



kasneb Towers, Hospital Road, Upper Hill, P.O. Box 41362-00100, Nairobi

Landline telephone number: +254 (020) 4923000. Cellphone: 0722-201214, 0734-600624

Email: info@kasneb.or.ke. Website: www.kasneb.or.ke

Facebook: KASNEBOfficial Twitter: @KASNEBOfficial

REQUEST FOR PROPOSALS

FOR

RFP NO.KAS/RFP/MCSA/014/2020/2021

PROVISION OF MARKETING AND CREATIVE SERVICES AGENCY

AS PER THE TERMS OF REFERENCE

PROPOSAL SUBMISSION DEADLINE:

MONDAY, 17 MAY 2021 AT 11.00 A.M.

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SECTION I
LETTER OF INVITATION

TO: M/s _____
P.O. Box _____
NAIROBI
Tel: _____

Date:2021

Dear Sir/Madam,

RFP NO. KAS/RFP/MCSA/014/2020/2021: PROVISION OF MARKETING AND CREATIVE SERVICES AGENCY

The perception of an organisation is largely influenced by its brand position. kasneb has just completed the development and launch of a new professional brand and communication strategy. kasneb therefore seeks to engage a digital marketing and creative services firm to assist in provision of marketing and creative services agency at kasneb.

You are hereby invited to submit a technical proposal and a financial proposal using the format provided in the Request for Proposals (RFP) document. The detailed requirements for the proposals are provided in **Section II: Information to Consultants** and **Section III: Terms of Reference**. You are advised to read the two sections carefully before compiling your proposals.

Each proposal must be submitted in **two (2)** copies one marked “**ORIGINAL**” and the other marked “**COPY**”. The two copies of the proposal shall be submitted in plain sealed envelopes marked either “Technical Proposal” or “Financial Proposal” as applicable. The two envelopes shall be placed inside an outer envelope marked “**RFP NO. KAS/RFP/MCSA/014/2020/2021: PROVISION OF MARKETING AND CREATIVE SERVICES AGENCY**” and addressed to:

Secretary/Chief Executive Officer

kasneb Towers, Hospital Road, Upper Hill

P.O. Box 41362-00100, Nairobi

Landline telephone number: +254 (020) 4923000. Cell phone: 0722-201214, 0734-600624

Or scanned copies be:

Emailed to: ceo@kasneb.or.ke and copied to: procuretvo@kasneb.or.ke and milcah.kivisi@kasneb.or.ke

The duly completed proposals shall thereafter be deposited in the Tender Box placed next to Supply Chain Management Unit Office at kasneb Towers on or before the closing date and time on **Monday, 17 May 2021 at 11.00 a.m.** late submissions will not be accepted.

The technical proposals will be opened immediately after the closing date and time on **Monday, 17 May 2021 at 11.00 a.m.** in the kasneb Conference Room. You are invited to witness the opening.

Yours faithfully,

SECRETARY/CHIEF EXECUTIVE OFFICER

SECTION II
GENERAL INFORMATION TO CONSULTANTS (GITC)

2.1 Introduction

2.1.1 The request for proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	General information to consultants
Section III	-	Terms of reference
Appendix A	-	Consultants information
Appendix B	-	Technical proposal
Appendix C	-	Financial proposal
Appendix D	-	Confidential business questionnaire
Appendix E	-	Sample contract agreement
Appendix F	-	Anti-corruption declaration form
Appendix G	-	Draft letter of notification of award

2.1.2 **kasneb** will select a firm from among those invited to submit a proposal, in accordance with the method of selection detailed in **Appendix A**.

2.1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in **Appendix A** for consulting services required for the assignment named in **Appendix A**.

2.1.4 The Consultants may familiarise themselves with the operations and strategic plan of **kasneb** before preparing their proposals. To obtain first hand information on the assignment, Consultants are encouraged to liaise with **kasneb** regarding any information that they may require before submitting a proposal. Consultants should contact the official named in **Appendix A** for any clarification. Consultants may also find it useful to visit **kasneb's** website at www.kasneb.or.ke

2.1.5 **kasneb** will provide the inputs specified in **Appendix A**, and make available relevant project data and documents.

2.2 Clarification and Amendment of RFP Documents

2.2.2 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission and closing date. Any request for clarification must be sent in writing by paper mail or by electronic mail to the Client's address indicated in **Appendix A**. **kasneb** will respond in writing by paper mail 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 Consultants invited to submit proposals.

2.2.3 At any time before the closing date of proposals submission, **kasneb** may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through an Addendum. The Addendum shall be sent by paper mail or by electronic mail to all invited Consultants and will be binding on them. **kasneb** may at its own discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants' proposals 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 the 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) The proposal shall 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 for this assignment be either 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 B**.
 - (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) Comments and or suggestions on the Terms of Reference (TOR) to demonstrate the Consultants' understanding of the TOR for the consultancy, reflecting on the scope of providing Marketing and Creative Services Agency at kasneb. The comment/suggestions should also include a list of services and facilities to be provided by kasneb.
 - (ii) A brief description of the firm and an outline of expertise and skills in providing consultancy services of a similar nature by providing evidence of Provision of Marketing and Creative Services Agency undertaken in the last **five (5) years**. For each assignment the outline should indicate *inter alia*, name of the firm, the duration of the assignment, the contract amount and the firm's involvement (**Attach copies of contracts or LPO's together with documents showing the task was completed to its finality**).
 - (iii) A detailed description of the methodology and work plan proposed by the Consultant, as well as staffing.
 - (iv) The list of the proposed team members 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 authorised representative submitting the proposal. Key information should include: academic qualifications, professional qualifications, number of years worked for the firm/entity and degree of responsibility held in various assignments during the **last (5) years (Attach copies of academic and professional certificates)**.
 - (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by Gantt chart(s) or by bar chart diagrams showing the time proposed for each professional staff team member.
 - (vii) Any additional information requested in **Appendix A**.

2.3.5 The Technical Proposal shall **not** include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (**Appendix C**) and the **RATE CARD**. It lists all costs associated with the assignment.

2.4.2 The Financial Proposal should include all applicable taxes and levies.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 The Proposal must remain valid for 90 days after the submissions' closing date. During this period, the Consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. **kasneb** will make its best effort to complete evaluation, contract award and negotiations processes within this period. If **kasneb** wishes to extend the validity period of the proposals, the Consultants who do not agree, have the right not to extend the validity of their proposals

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

2.5 Mandatory requirements

Consultants are required to submit copies of the following **mandatory documents** together with their technical proposals:

The consultancy firm must provide copies of the following documents:

- (a) Valid Tax Compliance Certificate from Kenya Revenue Authority.
- (b) Certificate of Registration/Incorporation.
- (c) Pagination (MUST) of each leaflet of the entire tender document- (preferably use page... of numbering format or its equivalent.
- (d) Fully filled and Stamped Confidential Business Questionnaire
- (e) A valid CR12 certificate from the Registrar of Companies.
- (f) Audited accounts for the last three (3) financial years.
- (g) Proof that the Consulting Firm is a member in good standing of an accredited professional Membership body.

Evaluation criteria

The bids submitted shall be subjected to a four-stage evaluation process as shown below:

- (a) Mandatory evaluation
- (b) Technical capacity evaluation
- (c) Pitch presentation
- (d) Financial Evaluation

2.6 Submission, Receipt and Opening of Proposals

2.6.1 The original Technical and the original Financial Proposals shall be prepared in indelible ink. They shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person(s) authorised to sign the proposals.

2.6.1 For each proposal, the Consultants shall prepare the number of copies indicated in **Appendix A**. Each Technical Proposal and each 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 copy shall govern.

2.6.2 The original and the copy of the Technical Proposal shall be placed in a plain sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and the copy of the Financial Proposal shall be placed in a plain sealed envelope clearly marked "**FINANCIAL PROPOSAL**." Both envelopes shall be placed inside an outer plain envelope and sealed. The outer envelope shall bear **only** the Proposal number, name, and the submission address.

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

2.6.4 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 kasneb up to the time for opening of financial proposals.

2.7 Proposal Evaluation (General)

2.7.1 From the time the bids are opened to the time the Contract is awarded, if any Consultant wishes to contact kasneb on any matter related to his proposal, he should do so in writing at the address indicated in **Appendix A**. Any effort by the firm to influence kasneb in the proposal evaluation, proposal comparison or Contract award decisions will result in the rejection of the Consultant's proposal.

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

2.8 Evaluation of the Technical Proposal

2.8.1 The Evaluation Committee appointed by kasneb will undertake preliminary examination of the proposals to determine their responsiveness to the mandatory requirements. The firms that will not be responsive to the mandatory requirements will be disqualified from any further evaluation at this stage.

2.8.2 The Evaluation Committee will evaluate the technical proposals which were responsive to the mandatory requirements on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

Proposal evaluation and award will be based quality cost based and evaluated as follows:

(a) Technical evaluation + Pitch presentation	– 70%
(b) Financial evaluation on the price quoted	– <u>30%</u>
Total	<u>100%</u>

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 **Appendix A**.

2.9 Opening and Evaluation of Financial Proposal

2.9.1 After the evaluation of the Technical Proposals, **kasneb** shall disqualify the proposals that did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, from any further evaluation. **kasneb** shall thereafter open and evaluate the financial proposals.

2.9.2 The Evaluation Committee will determine whether the financial proposals are complete (that is 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 shall prevail.

2.9.3 Contract Price Variation is not allowed within the first twelve (12) Months; And our duly made contract variation request shall be handled in line with PPAD Act No.33 of 2015.

2.10 Negotiations

- 2.10.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in **Appendix “A”**. The aim is to reach agreement on all points of the contract and to sign a contract.
- 2.10.2 Negotiations will be based on the Technical Proposal which will include among other things, the proposed methodology and work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. **kasneb** and the firm will then work out final Terms of Reference, staffing and gantt charts indicating activities, staff periods in the field and in the head office, logistics and reporting. The agreed work plan and the 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 clearly defining the inputs required from **kasneb** to ensure satisfactory implementation of the assignment.
- 2.10.3 Having selected the firm based on, among other things, an evaluation of proposed key professional staff, **kasneb** expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, **kasneb** will require assurances that the experts will be actually available. **kasneb** 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.
- 2.10.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations, **kasneb** and the selected firm will initial the agreed Contract. If negotiations fail, **kasneb** will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.10.5 **kasneb** may appoint a team for the purpose of the negotiations.

2.11 Award of Contract

- 2.11.1 The Contract will be awarded following negotiations. After negotiations are completed, **kasneb** 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.
- 2.11.2 The selected firm is expected to commence the assignment on the date and at the location specified in **Appendix “A.”**
- 2.11.3 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.
- 2.11.4 **Kasneb** may at any time, prior to notification of award, terminate or cancel procurement proceedings without entering into a contract where it is found appropriate as provided by section 63 of the Public Procurement and Asset Disposal Act, No. 33 of 2015.
- 2.11.5 **Kasneb** shall give prompt notice of the termination to the tenderers and on request give its reasons for termination.
- 2.11.6 To qualify for contract award, the tenderer shall have the following:
- (a) Necessary qualifications, capability and experience to provide the service 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 (as evidenced in writing).

2.12 **Confidentiality**

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.

2.13 **Corrupt or fraudulent practices**

2.13.1 **kasneb** 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 been and will not be involved in corrupt or fraudulent practices.

2.13.2 **kasneb** 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.

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

SECTION III

TERMS OF REFERENCE (TOR) FOR SELECTION OF MARKETING AND CREATIVE SERVICES AGENCY

3. BACKGROUND

3.1 Legal foundation

Kasneb was established as a state corporation under the National Treasury by the Government of Kenya on 24 July 1969. The establishment and operations of kasneb are governed by the following main Acts:

- (a) The Accountants Act, No. 15 of 2008 (which repealed the Accountants Act, Cap 531 of 1977).
- (b) The Certified Secretaries of Kenya Act, Cap 534 of 1988.
- (c) The Investment and Financial Analysts Act, No. 13 of 2015.

3.2 Mandate

The mandate of Kasneb, is the development of syllabuses, conduct of professional, diploma and technician examinations and certification of candidates in finance, accountancy, governance and management, information technology and related disciplines, promotion of its qualifications nationally and internationally and the accreditation of relevant training institutions in liaison with the Ministry of Education, Science and Technology.

3.3 Vision

Global leader in examination and certification of business professionals.

3.4 Mission

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

3.5 Stakeholders

kasneb recognises the key roles played by both internal and external stakeholders in the attainment of its objectives. The stakeholders of kasneb include:

- Members of staff.
- Members of the Board and committees.
- Students: current and potential.
- Parents, guardians and sponsors.
- Professional bodies; national, regional and international:
 - National professional bodies include:
 - Institute of Certified Public Accountants of Kenya (ICPAK)
 - Institute of Certified Secretaries of Kenya (ICSK)
 - Institute of Certified Investment and Financial Analysts (ICIFA)
 - Institute of Credit Management, Kenya (ICMK)
 - Kenya Institute of Supplies Management (KISM)
 - Regional professional bodies include:
 - Pan African Federation of Accountants (PAFA)
 - East Africa Community Institutes of Accountants (EACIA)
 - Association of Professional Societies in East Africa (APSEA)
 - International professional bodies include:
 - International Federation of Accountants (IFAC)
 - Corporate Secretaries International Association (CSIA)
 - Association of Certified International Investment Analysts (ACIIA)

- Government: The National Treasury; Ministry of Devolution and Planning; Ministry of Foreign Affairs and International Trade; Ministry of Education, Science and Technology and Ministry of Industrialization and Enterprise Development amongst other Ministries and departments.
- Regulatory bodies:
 - Central Bank of Kenya (CBK)
 - Capital Markets Authority (CMA)
 - Retirement Benefits Authority (RBA)
 - Insurance Regulatory Authority (IRA)
 - Sacco Societies Regulatory Authority (SASRA)
- Employer organisations such as Federation of Kenya Employers (FKE), Kenya Association of Manufacturers (KAM) and Kenya Private Sector Alliance (KEPSA); private sector, public sector, not for profit organisations, other professional bodies, regulatory authorities, micro finance institutions and savings and credit co-operative societies (SACCOS).
- Training and educational institutions.
- Publishers and authors.

3.6 Examinations

kasneb currently offers four professional examinations, two diploma examinations and one certificate examination leading to the following qualifications:

- (a) Professional examinations
 - (i) Certified Public Accountants (CPA)
 - (ii) Certified Secretaries (CS)
 - (iii) Certified Investment and Financial Analysts (CIFA)
 - (iv) Certified Credit Professionals (CCP)
- (b) Diploma examinations
 - (i) Accounting Technicians Diploma (ATD)
 - (ii) Diploma in Credit Management (DCM)
- (c) Certificate in Accounting and Management Skills (CAMS)

The examinations are administered throughout the Republic of Kenya and in foreign countries through the Kenya High Commissions, Embassies and Consulates.

The examinations are offered three times in a year, April, August and November.

3.7 Examinations in the Revised Syllabus

The kasneb major syllabus review was carried out successfully and will be launched in March 2021.

The qualifications under the new syllabuses are:

Short (Vocational) Skills Based Courses

Vocational Certificate in Entrepreneurship and Innovation (Online based)
Vocational Certificate in ICT (Online)

Certificate Qualification

Certificate in Accounting and Management Skills (CAMS)

Diploma Qualifications

Accounting Technicians Diploma (ATD)
Diploma in Information Systems Support (DISS)

Professional Qualifications

Certified Public Accountants (CPA)
Certified Secretaries (CS)
Certified Investment and Financial Analysts (CIFA)
Certified Credit Professionals (CCP)
Certified Information System Support Expert (CISSE)

The above examinations will be administered three times a year in March/April, July/August and November/December to kasneb students based both in Kenya and outside Kenya.

3.8 Organisation Structure

The organisation structure of kasneb is contained in the corporate strategic plan (2017-2022).

The authority of each division and unit is assigned by the Secretary and Chief Executive. kasneb is divided into three divisions and six units namely:

- Examinations Division
- Finance Division
- Human Capital and Administration Division
- Information Communication Technology Unit
- Planning and Strategy Unit
- Marketing and Corporate Affairs Unit
- Supply Chain Management Unit
- Internal Audit and Risk Unit
- Legal and Compliance Unit

kasneb has one hundred and twenty (120) members of staff. One hundred and fourteen (110) members of staff are based at kasneb Towers, Upper Hill, Nairobi, eight (8) members of staff at Huduma centres across the country and one (1) member of staff is based in Kigali, Rwanda.

3.9. CONSULTANCY

3.9.1 Introduction

3.9.2 Objectives

kasneb has just completed a major syllabus review that entails a revamp of the existing qualifications plus introduction of new qualifications in the market. kasneb seeks to engage a marketing agency that will assist in the implementation of the kasneb marketing plan through:

- (a) Development of a communication strategy for publicizing the new syllabuses to the relevant stakeholders
- (b) Development of messages to relevant stakeholders and for advertising purposes through print, electronic, outdoor, collateral and digital media.
- (c) Creation of a vibrant awareness campaign for the general public on the new syllabuses. This is expected to result in increased registration and examination booking of students.
- (d) Revamping of the kasneb website and social media pages to effectively showcase kasneb mandate and qualifications
- (e) Creating awareness of kasneb qualifications, nationally, regionally and internationally on digital platforms.
- (f) Creating greater visibility of kasneb and its mandate.

3.9.3 Expectations

The selected agency will be expected to, from time to time, carry out reputation risk assessment/issues management and identify possible threats and challenges and propose appropriate communication strategies to address the identified challenges for the period of engagement.

Communication objectives

Bearing in mind the multi-stakeholder environment kasneb operates in, its communication objectives include;

- To enhance digital communication and interaction with the varied kasneb audiences
- To increase corporate brand equity and awareness on across all platforms
- Effective consumer education and awareness on kasneb and its qualifications
- To Enhance positive corporate image and reputation
- Communication risk management
- Increased visibility for kasneb and its qualifications across all platforms with keen interest on digital platforms
- Value addition from relationships with stakeholders
- Creative messaging for various advertisements across all platforms

3.10 METHODOLOGY AND SCOPE OF WORK

The campaign is targeted at various stakeholders including students, parents and guardians, professional bodies, training institutions and the private and public sector among other kasneb stakeholders. The scope of the consultancy shall include:

- a) Review all the relevant documentation on Kasneb, the major review of the syllabuses, the marketing plan, brand strategy and brand manual to understand Kasneb.
- b) Review of relevant organizational policy instruments including the Corporate Strategic Plan 2017-2022, the Service Charter, QMS documentation, customer experience and brand awareness related surveys, competitor analysis surveys and other related documents.
- c) Review of the performance contracting reports and organizational performance related documentation.
- d) Conduct relevant interviews and discussions with the Board and Committee members, key Kasneb staff, key partners and stakeholders and other relevant arms of the public sector to establish what is expected of the digital marketing and creative services.
- e) Development of a campaign for launch and awareness creation of the Kasneb qualifications following the syllabus review.
- f) Development and implementation of a digital marketing strategy, media planning and buying and monitoring
- g) Development of creative messages as per the communication strategy
Production of the creative advertising concepts for application in diverse platforms as per client brief.

The table below indicates the scope of service that Kasneb will require from time to time.

SCOPE OF WORK FOR THE MARKETING AND CREATIVE SERVICES AGENCY	
ACTIVITY	DESCRIPTION
Creative concept development, Art Direction, copy writing and scripting for different communication platforms	Covering corporate, public awareness and consumer education campaigns on Kasneb new syllabuses
Production of creative concepts	Production of the creative advertising concepts for application in diverse platforms as per client brief.
Digital Media relations	Maintaining effective working relations with local and international Digital media, distribution of press.
Digital Media strategy including media planning and buying	Developing a Digital media engagement strategy for various issues both domestic and international (where required). Coordinate Digital media buying and placement as per client requirements.
Media Monitoring	Monitoring placement of kasneb's and wider education industry content in the Digital media.
Account management	Continuous interaction with the Client and facilitation of work from client brief to, implementation, including billing.
Corporate Publications	Concept development, design and production of various corporate publications on paper and electronic format. These include: newsletters/annual reports/calendars/e-shots/ brochures, corporate stationery design and other publications.
Market research	Conduct research on brand perception, dip stick surveys and effectiveness of consumer education and public awareness campaigns.
Digital Marketing Communication strategy and plan	Develop a Digital Marketing communication strategy for corporate initiatives as well as public awareness and consumer education campaigns/initiatives;
Website Design and Development	Revamp the corporate website

3.11 Deliverables

The Agency will be responsible for supporting the implementation of kasneb marketing and communications strategy. Specifically, the agency will be expected to:

- (a) Launch and deliver an awareness campaign for the new syllabuses
- (b) Deliver on components captured under 3.9.2, 3.9.3 and 3.10 as and when required.
Design the most effective creative messages of kasneb new syllabuses and consequent important information to students.
- (c) Create artworks, videos, documentaries, blogs, infographics among other communication as and when needed.
- (d) Deliver an effective communication strategy including digital marketing strategy for kasneb qualifications.
- (e) Analyze feedback from stakeholders and propose solutions or measures to be undertaken.
- (f) Conduct any other assignments related to marketing and creative services of kasneb as may be required from time to time during the contract period.

3.12 Involvement of kasneb members of staff

The Consultant will be required to seek the guidance of kasneb's Chief Executive Officer, Marketing and Communications Unit and other relevant members of staff during the period of the engagement.

kasneb will provide all the relevant content and information required by the advertising agency from time to time. kasneb will also provide logos, and general branding guidelines to guide in the creative concept development.

3.13 Portfolio of expertise and qualifications

- (a) Company profile clearly stating the Company's capability in undertaking the presented task.
- (b) **The firm**
The Consultant will be required to demonstrate expertise and skills in offering services of similar nature by providing evidence of similar service undertaken in the public and private sector in the last five (5) years.
- (c) **Academic qualifications**
Members of the team will be required to demonstrate that they hold individually a minimum of a first degree in marketing, communication, public relations or other relevant disciplines from a recognised University.

Membership of the consulting team must demonstrate that they hold valid membership to a reputable professional body and are in good standing.
- (d) **Individual team member's portfolio of experience**
The team leader should have a minimum of seven (7) years' experience in undertaking similar consultancies with a demonstrable level of acceptance of the results.

Account manager and creative lead should have a minimum of a degree in marketing, communication, public relations or other relevant disciplines and a minimum of five (5) years' experience in undertaking similar consultancies in either the private or public sector.

3.14 **Duration of the consultancy**

The advertising agency is expected to carry out the assignments under contract terms for a period of not more than 12 months from the award of the tender. The exercise is expected to commence immediately after the award of tender.

The Consultant firm will be required to devise appropriate strategies to generate as much information as necessary to accomplish the tasks stipulated within given timelines.

3.15 **Proposal evaluation and award**

Proposal evaluation and award will be based quality cost based and evaluated as follows:

(c) Technical evaluation + Pitch Presentation	– 70%
(d) Financial evaluation on the price quoted	– <u>30%</u>
Total	<u>100%</u>

3.16 **Terms of payment**

The terms of payment for the Consultant shall be spelt out in the contract.

The Consultants will be paid within sixty (60) days or other mutually agreed period upon full implementation of the consultancy or part as specified under 2.5 above

3.17 **Evaluation criteria**

The bids submitted shall be subjected to a four-stage evaluation process as shown below:

- (a) Mandatory evaluation
- (b) Technical capacity evaluation
- (c) Pitch presentation
- (d) Financial Evaluation

3.18 **Mandatory requirements**

The Consultant must provide copies of the following documents:

- (i) Valid Tax Compliance Certificate from Kenya Revenue Authority.
- (ii) Certificate of Registration/Incorporation.
- (iii) Pagination (MUST) of each leaflet of the entire tender document- (preferably use page... of numbering format or its equivalent.
- (iv) Fully filled and Stamped Confidential Business Questionnaire
- (v) A valid CR12 certificate from the Registrar of Companies.
- (vi) Audited accounts for the last three (3) financial years.
- (vii) Proof that the Consulting Firm is a member in good standing of an accredited professional Membership body.

3.19 Technical Capacity Evaluation

Technical evaluation for firms that qualify at the preliminary/mandatory evaluation stage shall be carried out of 100 marks with a pass mark of 70. The firms shall be evaluated on a scoring matrix as shown below:

NO	CRITERIA	Sub-totals	Max scores
1.	Relevant Experience for the Assignment (Corporate)		
a)	General experience and understanding of the assignment by the agency firm. Provide details of three (3) consultancies of similar scope of assignments done in the past five (5) years . (provide samples of creative work and designs of assignments previously done. The samples should also demonstrate the capability for generation of compelling, creative concepts, art direction, copy writing and scripts for different media platforms, Print, TVS, radio and digital advertising.)	15	35
b)	Experience and performance based on three (3) clients of similar size and complexity. Experience in the education industry will be an added advantage (Provide recommendation letters from the three (3) clients provided in (a) above including proof of experience and performance for each of the jobs done. This should be within the last five (5) years).	10	
c)	Provide documentary evidence for the successful management of stakeholder engagements in the last five (5) years .	5	
d)	Provide documentary evidence of good track record digital marketing and creative concepts, specifically showing any awards won in the last five (5) years from recognized institutions locally, regionally or internationally and provide a description of the actual job/activity that won the award. Awards >3 = (5 Marks) Awards=2 = (3 Marks) Awards <1 = (1 Marks)	5	
2	Methodology and Approach		
a)	Appropriateness of the proposed work plan as presented in the proposed framework and methodology to be used once awarded the tender. The tenderer should demonstrate the ability to develop, strategize and plan for elaborate marketing communications programmes and creative services. The framework should include proposed strategies for kasneb's launch and awareness campaign for the qualifications in the new syllabuses.	15	15
3.	Human Resource Capacity		
a)	Team Leader: Should be a competent and qualified individual possessing knowledge and at least seven (7) years' experience in general management in the media/PR/advertising industry including creative work and a minimum academic/technical qualification of university degree. The team leader must be a member of a professional association e.g. PRSK, CIPR, CIM The team leader should have overseen at least three (3) similar assignments of equal or larger magnitude prior to this submission	6	25

b)	Other key staff: At least four (4) Client service individuals that have requisite qualifications with at least five (5) years' experience in the advertising industry. Other team members required are; creative director, digital and social media manager, PR practitioner, event planner, media planner/buyer, brand management specialist. The firm may propose experts with skills not included here above, but are relevant to assignment. The staff should have proof of membership in professional associations, e.g. PRSK, CIM, CIPR	10	
c)	Overall composition and structure of the team, task allocation and its adequacy and relevance in meeting the TORs. Teams with individuals that are direct employees of the agency firm(s) are preferred.	5	
d)	The company should provide its profile and organogram, and international brand affiliations it has.	4	
4.	Technical Equipment and Work Tools Capacity		
a)	Proof and description of tools/ resources that will be used to advance kasneb's communications agenda through the proposed framework (The firm should indicate if the tools/resources are owned by the agency or will be outsourced). These include latest computer technologies for creative work, information banks. The list and pictures should be provided. -Proof of network with other regional/international agencies including the works executed by out with the mentioned agency (s) at regional or international level. Proof of network with organizations/staff within Counties A valid AGPO certification from the National Treasury and Planning for entities owned by Youth, Women and Persons Living With Disabilities.	20	25
		5	
	GRAND TOTAL		100

Bidders that score 70 points and above in the technical evaluation shall be invited for the second stage of evaluation, which will be a pitch presentation

4. Pitch presentation

The following criteria shall be used to evaluate the pitch presentation. Bidding firms are advised to align their presentations with the Pitch Communication brief presented in this document. It should be noted that kasneb does not compensate bidders for pitch presentations. All costs for the pitch shall be borne by the respective bidders.

Brief for pitch presentation

a) Kasneb revised syllabuses

The following table highlights kasneb's qualifications with key features and benefits.

Product	Features	Benefits
1. Professional Qualifications Examinations		
1.a. CPA-Certified Public Accountants	<p>Administered in three levels namely Foundation, Intermediate and Advanced Level</p> <p>Foundation level has 6 papers Intermediate level has 6 papers Advanced Level has 5 papers and a practical paper</p>	<p>Differentiates students in the market.</p> <p>Promotes career progression International recognition. Membership to professional institutes of repute. Credit transfers with institutions of higher learning.</p>
1.b. CS-Certified Secretaries	<p>Administered in three levels namely Foundation, Intermediate and Advanced Level</p> <p>Foundation level has 6 papers Intermediate level has 6 papers Advanced Level has 4 papers and a research paper</p>	<p>Differentiates students in the market.</p> <p>Promotes career progression International recognition.</p> <p>Membership to professional institutes of repute.</p> <p>Credit transfers with institutions of higher learning</p>
1.c. CIFA-Certified Investment and Financial Analysts	<p>Administered in three levels namely Foundation, Intermediate and Advanced Level</p> <p>Foundation level has 6 papers Intermediate level has 5 papers Advanced Level has 5 papers and a practical paper</p>	<p>Differentiates students in the market.</p> <p>Promotes career progression International recognition.</p> <p>Membership to professional institutes of repute. Credit transfers with institutions of higher learning</p>

1.d. CCP-Certified Credit Professionals	Administered in three levels namely Foundation, Intermediate and Advanced Level Foundation level has 6 papers Intermediate level has 4 papers Advanced Level has 4 papers	Differentiates students in the market. Promotes career progression International recognition. Membership to professional institutes of repute. Credit transfers with institutions of higher learning
1.e. CISSE – Certified Information System Support Expert	Administered in three levels namely Foundation, Intermediate and Advanced Level Foundation level has 5 papers Intermediate level has 5 papers Advanced Level has 2 papers and a project	Differentiates students in the market. Promotes career progression International recognition. Membership to professional institutes of repute. Credit transfers with institutions of higher learning
2. Diploma Qualifications Examination		
2.a. ATD- Accounting Technician Diploma	Administered in Levels I, II and III with each level consisting of 4 papers.	Equips student with the basic knowledge in each qualification. Prepares students for progression to professional qualifications.
2.b. DISS – Diploma in Information Systems Support	Administered in Levels I, II and III Level I has 4 papers Level II has 3 papers and Level III is a project	
3. Certificate qualification Examination		
CAMS-Certificate in Accounting and Management Skills	Administered in Levels I and II Level I has 4 papers and Level II has 3 papers	Equips student with basic skills required for small and medium enterprises and entrepreneurship. Prepares students for progression into the diploma qualifications in ATD and DCM

(b) e-kasneb application

The e-Kasneb app is an electronic payment service that provides Kasneb services to candidates from the comfort of their own homes. The services offered through the app include payment of registration, exemption, examination and renewal fees.

The students are also able to download their examination timetables and results using e-Kasneb. The app offers a superior customer experience that saves on cost, time and energy.

The students are advised to ensure they have active student accounts so that the examination services can be channeled through the student accounts. The app is available for download

Steps on how to create a student account are available on www.kasneb.or.ke.

(c) **Training institutions**

Kasneb works together with accredited institutions to ensure that candidates get quality education and training. Candidates are advised to enroll with Kasneb accredited institutions for their tuition needs. A comprehensive list of Kasneb accredited institutions is available on www.kasneb.or.ke.

In the pitch proposals bidders are expected to:

- Present a campaign plan for creating awareness of kasneb qualifications in the new revised syllabuses. The plan should highlight the impact of kasneb qualifications to individual careers. It must appeal to the various stakeholders to create a positive perception around the kasneb qualifications and drive uptake.
- The plan should show how to engage stakeholders through various mechanisms and channels to be leveraged on to create an emotional connection with the stakeholders. It should consider the objective to create a positive image association with kasneb corporate brand. This should be captured in the proposed strategies and steps envisaged for improving kasneb's visibility and improved awareness on its qualifications.
- Clearly outline a monitoring and evaluation mechanism on the success of the communications initiatives.
- Provide a breakdown of costs to achieve the proposed strategies

The marking scheme of the Pitch will be as follows:

NO	CRITERIA	Max scores	
1.	Understanding of the brief		
	<ul style="list-style-type: none"> • Appropriateness of the proposed strategy in meeting the objectives of the brief (including communication strategy, information dissemination strategy and value addition) 	3	15
	<ul style="list-style-type: none"> • Appropriateness of the proposed brand management and positioning strategies 	3	
	<ul style="list-style-type: none"> • Completeness of outlined, strengths, opportunities, weaknesses and threats to Kasneb brand (Atleast 2 of each) 	3	
	<ul style="list-style-type: none"> • Details of how the campaign will address the opportunities, weaknesses identified, and build on the strengths that already exist. 	3	
	<ul style="list-style-type: none"> • Appropriateness and clear listing and description of thematic areas, target audience(s), key messaging for the campaigns 	3	
2.	Level of creativity and innovation as reflected in the presented concepts		
	<ul style="list-style-type: none"> • Presentation of campaign for the new syllabuses 	5	35
	<ul style="list-style-type: none"> • Is the concept captivating and does it have the potential to draw emotions towards the Kasneb brand? 	5	
	<ul style="list-style-type: none"> • Appropriateness of proposed concepts in relation to the identified target audience. 	5	
	<ul style="list-style-type: none"> • Appropriateness of proposed key messages for the corresponding target audience. 	5	
	<ul style="list-style-type: none"> • Evidence and demonstration of use of creative and effective digital communication materials to pass on key messages 	5	
	<ul style="list-style-type: none"> • Evidence and demonstration of creative campaign ideas 	5	
	<ul style="list-style-type: none"> • Demonstration of the diverse application of appropriate platforms to execute the concept 	5	

3.	Effective use (including cost) of integrated marketing communications tools, including PR services		
	<ul style="list-style-type: none"> • Appropriateness and cost effectiveness in the communication mix without diluting the quality of the message 	10	10
4.	Suitability and applicability of proposed work plan, and methodology		
	<ul style="list-style-type: none"> • Suitability of selected media and alignment to Kasneb values 	5	20
	<ul style="list-style-type: none"> • Appropriateness and practicability of the proposed time schedules and work plan 	3	
	<ul style="list-style-type: none"> • Suitability of digital media strategy and outreach activities 	2	
	<ul style="list-style-type: none"> • Suitability and existence of necessary digital support for the campaign with the appropriate tools and techniques 	3	
	<ul style="list-style-type: none"> • Demonstrated creative and sustainable use of new media to support the campaign 	7	
5.	List of outputs of the marketing/communication and PR services		
	<ul style="list-style-type: none"> • Provision of detailed list of outputs expected in the campaign 	2	8
	<ul style="list-style-type: none"> • Indicators that will be used to evaluate the success of the proposed campaign 	2	
	<ul style="list-style-type: none"> • Appropriateness and suitability of proposed Indicators of success, expected outcomes/ Impact and their corresponding description and unit of measure 	2	
	<ul style="list-style-type: none"> • Proposed assessment methodology to determine target audience's acquisition of Information, Knowledge about Kasneb and its qualifications 	2	
7.	Alternative proposals and justification for solutions recommended		
	<ul style="list-style-type: none"> • Presentation of alternative proposals and justification for solutions recommended 	2	2
8.	Overall presentation	10	10
	<ul style="list-style-type: none"> • Clarity of presentation • Organization of presentation • Confidence in presentation • Tone of presentation and conviction of concept • Comprehensive responses to queries 		
GRAND TOTAL			100

Bidders that score 70% and above marks in Technical and Pitch Presentation combined shall be evaluated at the financial stage.

3.20 FINANCIAL EVALUATION

The fees shall be stated in Kenya Shillings showing the amounts before and after applicable taxes and broken down as appropriate. The following cost items should be separately indicated **where applicable**.

S/No.	ITEM DESCRIPTION	COST (Sh.)
(i)	Campaign cost	
(ii)	Account management cost- specify the components	
(iii)	Website development cost	
(iv)	Marketing Agency cost	
(v)	Creative Agency cost	
TOTAL COST PER ANNUM (Sh.)		

COST BREAKDOWN FOR SCOPE OF WORK FOR THE MARKETING AND CREATIVE SERVICES AGENCY		
ACTIVITY	PAYMENT SCHEDULE (MONTHLY/QUARTERLY/SEMI ANNUALLY/ANNUALLY)	COST (Sh.)
	And the firm shall be Required to give justification/breakdown/itemisation for every item quoted.	
1	Creative concept development, Art Direction, copy writing and scripting for different communication platforms	
2	Production of creative concepts	
3	Digital Media relations	
4	Digital Media strategy including media planning and buying	
5	Media Monitoring	
6	Account management	
7	Corporate Publications	
8	Market research	
9	Digital Marketing Communication strategy and plan	
10	Website Design and Development	

TOTAL COST IN KSH.....

The lowest evaluated responsive bidder in comparison with the other bidders will be awarded the contract for a period of One (1) year

Please note that:

The financial evaluation Information under clause 3.20 above should be strictly prepared and submitted in the separate sealed financial proposal bid document well serialised/paginated.

APPENDIX A

CONSULTANTS INFORMATION

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the general information to Consultants. Wherever there is a conflict between the provisions of the general information to Consultants in section II and the provisions of this appendix, the provisions of the appendix herein shall prevail over those of the information to Consultants.

- (a) The name of the Client is: **kasneb**
- (b) The method of selection is: **Quality Cost Based Selection (QCBS)**
- (c) Technical and Financial Proposals are required: **Yes**
- (d) The name, objectives, and description of the assignment are:
RFP NO. KAS/RFP/MCSA/014/2020/2021: Provision of consultancy services for Marketing and Creative Services Agency.
- (e) A pre-proposal conference will be held: **No**
- (f) Site visit before submission of Bid Documents: **No**
- (g) The name, address and telephone number of the Client's official contact is:
Secretary/Chief Executive Officer
kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362-00100, Nairobi
Landline telephone number: +254 (020) 4923000. Cell phone: 0722-201214, 0734-600624
Email: info@kasneb.or.ke. Website: www.kasneb.or.ke
- (h) **kasneb** will assign an Officer to co-ordinate the activities of the Consultants during the period of the assignment **Yes**.
- (i) The estimated number of professional staff days required for the assignment is as **indicated in the Terms of Reference**.
- (j) The minimum required experience of proposed professional staff is **as indicated in the Terms of Reference**.
- (k) Additional information in the Technical Proposal is **as indicated in the Terms of Reference**.
- (l) Taxes: **The total financial proposal should be inclusive of all applicable taxes**.
- (m) Consultants must submit an **original copy and one (1) additional copy of each proposal**.
- (n) **Mandatory requirements**
The Consultancy firm must provide copies of the following documents:
 - (h) Valid Tax Compliance Certificate from Kenya Revenue Authority.
 - (i) Certificate of Registration/Incorporation.
 - (j) Dully filled, signed and stamped confidential business questionnaire.
 - (k) Completed Anti-corruption declaration form.
 - (l) Audited accounts for the last three (3) financial years.
 - (m) A valid CR12 certificate from the Registrar of Companies.
 - (n) Original and copy of the technical and financial proposals as specified in the tender document.
 - (o) Serialization/pagination of the tender documents.

Failure to submit copies of any of the above listed mandatory requirements shall lead to the consultancy firm being declared as non-responsive hence shall not qualify to proceed to the Technical Evaluation stage.

- (o) The proposal submission address is:

**Secretary/Chief Executive Officer
kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362-00100, Nairobi
Landline telephone number: +254 (020) 4923000. Cell phone: 0722-201214, 0734-600624
Email: info@kasneb.or.ke. Website: www.kasneb.or.ke**

- (p) Proposals must be submitted not later than the following date and time **Monday, 17 May 2021 at 11.00 a.m.**

- (q) The address to send information to kasneb is:

**Secretary/Chief Executive Officer
kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362, 00100 Nairobi
Tel: +254 (020) 4923000, 2712640
Cell phone: 0722-201214/0734-600624
E-mail: info@kasneb.or.ke
Website: www.kasneb.or.ke**

- (r) The minimum technical score (Technical + Pitch) required to pass: **70%**

- (s) The assignment is expected to commence **immediately after signing of the Contract with the winning firm.**

- (t) All pages of the technical proposal documents submitted must be serialised.

APPENDIX B

TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

1. In preparing the technical proposals, the Consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the Consultant's own risk and may result in the rejection of the consultant's proposal.
2. The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
3. The Technical proposal **shall not** include any financial information.
4. All pages of the technical proposal documents submitted must be serialised/numbered.
5. A valid certification from the National Treasury shall be required for the entities owned by youth, women, and persons with disabilities.

TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form.
2. Firm's references.
3. Comments and suggestions of Consultants on the Terms of reference and a list of services and facilities to be provided by **kasneb**.
4. Description of the methodology and work plan for performing the assignment.
5. Team composition and Task assignments.
6. Format of curriculum vitae (CV) for proposed Professional staff and a brief of any recent experience of assignment of a similar nature.
7. Time schedule for professional personnel.
8. Standard Forms

Please note that:

- All the pages of the Technical Proposal documents submitted **MUST** be serialised/numbered.
- A valid certification from the National Treasury **SHALL** be required for the entities owned by youth, women and persons with disabilities.

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]

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

2. FIRM'S REFERENCES

Relevant services carried out in the last three (3) years that best illustrate the competence of the firm. *(Provide documentary evidence as appropriate)*

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:
Name of Client:	Client's contact person for the assignment:
Address:	Duration of Assignment:
Start Date (Month/Year): Completion Date: (Month/Year):	Approx. Value of Services (Ksh)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Brief Narrative Description of Project:	

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

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 reports 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 in this consultancy:

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 specialised 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 firm, 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: _____

[Signature of staff member]

Full name of authorised representative: _____

Date: _____

[Signature of authorised representative of the firm]

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Week (in the Form of a Gantt Chart)

Name	Position	Reports Due/ Activities	1	2	Number of weeks

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorised representative)

Full Name: _____

Title: _____

Address: _____

APPENDIX C
FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

1. The Financial proposal prepared by the Consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, printing of documents, and transaction costs as may be applicable. The costs should be broken down to be clearly understood by kasneb.
2. The financial proposal shall be in Kenya Shillings and shall include the payable taxes.
3. The financial proposal should be prepared using the Standard forms provided in this part.
4. The financial proposal must comply with the law governing the profession of the consultant.
5. Items for which no rate or price is entered by the Tenderer will NOT be paid for by kasneb when executed and shall be deemed covered by the other rates and prices.
6. All pages of the financial proposal documents submitted must be serialised/numbered.
7. **The total financial proposal amount shall cater for the Provision of consultancy services for provision of marketing and creative services at kasneb as outlined in the Scope of Assignment found on page 12 of 37 and 13 of 37.**

Please note:

The two copies of the financial proposal shall be submitted in a separate sealed envelope clearly marked the name and reference number of the tender.

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form.
2. Schedule of payment.

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. (As per details in the Price
Schedules/Costing Breakdown)

We remain,

Yours sincerely,

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

CONFIDENTIAL BUSINESS QUESTIONNAIRE

kasneb

kasneb Towers

Hospital Road, Upper Hill

P O Box 41362 - 00100

Telephone: 2712640/2712828

E-mail: info@kasneb.or.ke

Nairobi

Confidential Business Questionnaire

You are required to give the particulars indicated in part 1 and either 2(a), 2(b) or 2(c) whichever applies to your type of business.

A tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name-----

(Attach copy of Certificate of Incorporation or Registration Certificate)

Location of Business-----

Plot No. -----Street/Road-----

Postal Address: ----- Tel. No. -----

Nature of Business-----

Current Trade Licence No. -----Expiry date-----

PIN No. -----VAT No. -----

(Attach copies of PIN and VAT certificates)

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers-----Branch-----

Part 2 (a) – Sole Proprietor:

Your name in full-----PIN No-----

(Attach copy of Certificate)

Nationality: (State whether Kenyan or Non Kenyan) -----

Part 2(b) – Partnership:

Give names of partners as follows:

1-----

2-----

3-----

4-----

Part 2(c) – Registered Company - Private or Public

Give Details of all Directors as follows:

No.	Name	PIN No (Attach certificates)	Nationality: (State whether Kenyan or Non-Kenyan).
1			
2			
3			
4			
5			

Do the Directors have any family relationship with Kasneb Members of the Staff or Board members.....

Please state (YES or NO)

If **YES** please declare the nature of relationship.....

Signature of Tenderer: ----- Date -----

Name of the Authorised Signatory ----- ID Number

APPENDIX E
SAMPLE CONTRACT AGREEMENT

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client's name] of [or whose registered office is situated at] _____ [insert Client's address] (hereinafter called "the Client") of the one part AND _____ [Insert Consultant's name] of [or whose registered office is situated at] _____ [insert Consultant's address] (hereinafter called "the Consultant") of the other part.

WHEREAS THE CLIENT wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the Services specified in Section III, "Terms of Reference" which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in item 5 of **Appendix B**, "Team composition and task assignments," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in item 7 of **Appendix B**, "Time schedule for professional personnel".

2. Term

The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to **Appendix A**, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount].

This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified or derived from the terms of reference as mutually agreed between the two parties.

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below, and subject to the acceptance of the reports and reporting on duty by the Chief Executive Officer as specified or derived from the terms of reference as mutually agreed between the two parties.

4. **Project administration**

A. Coordinator

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Item 7 of **Appendix B**, "Time schedule for professional personnel", shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

3. **Performance**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Materials**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant not to be Engaged in certain Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. **Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language**

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

12. **Dispute resolution**

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

13. Force Majeure

A. 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.

B. 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 the Contract shall not be considered to be 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.

14. Termination

A. 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 purposes 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 included collusive practice among consultants (prior to 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.

B. 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 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.

15. Obligations

A. By the Consultant

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 dealings with sub-Consultants or third parties subject to item 10 of this contract.

B. By the Client

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

Signed:

FOR THE CLIENT

FOR THE CONSULTANT

Full name: _____

Full name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX F
ANTI-CORRUPTION DECLARATION FORM

Date.....

To.....
.....
.....

I, on behalf of..... (Tenderer name and address)

declare the following:

That I:

- (a) Have not been debarred from participating in public procurement.
- (b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
- (c) Have completed this form accurately and that the information provided is true and can be substantiated if required to do so.
- (d) Understand that any inaccuracy in the information filled herein may be used as ground for disqualification of this tender.

.....

.....

.....

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

APPENDIX G

DRAFT LETTER OF NOTIFICATION OF AWARD

Address of kasneb

M/s

P. O. Box

Nairobi

Dear Sir/Madam

RFP NO.KAS/RFP/MCS/014/2020/2021: PROVISION OF MARKETING AND CREATIVE SERVICES AGENCY AT kasneb

This has reference to your proposal-dated _____ for **KAS/RFP/DMCS/014/2020/2021: Provision of Marketing and Creative Services Agency at Kasneb.**

The duration of this contract shall be.....and will **commence immediately after signing of the Contract with the winning firm.**

You may contact the officer(s) whose particulars appear below in connection with your contract for the provision of the above services.

(Full particulars) _____

The Contract documents are in the course of preparation and you will be invited to sign them after expiry of fourteen (14) days from the date of this letter.

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

Yours faithfully

SECRETARY/CHIEF EXECUTIVE OFFICER