and posted to The Secretary, Teachers Service Commission, Private Bag - 00100, Nairobi to be received on or before **Friday 9th April, 2021 at 9.00 am**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **Teachers Service Commission House, 3rd Floor Podium Wing**.

DR. NANCY NJERI MACHARIA, CBS
SECRETARY/CHIEF EXECUTIVE

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain 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 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 Form (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. 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 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

	Points
(i) Specific experience of the consultant related to the assignment	(0-25)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(5-15)
(iii) Qualifications and competence of the key staff for the assignment	(2-55)
(vi) Financial Capability	(3-10)
Total Points	<u>100</u>

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

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered.

Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 15% preferential bias in proposal. Details of such proof shall be attached by the Consultant.

- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -

$Sf = 100 \times \frac{FM}{F}$ where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

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

2.8.8 Where contract price variation is allowed, the variation shall not exceed 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 will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

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

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

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

2.10 Award of Contract

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

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

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

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

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

2.10.6 To qualify for contract awards, the tenderer shall have the following:

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

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

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

Appendix of 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.

ITT	Particulars of appendix to instructions to tenderers
2.1.0	Eligible of the Consultants:
2.1.1	Teachers Service Commission (TSC) is looking for a seasoned management consultant for the Provision of Consultancy Services on Media and Communication Strategy Implementation for Teachers Service Commission with relevant experience in similar assignment in Kenya or outside
2.1.2	Teachers Service Commissions employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
2.1.4	Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
2.2.0	Clarification of Tender Documents A Candidate making inquiries on the tender document may notify the Commission by email address: ddprocurement@tsc.go.ke Att. Senior Deputy Director – SCMS. The Teachers Service Commission will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders.
2.2.1	Written copies of the TSC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents or may be sent to the Print Media as an Addendum.
2.2.2	The Commission shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer make timely submission of its tender.
2.2.3	A complete hard copy tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs 1,000.00 in cash or bankers cheque payable to The Secretary, Teachers Service Commission ; and attach a copy of receipt to the Tender Document. Alternatively, the document may be downloaded for free from the TSC websites by visiting www.tsc.go.ke or www.tenders.go.ke
2.3	Preparation of Technical Proposal
2.3.1	The Consultants proposal shall be written in English Language only
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 shall result in rejection of a proposal.
2.3.3	While preparing the Technical Proposal, consultants must give particular attention to the following: a) Consultants who does not have all the expertise for the assignment, may obtain a full range of expertise by associating with individual consultant(s) and/or other firms in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other

ITT	Particulars of appendix to instructions to tenderers
	<p>consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.</p> <ul style="list-style-type: none"> b) A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. c) In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members. d) Consultants shall not be allowed to participate in more than one proposal. e) 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. f) The Consultant shall not be allowed to change the Key Experts at the mild of the implementation. If so warrant, the consultant shall seek approval of the Teachers Service Commission outlining critical factors and how the consultant is likely to replace the outgoing expert/s g) Proposed professional staff must as a minimum, have the experience in communication and media, preferably with similar experience and magnitude in Kenya or outside.
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 Form (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 their financial proposal in Kenya Shillings only.
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 180 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 Commission will make its best effort to complete negotiations within this period. If the Commission wishes to extend the validity period of the proposals, the consultants shall agree to the extension.
2.5	Submission, Receipt, and Opening of Proposals
2.5.1	The original proposal (Technical Proposal and Financial Proposal shall be prepared in indelible ink. Each 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.

ITT	Particulars of appendix to instructions to tenderers
2.5.2	For each proposal, the consultants shall prepare one original copy and two copies. 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 Friday 9th April, 2021 at 9.00 am . 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 by the Head of Supply Chain Management 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 TSC on any matter related to his proposal, he should do so in writing to The Commission Secretary, Teachers Service Commission or email to: ddprocurement@tsc.go.ke . Any effort by the firm to influence any person of the Commission in the proposal evaluation, proposal comparison or Contract award decisions shall result in the rejection of the consultant’s proposal.
2.6.2	Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
2.7	Evaluation of Technical Proposal
2.7.1	The evaluation committee appointed by the Teachers Service Commission shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as set out in this RFP. Evaluation Committee Members shall not deviate from the criterion prescribed in this tender.
2.7.2	Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score 70%.

ITT	Particulars of appendix to instructions to tenderers
2.8	Public Opening and Evaluation of Financial Proposal
2.8.1	After Technical Proposal evaluation, the TSC shall notify those consultants whose proposals have met the minimum score and are shortlisted for financial opening, and those did not meet the minimum qualifying mark indicating that their Financial Proposals will be returned after completing the selection process. The Commission 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 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 Commission shall prepare minutes of the public financial proposal 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. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted and read during the opening shall absolute and final. Arithmetic errors shall not be corrected whatsoever by anybody. Bidders whose financial proposal have arithmetic errors shall be disqualified.
2.8.5	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 priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
2.8.6	The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
2.8.7	Contract price variations shall not be allowed within the contract duration (3 years) unless it is legally accepted and may only applicable if it complies with the provisions of the PPADA 2015.
2.8.8	Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

ITT	Particulars of appendix to instructions to tenderers
2.9	Negotiations
2.9.1	Negotiations will be held at the Teachers Service Commission Headquarters, Upper Hill. The aim is to reach agreement on the understanding of the Terms of Reference, scope of work, key deliverables and payment structure and final signature of the contract.
2.9.2	Further, Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The TSC and the successful firm will then work out final Terms of Reference, staffing and work plan 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	The financial negotiations will not involve the remuneration rates for staff.
2.9.4	Having selected the firm on the basis of an evaluation of proposed key professional staff, the experience and the experts named in the proposal, the Commission will require assurances that the experts will be actually available. The Commission 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 listed in the proposal for the purpose of winning the tender without confirming their availability, the firm shall be disqualified and the Commission shall select the second lowest bidder.
2.9.5	The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations, the Commission and the selected firm will initial the agreed Contract. If negotiations fail, the Commission will invite the firm whose proposal received the second highest score to negotiate a contract.
2.9.6	The Teachers Service Commission shall appoint a team comprising the Evaluation Committee Members and three other officers representing directorates for the purpose of the negotiations.
2.10.1	Award of Contract
2.10.7	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.
2.10.8	The selected firm is expected to commence the assignment as soon as the contract is signed.
2.10.9	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.
2.10.10	The Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
2.10.11	The TSC shall give prompt notice of the termination to the tenderers and on request given its reasons for termination within 14 days of receiving the request from any tenderer.

ITT	Particulars of appendix to instructions to tenderers
2.10.7	<p>To qualify for contract awards, the tenderer shall have the following:</p> <ul style="list-style-type: none"> (e) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured. (f) Legal capacity to enter into a contract for procurement (g) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. (h) Shall not be debarred from participating in public procurement.
2.11	<p>Confidentiality</p> <p>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.</p>
2.12	<p>Amendment of Tender Documents</p> <p>2.12.1 At any time prior to the deadline for submission of tenders, the Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by issuing an addendum.</p> <p>2.12.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by email or through print media and such amendments shall be binding on them.</p> <p>2.12.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing of their tenders, the Commission, at its discretion, may extend the deadline for the submission of tenders.</p>
2.12.4	<p>The tender prepared by the tenderers, as well as all correspondence and documents relating to the tender exchanged by the tenderer and TSC, shall be written in English language.</p>
2.12.5	<p>The tender security may be forfeited:</p> <ul style="list-style-type: none"> a) If a tenderer withdraws its tender during the period of tender validity. b) In the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with paragraph.
2.12.6	<p>In exceptional circumstances, the Commission may extend the tender validity period for a maximum of 30 days.</p>
2.12.7	<p>Completed tender documents must be enclosed in plain sealed envelopes, marked with the tender number (TSC/RFP/02/2020-2021) and tender name: <i>REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES ON MEDIA AND COMMUNICATION STRATEGY IMPLEMENTATION FOR TEACHERS SERVICE COMMISSION</i> and be deposited in the tender box provided at the TSC House, Podium wing, 3rd floor, or be addressed and posted to The Secretary, Teachers Service Commission, Private Bag – 00100, Nairobi to be received on or before, FRIDAY 9TH APRIL, 2021 AT 9.00 AM.</p>
2.12.8 2.12.9 2.12.10	<p>Post-qualification</p> <p>The Commission will verify and determine to its satisfaction whether the successful bidder who has been selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.</p> <p>The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of qualifications submitted as well as such other information as the Commission deems necessary and appropriate.</p>

ITT	Particulars of appendix to instructions to tenderers
2.12.11	An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
2.12.12 2.12.13	Procuring entity's Right to accept or Reject any or all Tenders The Commission reserves the right to accept or reject any or all tender/s, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers. The Commission shall bear obligation to inform the affected tenderer/s of the grounds for its action. The termination of the procurement proceeding shall be carried out pursuant to section 63 (PPADA 2015).
2.27 2.27.1 2.27.2	Notification of Award Prior to the expiration of the period of tender validity, the Commission will notify the successful tenderer in writing that its tender has been accepted. The notification of award shall not signify the formation of the contract but will signify the intension to enter into a contract subject to the acceptance by the successful tenderer and signing of the contract between the tenderer and the Commission. Simultaneously the other tenderers shall be notified that their tenders were not successful.
2.28 2.28.3 2.28.3 2.28.4	Signing of Contract Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity. The contract will be definitive upon its signature by the two parties. The Commission and the successful bidder shall sign the contract within 30 days from the date of notification of contract award unless there is an administrative review request.
2.30 2.30.1 2.30.2	Corrupt or Fraudulent Practices The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices. The Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing or during the tendering stage for the contract in question. N/B: Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Clause Reference

2.1 The name of the Client is: **Teachers Service Commission**

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

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

The name, objectives, and description of the assignment: **CONSULTANCY SERVICES ON MEDIA AND COMMUNICATION STRATEGY IMPLEMENTATION FOR TEACHERS SERVICE COMMISSION (TSC)**

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

2.1.4 The name(s), address(es) and telephone numbers of the Client's official(s) are: **The Secretary, Teachers Service Commission, P.O. Box Private Bag- 00100, Nairobi**

2.1.5 The Client will provide the following inputs: **Access to all information and documentation required by the Consultant.**

2.1.6 Training is a specific component of this assignment: **YES**

Additional information in the Technical Proposal includes: **as per the terms of reference**

2.5.2 Consultants must submit two (2) copies each complete Bid Documents (Technical and Financial Proposals) as hard copies at the TSC offices located at TSC Building, Upper hill

2.5.4 Bidders must submit Proposals not later than: **Friday 9th APRIL, 2021 AT 9.00 A.M.**

2.6.1 The address to send information to the Client is: **The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi**

2.6.3 The minimum technical score required to pass will **70%**

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

The weights given to the Technical and Financial Proposals are:

T=_____(0.80 to 0.90)- 80%

P=_____(0.10 to 0.20) – 20%

2.9.2 The assignment is expected to commence **immediately upon signing of the contract by both parties.**

A: PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

S/No.	Requirements	YES	NO
1.	Must attach Certified copy of Valid Certificate of Registration/Incorporation. <i>Certification must be done by the Commissioner of Oath.</i>		
2.	Must attach a copy of valid Tax Compliance Certificate.		
3.	Must attach a copy of KRA PIN/VAT Certificate		
4.	Must attach a Certified copy of Single Business Permit from a County government. <i>Certification must be done by the Commissioner of Oath.</i>		
5	Must attach a current CR 12 form issued/renewed within the last two years from the date of tender opening. For sole proprietor attach a copy of ID		
6	The firm must have a physical address and administrative office (Attach copy of valid Lease Agreement from landlord or Title Deed if the land and the building belongs to the Consultant)		
10	Dully filled, signed and stamped Confidential business Questionnaire		
11	Must fill, sign and stamp Non-Debarment form in the format provided.		
12	Must fill, sign and stamp Integrity Declaration form in the format provided.		
13	The Lead Consultant must attach a relevant professional membership or practicing certificate from a recognized professional body in Kenya or any other body outside Kenya.		
14	Must attach valid Professional Indemnity Insurance Cover worth Kenya Shillings One Million (Kshs. 1,000,000)		
15	Must provide affidavit on litigation history for last two (2) years from the date of tender opening. The affidavit must be signed by the Commissioner of Oath.		
16	The tender document must be paginated signed and stamped from page 1 to the last page by the authorized officer. <i>Any inconsistency in pagination shall lead to disqualification.</i>		
17	The Lead Consultant or the firm must have similar (Media and Communication Consultancy Services) experience in the Education Sector. <i>Attach at least two signed contracts/LPO/LSO/Recommendation Letters of assignments that the Lead Consultant or the Firm has undertaken in Education Sector.</i>		

Note: Only bids meeting all the above requirements shall proceed to technical evaluation

B: TECHNICAL EVALUATION

No	Criteria	Scores	Max Score	Points Awarded
1.	RELEVANT EXPERIENCE OF THE CONSULTANCY AND TECHNICAL CAPABILITIES TO CARRY OUT THE ASSIGNMENT			
a.	At most five (5) years' relevant experience in communication and media strategy formulation and implementation. <ul style="list-style-type: none"> Below 5 years' experience @ 2 marks Above 5 years' experience @ 5 marks 	5	25	
b.	Relevant experiences in communication and media consultancy services (Give evidence of at least four (4) similar assignments undertaken in Kenya or outside Kenya of the same magnitude. Attach signed Contract Documents/LSO or Certificate of Completion or Recommendation letters indicating the exact assignment, duration of assignment and the total contract sum). Each assignment is 5 marks	20		
2.	APPROACH AND METHODOLOGY			
a.	Proposed approaches, processes, instruments and action plan to guide in development and implementation of the communication and media strategy. <ul style="list-style-type: none"> Methodology Detailed action plan on: Proposed work plan to carry out the consultancy service 4 marks 	10 5	15	
3.	FINANCIAL CAPABILITY			
a.	Submit the last two (2) years Audited Accounts 2018 and 2019 @ 2.5 marks	5	10	
b.	Financial capability for the last three years. <ul style="list-style-type: none"> Provide a certified bank statement for three (3) years by the issuing bank 	5		
4.	HUMAN RESOURCES CAPACITY			
a.	Lead Consultant: Must be a seasoned management consultant with relevant experience in leading assignments of similar scope in Kenya or outside involving Provision of Consultancy Services for Development and implementation of Media and Communication Strategies. I. Evidence of at least one (1) assignment in Media and Communication Monitoring Consultancy Services II. Evidence of at least one (1) assignments in Media and Communication Training and Capacity building services III. Evidence of at least one assignment in media and communication strategy Attach the following supporting documents; signed contract/LPO/LSO or Completion certificate or recommendation letters for the Lead Consultant or the Firm.	5 5 5	15	

	<p>The Lead Consultant must be a holder of at least Master's Degree in one of the following; Media or Communication or Journalism or any other equivalent/relevant training from a recognized university with at least 10 years' relevant experience.</p> <p>PhD 10 Marks, Masters 5 Marks, 1st Degree 3 marks</p> <p><i>Must attach academic certificates from higher learning institution and current updated CV from the employer.</i></p> <p>The Lead Consultant must have at least 10 years' experience in the Newsroom of which four years must have served at the level of an Editor.</p>		10	5	15	
b.	<p>Key staff to undertake the consultancy:</p> <p>At least three (3) key experts must have over 5 years' experience in media and communication or journalism</p> <p><i>Attach an updated CV certified by the current employer</i></p> <p>One must have Master's degree in media and communication from an institution of higher learning recognized in Kenya</p> <p><i>Attach academic certificates</i></p>	<p>@ 2 marks</p> <p>@ 4 marks</p>	6	4	10	
c.	<p>Other Technical Staff:</p> <p>At least one other technical staff should possess a Bachelor's degree in communication, journalism or a relevant field and should have handled at least two assignments related to communication and media strategy implementation (Attach certificates, CVs and client reference letters)</p>	<p>Qualifications – 3 marks</p> <p>Experience – 2 marks</p>	5		5	
d.	<p>Time schedule for professional personnel</p> <p>The Consultant shall provide a commitment that the assignment supported by work plan showing the time proposed for each professional staff team member shall be completed within one (1) year.</p>	5	5		5	
	TOTAL				100	

Note:

- The firms/Consultants must achieve a minimum of 70% marks and above. Bidders that have achieved 70% and above will proceed to financial evaluation. However, bidders who do not attain 70% marks shall be considered non-responsive and will be eliminated.

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.

Part 1 General

Business Name Location of Business Premises

Plot No, Street/Road

Postal address Tel 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

	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

	Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....Signature of Candidate.....

NON-DEBARMENT STATEMENT

I/We/Messrs.....
of Street/avenue, Building, P. O. BoxCode, of
..... (town), (Nationality), Phone E-mail
..... declare that I/We /Messrs

..... are not debarred from participating in public
procurement by the Public Procurement Oversight Authority pursuant to pursuant to
Section 62 of the Public Procurement & Asset Disposal Act, 2015

Dated this day of 20.....

Authorized Signature..... Official Stamp
.....

Name Title of Signatory
..... Official Rubber
Stamp.....
...

INTEGRITY DECLARATION

I/We/Messrs..... of
Street/avenue, Building, P. O. Box Code, of (town),
(Nationality), Phone E-mail declare that Public Procurement is based
on a free and fair competitive tendering process which should not be open to abuse.

I/We declare that
I/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 I/We am/are successful. Dated this
..... day of 20.....

Authorized Signature..... Official Stamp
.....

Name and Title of Signatory.....

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____Date]

To:_____ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

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

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

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	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) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

Full name of staff member: _____ Date _____

Full name of authorized representative: _____ Date _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Full Name: _____

Title: _____

Signature: _____
(Authorized representative)

Date _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Name: _____	
Names Amount	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	
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 <hr/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				<hr/>

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE IMPLEMENTATION OF COMMUNICATION & MEDIA STRATEGY FOR TSC

1.0 Justification for the consultancy.

The Teachers Service Commission is established under Article 237 (1) of the Constitution and is mandated to register trained teachers; recruit and employ registered teachers; assign teachers employed by the Commission for service in public learning institutions; promote and transfer teachers; exercise disciplinary control over teachers; and terminate the employment of teachers amongst others.

The Commission has a broad stakeholder profile comprising amongst others: Teachers, Secretariat staff, Teachers Unions, learners, Board of Management, parents, non-governmental organizations and government agencies. Given that on average every household has school-going children, the impact of the decisions of the Commission is felt nationally.

Currently, the Commission is the largest single employer in Kenya. It has more than **325,241** teachers in its employment: about 216,000 primary teachers, 88,000 secondary school teachers and 5,000 tutors in tertiary institutions. Its impacts in the national sphere cannot therefore be understated.

To reach its publics the Commission disseminates information through various channels including; circulars, memos, letters, press statements, press releases, website, email, Facebook and Twitter. Teachers, who form a critical public group, have various channels of communication among themselves which mainly include Facebook and WhatsApp groups.

Effective communication is critical for the Commission to have a fruitful engagement with its stakeholders. The Commission plans to have an aggressive campaign to enhance its communication with the stakeholders. In this regard, the Commission is interested in engaging a communication, media and public relations firm to implement a comprehensive implementation plan for its communication and media strategy that will enable the Commission engage effectively its publics/stakeholders.

2.0 Objectives of the Consultancy

2.1 The overall objective of the consultancy is to implement the Commission's Communication and Media Strategy in line with the TSC Strategic Plan to advance its mandate and reform agenda through targeted communication so as to reach all its clients and catalyse support for its core mandate and reform agenda. This is in addition to building good relationships between TSC, its clients and stakeholders.

2.2 Specific Objectives of the Consultancy

The Consultancy should realise the following objectives;

- i). Providing communication support to the Teachers Service Commission (TSC) to implement its communication strategy in close collaboration with the Corporate Communication Department.
- ii). Provide technical support to the Biometric Registration of Teachers Exercise.
- iii). Work with the TSC Magazine (The Teachers' Image) Editorial Board in the production of the magazine.
- iv). Enhance use of TSC own media channels.
- v). Facilitate media engagements and interventions for the Commission.
- vi). Pitch for coverage of TSC key programmes, projects and functions in the media.
- vii). Facilitate TSC to carry out periodical and targeted media and communication campaigns.
- viii). Promote delivery of special messages tailored for the Commission's events and functions through various media platforms.
- ix). Conduct media (print, electronic and social) monitoring and provide timely analytical reports on emerging issues, crisis and help craft responses as required.
- x). Devise methods to monitor current and future news agenda in order to identify and exploit media and communication opportunities.
- xi). Develop and facilitate implementation of a crisis management communication strategy.
- xii). Capacity build staff and Commission's influencers on effective communication.

3.0 Scope of the Assignment

The scope of the consultancy shall include:

1. Development of a detailed TSC Communication and Media Implementation Plan which will include; An implementation plan based on target groups and messages, the media to be used, timeframe for the implementation, and a robust media engagement plan for various types of media products in print, electronic and social media. The products such as articles, commentaries,

features, press releases, press package, scheduling interviews and editorials to be used to highlight the achievements of the Commission and good practices.

2. Capacity building of media stakeholders on the mandate of TSC, internal Corporate Communication Staff, County and Regional Directors and influencers on media engagement and social media skills.
3. Undertake monthly analytical reports on TSC key programmes, projects and functions covered in the media and activities outlined in the agreed Communication and Media Strategy and approved Implementation Plan.
4. Quarterly reports on targeted media and communication campaigns.
5. Work with the TSC Magazine (The Teachers' Image) Editorial Board in the production of the magazine.
6. Enhance use of TSC own media channels by developing and producing quarterly documentary.
7. Undertake Media engagements and interventions.
8. Produce monthly opinion articles in a national newspaper.

4.0 Deliverables

Payments shall be based on deliverables as indicated below;

- i. **Inception report:** 30% of the Contract Sum
- ii. **Submission of the Quarterly Reports:** 15% per of the total Contract Sum per Quarter

This shall involve submission of the following;

- a) monthly analytical reports on TSC key programmes,
 - b) projects and functions covered in the media and activities,
 - c) implementation of TSC Communication and Media Strategy,
 - d) Facilitating of the production of the Teachers Image Magazine and production of monthly Newsletter updates on the TSC and Stakeholders
 - e) Training for the Commissioners, Directors, Communication staff, Regional and County Directors on effective communication and media liaison skills
- iii. **Submission of the Final Report:** 10% of the total Contract Sum
 - iv. Quarterly production of '**The Teachers Image**' magazine;
 - v. Quarterly report on the implementation of the TSC communication and media strategy.

All the deliverables should be submitted in both soft (MS Words) and hard copies.

5.0 Evaluation Criteria

Proposals will be evaluated on the basis of:

- i. Relevant experience of the consultant and technical capabilities to carry out the assignment.
- ii. Approach and methodology
- iii. Financial capability
- iv. Human Resource capacity

6.0 Submission requirements

Proposal submissions are to include the following:

- i. Technical proposal with the proposed approach and activities to be taken for the implementation and management of the consultancy, including an operational work plan with timelines.
- ii. Breakdown of costs with man days for each team member (if team approach is utilized). Any travel associated with this assignment must be integrated into the submitted budget as line item travel.
- iii. Curriculum Vitae of consultant and for each member of the team (if a team approach is utilized)
- iv. Other supporting material deemed to be relevant to the proposal may be attached.

7.0 Location

Scope of work can be conducted remotely with contact with the TSC Corporate Communications Division and occasional visits to TSC field offices.

However, face-to-face meetings will be required to discuss the requirements, implementation process and other pertinent details for the execution of the Scope of Work. A final face-to-face meeting to present and discuss the final report will be required. Any expenses, unless explicitly articulated will be at the expense of the consultant.

SECTION VI:
STANDARD FORMS OF CONTRACT

a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. LARGE ASSIGNMENT _____Exceeding Kshs. 5,000,000

ANNEX I

REPUBLIC OF KENYA

**STANDARD FORM OF CONTRACT FOR CONSULTING
SERVICES**

Large Assignments (Lump- Sum payment)

CONTRACT FOR CONSULTANT’S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____[date]

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____ day of the month _____ of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (Hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** If any of these Appendices are not used, they should be deleted from the list]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub Consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ [TEACHERS SERVICE COMMISSION]

[Full name of TSC has authorized representative _____]

[title] _____

[Signature] _____

[Date] _____

For and on behalf of _____ [name of consultant]

[full name of Consultant's
Authorized representative] _____

[Title] _____

[Signature] _____

[Date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

1.7 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of

Unless terminated earlier pursuant to Clause 2.6, this

Contract Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition for the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- 2.6.2 By the Consultant**
- (e) if the Client in his sole discretion decides to terminate this Contract. The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;
 - (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
 - (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- 2.6.3 Payment upon Termination**
- Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

- The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub Consultant and any of his affiliates, 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.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, a n y business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 **Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").
- 3.6 **Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 **Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

3. CONSULTANT'S PERSONNEL

- 4.1 **Description of Personnel** The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 **Removal and/or Replacement Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel have (i)

committed serious misconduct or have been charged

with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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.

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Telephone: _____ Telex; _____</p> <p>Facsimile: _____</p> <p>Consultant: _____ Attention: _____</p> <p>_____ Telephone; _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect Is upon signing of the contract</p> <p><i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>
2.2	The date for the commencement of Services is upon signing of the contract
2.3	<p>The period shall be 30 days</p> <p><i>Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i></p>
3.4	<p>The risks and coverage shall be:</p> <p>(i) Professional Liability _____</p> <p>(ii) Loss of or damage to equipment and property</p>

6.2(a) The amount in foreign currency or currencies is N/A
[Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

- Ten (10) percent of the Contract Price shall be paid after submission and approval of the inception report
- Twenty (20) percent of the lump-sum amount shall be paid upon submission of the interim report as per the deliverables
- Twenty-five (35) percent of the lump-sum amount shall be paid upon submission of the final report.
- Ten (10) percent of the lump-sum amount shall be paid upon approval of the final report.
- Twenty (20) percent of the lump sum amount shall be paid after 6 months during the implementation and execution.
- There shall be no price variation during the contract period within 12 months from the date of the contract agreement
- There shall be 10% performance Bond paid within 14 days after the date of signing the contract.
- Payment for professional fee shall be paid within 30 days from the date of receipt of an invoice
- Submit 6 bound copies of the final report and 6 CD in MS Word

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

All the necessary records/documents/information and facilitations needed

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