



THE CHIEF EXECUTIVE OFFICER
 MEDIA COUNCIL OF KENYA
 GROUND FLOOR, BRITAM CENTRE
 RAGATI ROAD, UPPER HILL P.O BOX 43132-00100-NAIROBI
 Tel: +254 727 735252, +254 702 558233, +254 702 558234,
 email: tenders@mediacouncil.or.ke

Tender No.	MCK/001/PROC/RFP-024/20-21
Tender Description	Request for Proposals (RFP) Selection of Consultants to provide: Consultancy for Media Campaign, Creative Production and Media Advisory
Lots	<p>Lot I: Constitutional and Legislative process and Issues- National Campaign both National Media- 6 TV stations, 20 Radio Stations and 4 Newspapers.</p> <p>Lot II: Constitutional and Legislative Process and Issues - Niche Media, Local Language, Digital and Religious Media</p> <p>Lot III: Climate Change- 20 TVs across Counties.</p> <p>Lot IV: Climate Change- Niche Media, Local Language, Digital and Religious Media.</p> <p>Lot V: Gender Based Violence- National Campaign both National Media- 6 TV stations, 20 Radio Stations and 4 Newspapers.</p> <p>Lot VI: Gender Based Violence- Niche Media, local language, digital and Religious Media.</p> <p>Lot VII: Access to Universal Health- National Newspaper and 10 Radio stations.</p>
Closing Date and Time	16 th March, 2021 at 11:00AM

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SECTION I**INVITATION TO TENDER**

DATE _____

TENDER REF NO. MCK/001/PROC/RFP-024/20-21

TENDER NAME: PROVISION OF CONSULTANCY FOR MEDIA CAMPAIGN,
CREATIVE PRODUCTION AND MEDIA ADVISORY**Tender Notice**

1. The Media Council of Kenya invites sealed bids from eligible candidates for the following tenders:

NO.	DESCRIPTION	ELIGIBILITY	CLOSING DATE AND TIME
1	<p>MCK/001/PROC/RFP- 024/2020-2021: Consultancy for Media Campaign, Creative Production and Media Advisory</p> <p>Lot I: Constitutional and Legislative process and Issues- National campaign both national media- 6 TV stations, 20 Radio Stations and 4 Newspapers.</p> <p>Lot II: Constitutional and Legislative process and Issues - Niche Media, local language, digital and Religious Media</p> <p>Lot III: Climate Change- 20 TVs across Counties.</p> <p>Lot IV: Climate Change- Niche Media, local language, digital and Religious Media.</p> <p>Lot V: Gender Based Violence- National campaign both national media- 6 TV stations, 20 Radio Stations and 4 Newspapers.</p> <p>Lot VI: Gender Based Violence- Niche Media, local language, digital and Religious Media.</p> <p>Lot VII: - Access to Universal Health- National Newspaper and 10 Radio stations.</p>	OPEN	16th March, 2021 11.00 AM

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2. Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the:

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Tel: +254 727 735252, +254 702 558233, +254 702 558234,
email: tenders@mediacouncil.or.ke

3. A complete set of bidding documents in English may be obtained from MCK's Supply Chain Office.
4. Bids will be opened promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Media Council of Kenya Britam Centre** office.

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Media Council of Kenya will select a consulting firm or consortium of consultants under a lead consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a combined Technical Proposal and Financial Proposal.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference where applicable. 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 consultant should ensure that they have all the relevant licenses
- 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 relatives (spouses and children) are not eligible to participate.
- 2.1.7 This tender document is free of charge and shall be downloaded from the MCK website.
- 2.1.8 The procuring entity shall allow the Tenderer to review the tender document free of charge before purchase or downloading from the Authority's website.

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 [3] days before the proposal submission date. Any request for clarification must be in writing or electronic mail via tenders@mediacouncil.or.ke as indicated in the Appendix "ITC". MCK shall respond through 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.

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Addenda shall be uploaded on the MCK website. Respective bidders are advised to visit the MCK website www.mediacouncil.or.ke frequent during the tendering period . The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultant's proposal shall be written in the 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) 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.
- (iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (iv) 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 five (5) years.

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2.3.5 The Technical Proposal and financial proposal be combined

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including third party costs if at all, rate cards for media houses with clarity of period of validity

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 .

2.4.3 Consultants shall express the price of their services in Kenya Shillings or any other easily convertible currency.

2.4.4 The Proposal must remain valid for 120 days 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 where applicable. 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 (Combined Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself.

2.5.2 The proposal shall be submitted in hard copy on or before **16th March, 2021 at 11.00am**

2.5.3 The bidding document is available on the MCK website: www.mediacouncil.or.ke. Bidders are encouraged to download and prepare before submission.

2.5.5 After the deadline for submission of proposals, the Proposal shall be opened immediately by the opening committee.

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/she 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.

2.7 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.

Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of

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Reference or if it fails to achieve the minimum technical score indicated in the Appendix “TTC”.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the proposals that will not meet the minimum qualifying mark or considered non-responsive to the RFP and Terms of Reference will not be evaluated further.
- 2.8.2 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. (this should include, rate card for print newspapers, photography, documentary, printing of banners and publications) and duration or period of review)
- 2.8.3 There shall be no preference in the technical evaluation in both technical and financial proposals.
- 2.8.4 The Award shall be to the lowest evaluated bidder.
- 2.8.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender unless extended otherwise as provided in the Public Procurement and Assets Disposal Act 2015.
- 2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.8.8 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 “TTC”. 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 (and work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. 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 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

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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.

2.9.4 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.

2.9.5 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 will be expected to commence the assignment after the signing of contract with the Media Council of Kenya

2.10.3 The successful bidder shall be contacted by the Authority for signing of the contract once the contract document is ready.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall inform the Tenderers the reasons for 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 process is over. Both the successful and Non-successful bidders shall be informed of the outcome at the same date and time via award or regret letter.

2.12 Corrupt or Fraudulent Practices

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- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Consultants (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

- 2.1 The name and address of the Client is: **MEDIA COUNCIL OF KENYA**
- 2.1.1 The method of selection is: **COMPETITIVE BIDDING BASED ON QUALITY AND COST BASED SELECTION (QCBS)**
- 2.1.2 Technical and Financial Proposals are requested: **YES √ (in separate sealed envelopes)**
- 2.1.3 The name, objectives, and description of the assignment are:
Consultancy for Media Campaign, Creative Production and Media Advisory.
- 2.1.4 The Client will provide the following inputs:
 - All data statistics and information required for the assignment.
- 2.1.7 The RFP document is to be picked from the Media Council of Kenya Supply Chain Management Office upon payment of Kshs. 1,000.
- 2.3.3
 - (i) Consultants are **ALLOWED** to associate with qualified other consultants.
 - (iii) The minimum required experience of the lead consultant is 10 years as a lead consultant.
 - (vi) One alternate professional shall be allowed for each position. The CV of the alternate should be attached.
 - (vii) The Consultants must be free from any conflict of interest.
 - (vii) Consulting firms and proposed consultants must not have been blacklisted by international body for any malpractice.
- 2.3.4 Additional information in the Technical Proposal includes the following to meet the eligibility criteria:

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A. TENDER RESPONSIVENESS (MANDATORY)

The submission of the following items will be required in the determination of the Completeness of the Bid. Bids that do not contain these documents will be declared non responsive and shall not be evaluated further.

- (1) Certificate of incorporation or registration;
- (2) Copy of CR 12 clearly showing the company ownership and directorship;
- (3) KRA tax compliance certificate valid as at the date of submission of proposal;
- (4) County Government unified business permit,
- (5) Latest two years audited financial statements duly signed by the auditors and director(s), to demonstrate annual sales turnover of at least **KES 3 million** for the **two years**;
- (6) Each Consultant shall submit a proposal for one lot; application in more than one lot shall lead to disqualification at the preliminary examination stage.
- (7) Duly **filled Form SD1 Self declaration** confirming that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015
- (8) Duly filled **Form SD2 Self Declaration** confirming that the person/tenderer will not engage in any corrupt or fraudulent practice
- (9) Properly bound, paginated, serialized tender document (each page of the tender submission must chronologically numbered. **i.e. 1,2,3,4,5,6,7,8,9,10.....n** (n being the last numerical page of the tender document)

- 2.4.2 Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
- 2.4.3 Consultants shall express the price of their services in **Kenya Shillings** or any other easily **convertible currency**.
- 2.4.5 The Proposal must remain valid for 120 **DAYS** after the submission date.
- 2.5.2 Consultants must submit **original** and **one** additional **copy** of each technical and financial proposal
- 2.5.3 The proposal submission address is: **Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and tender description and be deposited in the Tender Box at the Media Council of Kenya; P.O. Box 43132, Nairobi, Kenya; Ground Floor, Britam Centre, Mara/Ragati Road Junction, Upper Hill; Nairobi 00100 Kenya**
- 2.5.4 Proposals must be submitted no later than the following date and time: 16th March 2021 **at 11.00AM East African Time.**
- 2.6.1 The minimum technical score required to progress to financial stage is 60 out of 80 marks as stipulated in the tables below for each lot.

B. TECHNICAL EVALUATION CRITERIA (80 marks)

Technical evaluation will be in accordance with Appendix to Information to Consultants (ITC) Section 2.7.1.

MEDIA CAMPAIGN, CREATIVE PRODUCTION AND MEDIA ADVISORY

Lot I: Constitutional and Legislative Process and Issues- National Campaign both National Media- 6 TV Stations, 20 Radio Stations and 4 Newspapers.

Lot II: Constitutional and Legislative Process and Issues - Niche Media, Local Language, Digital and Religious Media

Lot III: Climate Change- 20 TVs across Counties.

Lot IV: Climate Change- Niche Media, Local Language, Digital and Religious Media.

Lot V: Gender Based Violence- National Campaign both National Media- 6 TV stations, 20 Radio Stations and 4 Newspapers.

Lot VI: Gender Based Violence- Niche Media, Local Language, Digital and Religious Media.

Lot VII: - Access to Universal Health- National Newspaper and 10 Radio stations.

	Description	Marks
I.	Firm Suitability (25 marks)	
1.	Company profile containing the relevant information	4
2.	<u>Specific experience of the firm related to the assignment:</u> The bidder should have proven experience in Journalism/ Media or Communication services sector. Provide a list of three (3) Media Campaign strategies executed for clients with national reach/scope (Attach copies of signed contracts/ purchase orders/project completion reports) (2 marks per project) i. Proof of success in implementation of the above Media Campaign Strategies. (For each project attach any one or more impact reports, Media Campaign monitoring reports etc. (2 marks per project)	12
3.	<u>Organizational Experience</u> Written and certified two (2) references complete with telephone and email addresses. These should include a brief explanation of the kind of work undertaken and results realized within the last five years (3 marks for each reference).	6
4.	<u>Staff</u> The firm must have at least 5 regular and experienced manpower including the qualified and experienced supervisor to handle Media Campaign assignments. (documented proof should be attached) (3 marks)	3

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II.	CV of the proposed staff (25 marks) Qualification and Competence of Staff: Bidder must provide CVs of key personnel who will be involved in the project;	
	<p>1. Project Lead:</p> <ul style="list-style-type: none"> <i>i.</i> Master’s Degree in Journalism/ Meda/ Communication (Attach copy of the certificate) (3 marks) <i>ii.</i> Bachelor’s Degree in in Journalism/ Meda/ Communication (Attach copy of the certificate) (3 marks) <i>iii.</i> At least 7 years’ experience in managing complex Media campaigns across multiple audiences for clients (Attach detailed and signed Curriculum Vitae) (5 years or more-4 marks, less than 5 years- 0 marks) <i>iv.</i> Experience working with the Kenyan Media (2 mark) <p>2. Communication Specialist:</p> <ul style="list-style-type: none"> <i>i.</i> Master’s Degree in Journalism/ Meda/ Communication (Attach copy of the certificate) (2 marks) <i>ii.</i> Bachelor’s Degree in in Journalism/ Meda/ Communication (Attach copy of the certificate) (2 marks) <i>iii.</i> At least 3 years’ experience of professional experience in the areas. (Attach detailed and signed Curriculum Vitae) (5 years or more-2 marks, less than 5 years- 0 marks) <i>iv.</i> Experience working with the Kenyan Media (2 mark) <p>3. Media Analyst</p> <ul style="list-style-type: none"> <i>i.</i> Bachelor’s Degree in Statistics, Media/ICT or any other relevant fields. (Attach copy of the certificate) (3 marks) <i>ii.</i> At least 3 years’ experience (Attach detailed and signed Curriculum Vitae) (5 years or more-2 marks, less than 5 years- 0 marks) 	<p>12</p> <p>8</p> <p>5</p>
	Adequacy of the proposed Methodology and Work Plan in responding to the Terms of Reference will be evaluated on how the consultant proposes to address the areas listed in the TOR (30 marks);	
	<ul style="list-style-type: none"> <i>i.</i> Give comments and suggestions on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity. <i>ii.</i> Description of the methodology and work plan/ execution plan for performing the assignment <i>iii.</i> Consultancy services activities times’ schedule. 	
	Total(Cut off 60 marks)	80

The technical part will be evaluated out of 80 with a cut off score of 60 marks.

Those Bidders who meet the cut off score of the technical evaluation will be invited for

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financial evaluation. The weights given to the Technical and Financial Proposals are:
T=0.80; and P=0.20

The overall cut off score shall be 70 out of 100.

Award shall be per lot.

2.10.2 The assignment is expected to commence immediately after contract signing.

C. OVERALL TENDER EVALUATION CRITERIA

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut Off
Tender Responsiveness	Mandatory	Mandatory
Weighted Technical specifications scores	80	60
Financial Evaluation	20	10
Totals	100	70
NB: Award shall be per LOT to the lowest evaluated bidder		

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SECTION III - TECHNICAL PROPOSAL

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NOTE: Bidders to note that this is a standard proposal document and some of the forms may applicable to this tender so bidder .

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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 in the same envelope.

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]:

[Type here]

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 (US\$)
Name of Associated Consultants. If any:		Professional staff time
		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; _____

[Type here]

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

[Type here]

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

[Type here]

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

[Type here]

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.

_____ Date:

[Signature of staff member]

[Type here]

_____ Date; _____
[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

[Type here]

8. ACTIVITY (WORK) SCHEDULE

(a). Completion and Submission of Reports

Reports	Date
1. Inception Report	
Interim Progress Report (a) Monthly Progress Reports	
2. Draft Completion Report	
3. Final Report	

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SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc., as may be applicable. The costs should be broken down so as to be clearly understood by the procuring entity.

The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal.

The financial proposal shall contain the following.

- i. Submission letter indicating total fees
- ii. Summary of costs
- iii. Breakdown of fees per activity
- iv. Because of the need to consult on some particular services from time to time, the consultants are required to indicate the individual hourly, daily, weekly or monthly rate for use when continuous engagement is not desirable. This would be for example be during evaluation of bids and the actual project implementation where the consultant could act as the employer's agent. These rates should be captured in the breakdown of remuneration in the financial proposal.*

The financial proposal should be prepared using the Standard forms provided in this part.

SECTION IV- FINANCIAL PROPOSAL STANDARD FORMS

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2. Summary of Costs & Breakdown of Price per activity	44
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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

[Type here]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Media Campaign, Creative Production and Medis Advisory** 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 in Kshs.	Amount(s)
Subtotal		

[Type here]

Taxes		
Total Amount of Financial Proposal		_____
**Kindly give a breakdown of the line items adding up to the total amount of the Financial Proposal.		

3. BREAKDOWN OF REMUNERATION

Role	Remuneration Rate	Amount (Kshs.)
Partners		
(i)		
(ii)		
Management Consultant		
(i)		
(ii)		
Lead consultant		
(i)		

[Type here]

(ii)		
Associate Consultants (i) (ii)		
Senior Consultants (i) (ii)		
Support Staff (i) (ii)		
Grand Total		

[Type here]

TERMS OF REFERENCE

CONSULTANCY FOR MEDIA CAMPAIGN, CREATIVE PRODUCTION AND MEDIA ADVISORY

Introduction

The Media Council of Kenya (MCK) is an independent national institution established by the Media Act 2013 to regulate the media and related aspects of the conduct and discipline of journalists. The Council was established in recognition of the fact that media freedom must go together with responsibility. The Council is a self-regulating body for the media industry in Kenya.

The MCK undertakes several programs to develop and regulate media practice including trainings and capacity building for journalists, media literacy and outreach, collaboration and networking amongst media players and practitioners, sharing knowledge and best practices and professionalization of the industry through setting of training standards.

In addition, the MCK does accreditation of journalists, complaints handling, media policy development, monitoring media coverage of topical issues and research on current media trends aimed at improving the role of media in civic engagement, public education, and access to information by members of the public.

The MCK jointly and with other partners works on media development interventions geared towards improving media standards, creation and execution of media professional growth through development and training on specialized short courses, coaching and media mentoring and media monitoring and intelligence on public interest issues.

Currently, the Council is focusing on a media campaign that includes creative content production and media advisory services on access to universal health, Gender based violence, climate change and Constitutional Amendment/legislative process in the country.

There is need to ensure enhanced focus by the media on the four focus areas, that media coverage and content on the above public interest issues is not only professional and responsible, but is fair, accurate comprehensive and informative; provides a balanced and adequate opportunity for citizens, candidates, and political parties to express divergent political opinions and views; monitors the fairness and credibility of the electoral process and contributes positively to the peaceful conduct of the referendum and continued support for the media to get content on gender based violence, climate change and Universal access to health.

The media has the civic responsibility to ensure that each of the four identified public interest issues are clearly relayed to the public.

Objective

The objective of the consulting services is offer media campaigns, creative productions, and advisory services on the following.

- i). The Constitutional Amendment and Legislative processes
- ii). Gender Based Violence
- iii). Climate Change
- iv). Access to Universal Health in Kenya

Tasks

The Consulting firm will perform the following tasks to meet the objectives.

- (a) Run a media campaign across the country including securing media slots, space, and editorial influencing on the thematic areas through featuring expert interviews (such as interviews

[Type here]

done via phones), audience call-ins with trusted public figures and community leaders.

- (b) Develop an extensive media campaign, with specifics on media targeted, program segments and comprehensive list of message lines and potential experts to feature.
- (c) Create high quality content production with clear, appealing, and concise messages on the identified thematic areas to be used on radio, TV, Online platforms, and print media.
- (d) Provide media advisory services for the campaign including developing press releases, short videos, features and documentaries on the any one of the thematic areas to be carried on the agreed media platforms and outlets.
- (e) Provide media monitoring services and produce reports on the same.
- (f) Attend quick short notice with client and be ready to travel to any part of the country impromptu for assignments.
- (g) Ability to secure interviews with key stakeholders including senior Government officers to access current relevant data on the identified thematic areas fir use in content production and media campaign.

Scope

The Consultant is expected to work closely with the Media Council of Kenya and its appointed agents in the production of the editorial content. Coverage will be in the county of operation and in licenced language. Broadcasting in Kiswahili is highly be encouraged. The consulting assignment has been organized into the following lots and each Consultant is eligible to submit application in only one lot.

Lot I: Media Campaign including P of Creatives, Content and Messages on Constitutional and Legislative Process and Issues- National Campaign both National Media- 6 TV Stations, 20 Radio Stations and 4 Newspapers.

Lot 11: Media Campaign including Production of Creatives, Content and Messages on Constitutional and Legislative Process and Issues - Niche Media, Local Language, Digital and Religious Media

Lot 111: Media Campaign including Production of Creatives, Content, and Messages on Climate Change- 20 TVs across Counties.

Lot IV: Media Campaign including Production of Creatives, Content, and Messages on Climate Change- Niche Media, Local Language, Digital and Religious Media.

Lot V: Media Campaign including Production of Creatives, Content, and Messages on Gender Based Violence- National Campaign both National Media- 6 TV stations, 20 Radio Stations and 4 Newspapers.

Lot VI: Media Campaign including Production of Creatives, Content, and Messages on Gender Based Violence- Niche Media, Local Language, Digital and Religious Media.

Lot VII: Media Campaign including Production of Creatives, Content, and Messages on Access to Universal Health- National Newspaper and 10 Radio stations.

Methodology

The Consultant is expected to prepare a suitable approach and methodology for carrying out the assignment. This would include (i) review of project related materials to enhance understanding of MCK, the Project and its context; (ii) Developing a detailed and comprehensive proposed work plan for successful execution of the assignment; (iii) Carrying out of interviews with clients [Type here]

an relevant stakeholders; (iv) Presentation of the deliverables to clients, capturing feedback and incorporating comments; (v) Development of the Project Completion Report based on MCK format.

Duration

The Consulting services are expected to be carried out over a period of **3 months** starting from the effective date of contract signing. The estimated total level of efforts for the key experts is **3** man-months.

Key Experts

The Consultant should demonstrate organization and competence to undertake the assignment with the required quality and time through the Key Experts. The consultant should also assign support staff of required size and competence but the CVs of non-key staff shall not be submitted as part of their proposal.

The qualifications and experience of the key experts for the consulting services are as follows;

K-1: Team Leader: Must possess at least a Master's Degree in Journalism/media/communication studies and a Bachelor's degree in Journalism/media/communication studies or related field and at least 7 years of professional experience in Journalism/media/communication studies field and in handling similar tasks; coupled with good command of English and communication skills, and experience in the media.

K-2: Communications Specialist: Must possess at least a Master's Degree in Journalism/media/communication studies and a Bachelor's degree in Journalism/media/communication studies or related field and at least Journalism/media/communication studies years of professional experience in Journalism/media/communication studies field.

K-3: Media Analyst: Must possess at least a Bachelor's degree in Statistics/Media/ICT or related field and at least statistics/Business studies/ICT years of professional experience in statistics/Business studies/ICT field.

Responsibilities of the Client

The Client would (i) organize meetings and interviews with key stakeholders as requested by the Consultant (ii) provide relevant reports and documentations as requested by consultant; (iii) Review and provide feedback on reports presented by the Consultant; (iv) monitoring timelines and deliverables relating to the assignment.

Outputs

The Consultant shall produce the following outputs during the contract period:

- (a) Media Campaign plan and execution schedule including editorial content by way of news, articles features, and documentaries on the identified thematic area.
- (b) Creative productions, audios, videos and editorial content for multimedia use on the thematic areas
- (c) Comprehensive list of experts, reference materials and media contacts that were useful in the media campaign
- (d) Press/Media kits
- (e) Media monitoring reports, clips, and links to aired and or published articles during the media campaign
- (f) Monthly and end of Consultancy Report

[Type here]

Reporting

The Consultant shall prepare the following deliverables based on a format agreed with the Client:

- (a) Monthly Progress brief reports on the key tasks done, challenges faced and how resolved;
- (b) Draft Completion Report two weeks to the end of the assignment
- (c) Final Report incorporating the Client comments

Evaluation Criteria

The following criteria shall be used to evaluate the applications from Consultants arising from the request for expressions of interest.

Eligibility criteria

To establish the eligibility of the Consultant, the eligibility criteria shown in **Error! Reference source not found.** will be applied based on the corresponding documentary evidence to be submitted in the Consultant application. Consultant applications that do not meet the eligibility criteria shall be disqualified and not considered further in the evaluation of applications.

Qualification Criteria

The Consultant applications that pass the eligibility criteria shall be subjected to the qualification criteria shown in **Error! Reference source not found.** Qualifications and experience of Key Experts shall not be included in the short listing criteria and the Key Experts will not be evaluated at the shortlisting stage. The Consultant should submit the “Required” information or documents as part of its application.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

You are advised that it is a serious offence to give false information on this form.

Part 1 – General																													
1.1	Business Name																												
1.2	Location of Business Premises.																												
1.3	Plot No..... Street/Road Postal Address Tel No. Fax E mail																												
1.4	Nature of Business,.....																												
1.5	Registration Certificate No.																												
1.6	Maximum Value of Business which you can handle at any one time – USD.....																												
1.7	Name of your Bankers Branch																												
Part 2 (a) – Sole Proprietor																													
2a.1	Your Name in Full Age																												
2a.2	Nationality Country of Origin Citizenship Details																												
Part 2 (b) Partnership																													
2b.1	Given details of Partners as follows:																												
2b.2	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Name</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Nationality</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Citizenship Details</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Shares</th> </tr> </thead> <tbody> <tr><td style="padding: 2px;">1.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">2.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">3.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">4.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">.....</td><td></td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....										
Name	Nationality	Citizenship Details	Shares																										
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3.....																													
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Part 2 (c) – Registered Company																													
2c.1	Private or Public																												
2c.2	State the Nominal and Issued Capital of Company- Nominal USD Issued USD																												
2c.3	Given details of all Directors as follows <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Name</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Nationality</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Citizenship Details</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Shares</th> </tr> </thead> <tbody> <tr><td style="padding: 2px;">1.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">2.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">3.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">4.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">5.....</td><td></td><td></td><td></td></tr> <tr><td style="padding: 2px;">.....</td><td></td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....						
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.....

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of Media Council of Kenya? Yes _____ No _____

3.2 If answer in '3.1' is **YES** give the relationship.

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

3.3 Does an Employee, Committee Member, Board Member of Media Council of Kenya sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____

3.4 If answer in '3.3' above is **YES** give details.

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

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Media Council of Kenya to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____

3.6 If answer in '3.5' above is **YES** give details.

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

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____

3.8 If answer in '3.7' above is **YES** give details:

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

3.9 Have you offered or given anything of value to influence the procurement process? Yes _____ No _____

3.10 If answer in '3.9' above is **YES** give details

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

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date Signature of Candidate

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

[Type here]

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

[Type here]

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

[Type here]

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.

[Type here]

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 _____ [*name of client*]

[*full name of Client's authorised representative*] _____

[*title*] _____

[*signature*] _____

[*date*] _____

For and on behalf of _____ [*name of consultant*]

[*full name of Consultant's authorized representative*] _____

[*title*] _____

[*signature*] _____

[*date*] _____

[Type here]

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

[Type here]

(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.

2 **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 or 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 Contract** Unless terminated earlier pursuant to Clause 2.6, this 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

[Type here]

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 judgment 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 any thing 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.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

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.

3

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.

Conflict of Interests

[Type here]

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

[Type here]

- 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.

4

CONSULTANT'S PERSONNEL

- 4.1 **Description of Personnel** The titles, agreed job descriptions, minimum qualifications 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 Of 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.

- (a) 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 6.2 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 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** Payment shall be made within thirty (30) days of receipt of invoice

[Type here]

Delayed Payment 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 _____
[name of Member]

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____ Telex; _____
Facsimile: _____

Consultant: _____
Attention: _____
Telephone; _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is (_____) [date].

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

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.

[Type here]

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount is not in foreign currency for this contract.

6.2(b) The amount in local Currency to be paid will be based on a per centum of the project

6.4 Payments shall be made according to the following schedule:

6.4	Payments shall be made according to:
	<i>The methods stipulated according to the relevant legal provisions of the profession of the lead Consultant.</i>

[Type here]

SELF DECLARATION FORMS

(r.47)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box

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

THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for MEDIA COUNCIL OF KENYA and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

..... :..... :.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp

[Type here]

SELF DECLARATION FORMS

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

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for MEDIA COUNCIL OF KENYA and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MEDIA COUNCIL OF KENYA.

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

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

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

Bidder's Official Stamp

[Type here]

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 has been awarded to you.

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

The contract/contracts shall be signed by the parties within or after 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

[Type here]