



**REQUEST FOR PROPOSAL**  
**FOR**  
**PUBLIC RELATIONS (PR) CONSULTANCY SERVICES**  
**TENDER NO: KURA/RMLF/HQ/206/2017-2018**

*August, 2017*

**DIRECTOR GENERAL**  
**KENYA URBAN ROADS AUTHORITY (KURA)**  
**P.O. Box 41727-00100**  
**NAIROBI**

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**SECTION I ~ LETTER OF INVITATION**

Dear Sir/Madam,

**RE: RFP FOR CONSULTANCY SERVICES FOR PUBLIC RELATIONS**

1.1 Kenya Urban Roads Authority invites proposals for consultancy services for the above mentioned services

1.2 The request for proposals (RFP) includes the following:

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

**The following MUST be submitted together with the proposal:-**

- a) Certified Copy of Certificate of Incorporation or Registration
- b) Certified Copy of Tax Compliance Certificate
- c) Certified Copy of VAT Registration Certificates
- d) Certified Copy of PIN Certificate
- e) Curriculum Vitae (CV) of the Proposed Key Staff
- f) Certified Copies of Certificates and Testimonials of the Proposed Key Staff
- g) Current Work Load
- h) Litigation History
- i) Others as described in the Tender Document
- j) Copy of Miscellaneous Receipt

**NB. Certification must be by a commissioner of oath**

The submission date for these proposals is on **12<sup>th</sup> September 2017 at 10.00 A.M**  
**(Local time) at the following address:**

Director General  
Kenya Urban Roads Authority  
IKM PLACE, Bishops Road  
**NAIROBI**

Alternatively, proposal documents may be deposited at the Tender Box located at 4<sup>th</sup> Floor IKM PLACE, 5th Ngong Avenue, Nairobi.

Opening of the proposals will take place immediately thereafter in the 3rd Floor Boardroom, IKM PLACE in the presence of consultants or their representatives who choose to attend.

Yours sincerely,

Procurement Manager  
**FOR: DIRECTOR GENERAL**

## SECTION II – INFORMATION TO CONSULTANTS (ITC)

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

### 2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or *a Technical Proposal only*, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. The highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain 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. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, and make available relevant *project* data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## 2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other Consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

(ix) Bidders shall serialize all pages for each tender document submitted

2.3.5 The Technical Proposal shall not include any financial information.

## 2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the Consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultants shall agree to the extension.

## 2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

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

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

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

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

## 2.6 Proposal Evaluation General

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

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

## 2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

The interested firms will be required to provide the following:

- a) A detailed profile of their company, with all the statutory requirements (Certified copy of registration Certificate, Certified copy of VAT, Certified copy of CR12 Current workload and Certified copy of Tax compliance Certificate) met and complied with and details of all the services that they offer. **(5 marks)**
- b) A list of all clients that they have served. Four of which should be big clients with over 200 employees. **(10marks)**
- c) Two commendation letters of the two big listed clients. **(2marks each)**
- d) The firm should have at least six years of existence. **(10 marks)**
- e) A list of equipment and software in possession **(10marks)**
- f) Provide Detailed Certified copy of CV's of their staff (experiences and qualifications) who will be assigned this account. Staff handling this account must have served in the communication/PR profession or related careers for a minimum of 5 years. Areas of consideration will include;
  - Over 5 years' experience for two employees who should be registered members of PRSK (Two employees **(7Marks each)**)
  - Media liaison- **(7marks)**
  - Media management- **(5marks)**
  - Information production - **(4marks)**
  - Dissemination, including Web knowledge and management - **(4 Marks)**
  - CSR management - **(5Marks)**
  - Events Management - **(5marks)**
  - Internal communications - **(3marks)**
  - Protocol - **(3Marks)**

All the above must be submitted with proof of experience and or expertise. All Staff testimonials, certificates and CVs to be certified by a commissioner of oaths.

2.7.8 Although the PR Agency may/will interact daily with the Corporation, the team leader will meet at least twice a month with the Director General. Weekly meetings will be held with the rest of the team chaired by the Kenya Urban Roads Authority's Head of Corporate Affairs. The



Agency will also be required to give at least one performance report in-person presentation every quarter to the management. The PR Agency shall provide secretarial services in all such meetings. Technical proposal will carry a weighting of 80% marks and financial proposals will have a weighting of 20% marks.

The pass marks will be **75%** of the technical evaluation or 60 out of 80.

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

## **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the Consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the Consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
$$Sf = 100 \times \frac{FM}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

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

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

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

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

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

## **2.10 Award of Contract**

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

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

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

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

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

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

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

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

### Notes on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to Consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix, the following aspects should be taken into consideration:
  - (a) The information that specifies or complements provisions of Section II to be incorporated.
  - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
  - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

### Appendix to Information to Consultants

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

#### Clause Reference

2.1 The name of the Client is:

**Director General,  
Kenya Urban Roads Authority (KURA)**

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

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

The name, objectives, and description of the assignment are: Public Relations Consultancy services.

2.1.3 A pre-bid proposal conference will be held: **Yes**

Date: **5<sup>th</sup> September, 2017**  
Time: **10.00 A.M**  
Venue: **KURA Headquarters' 3<sup>rd</sup> floor Board Room.**

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

**Director General,  
Kenya Urban Roads Authority (KURA)  
P.O. Box 41727-00100  
NAIROBI**

2.1.4 The Client will provide the following inputs:

KURA will provide a coordinating secretariat to work with the Consultant (s) in the areas identified under the scope of the assignment. In addition, the authority shall provide the following:

1. Provide staff to participate fully in the process.
2. Avail an office for use by the consultants should it be required.

2.1.5 (i) The estimated number of professional staff months required for the assignment is:

**The Consultant will be responsible for determining the number of professional staff months.**

(ii) The minimum required experience of proposed professional staff is as Shown hereunder:-

2.1.6 (i) Training is a specific component of this assignment: *NO*

(ii) Additional information in the Technical Proposal includes: *N/A*

2.1.7 Taxes:

**The Consultant shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.**

2.5.2 Consultants must submit an original and two (2) replica additional copies of each proposal:

2.5.3 The proposal submission address is:

**Director General  
Kenya Urban Roads Authority  
IKM Place, Bishop Road,  
P.O. Box 41727-00100,  
Nairobi.**

The outer envelope shall also be clearly marked:

**Request For Proposal for Public Relations (PR) Consultancy Services**

2.5.4 Proposals must be submitted no later than the following date and time: **12<sup>th</sup> September, 2017** at 10A.M

2.6.1 The address to send information to the Client is:

**Director General  
Kenya Urban Roads Authority  
IKM Place, Bishop Road,  
P.O. Box 41727-00100,  
Nairobi.**

2.6.3 The minimum technical score required to pass *is* **75%**.

2.7.1 Alternative formulae for determining the financial score: **None.**

The weights given to the Technical and Financial Proposals are as follows:

Technical Proposal, T= 80

Financial Proposal, F= 20

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

## **SECTION III: ~ TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

## TECHNICAL PROPOSAL: STANDARD FORMS

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
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
7. Time schedule for professional personnel
8. Activity (work schedule)



1. TECHNICAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ *Date*

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

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

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

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date    Approx. Value of Services (Kshs)Month/Year):	
Name of Associated Consultants. If any: No of Months of Professional Staff provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

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

---

On the Terms of Reference:

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

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

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

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

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

## 2. Support Staff

Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

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Detailed Tasks Assigned: \_\_\_\_\_

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### **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]

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of authorised 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	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Months (in the Form of a Bar Chart)

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

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

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

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

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

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



## 8. ACTIVITY (WORK) SCHEDULE

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

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

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

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

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

## SECTION IV: ~ FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

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

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Name and address of Client]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

## 3. BREAKDOWN OF PRICE PER ACTIVITY

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

## 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours Rate as appropriate)	Remuneration	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

### 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs <hr style="width: 30%; margin-left: 0;"/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

## **SECTION V: ~TERMS OF REFERENCE**

### **TERMS OF REFERENCE FOR PROCUREMENT OF PUBLIC RELATIONS AGENCY**

#### **1.1 BACKGROUND**

Kenya Urban Roads intends to procure the services of a PR firm. The Public Relations Agency shall also extend strategic support to the Authority in its efforts to create a positive perception and reception both in the print and electronic media, with the objective of creating an environment supportive of the Authority's brand and as well as create a more robust top of the mind awareness in our stakeholders and promote roads safety awareness in all the whole country.

#### **1.2 SCOPE OF WORK**

The contracted firm will be required to undertake the following professional Services:

1. Develop communications strategy to cover both internal and external communication for the next three years
2. Develop Crisis Communication strategy
3. Develop Corporate Identity Manual (CIM) for the Authority.
4. Develop Corporate Social Responsibility(CSR) Strategy

#### **2.3.1 ASSIGNMENTS**

The Consultant will undertake the project within a period of not more than three months in consideration with KURA strategic plan 2017- 2022 and KURA Communication Policy. It is expected that a stakeholder analysis will form part of the assignment.

The consultant shall submit an inception report after one month and the draft documents within the second month of the Consultancy.

The general conditions and observations will include the Consultant meeting own logistical and related costs including those of report writing and production. The Consultant will have to adhere to its contractual obligations and be governed by the policies, requirements, terms and conditions of the KURA and the Government.

#### **1. TERMS OF PAYMENT**

Payments will only be made after the stipulated required services. The progress report should be submitted to the client every two weeks. The invoice should be presented after completion of at least two of the above assignments Payment of the successful quotation will be made at ones after the client is satisfied that the required services have been rendered and after the facilitator has made a briefing to the management.

#### **2. DATA, LOCAL SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

The Kenya Urban Roads Authority will make available to the successful facilitator, all documents relevant to the required services subject to their availability.

#### **3. INFORMATION TO THE POTENTIAL FACILITATORS**

##### **Financial Stipulations**

The Facilitator shall prepare and submit his quotation in Kenya Shillings only. All rates presented in the quotation for the assignment shall be considered fixed until the end of the services.

The contract agreement shall be concluded on the basis of the standard Government of Kenya agreement. The Facilitator will be responsible for payment of taxes, duties, levies, and other applicable charges.

#### **4. OBLIGATIONS OF THE AUTHORITY AND THE CONSULTANT**

##### **Authority's Obligations**

###### **i) Documents and Reports**

The Authority shall supply all pertinent data and information and give such assistance as shall reasonably be required by the facilitator of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services.

###### **ii) Liaison**

The liaison person for this exercise will be the **Chief Corporate Communications Officer**

##### **Correspondence**

The Authority shall ensure that correspondence exchange in respect of the implementation of the facilitation is treated promptly by the agencies in order to avoid any delay.

##### **Consultant's Obligations**

- i) All information, data and reports obtained from the Authority and departments in the execution of the services of the Facilitator shall be properly reviewed and analysed. The responsibility for the correctness of using such data shall rest with the Facilitator. All such information, data, and reports shall be treated as confidential and returned to the Authority upon completion of the assignment.
- ii) The Facilitator shall be responsible for arranging all necessary office and living accommodation, transportation, equipment and supplies, surveys, investigations, secretarial services, related to the performance of the works.
- iii) The Facilitator shall be responsible for the printing of all reports.
- iv) All reports and documents relevant to the assignment, computer programs and electronic data, etc. shall become the property of the Authority. The Facilitator shall provide the originals of the documents in both soft and hard copies.

#### **5. MODALITY OF PAYMENT OF FEES**

##### **12.1 Payment of Fees**

The Facilitator's fee shall be fixed for all services covering all expenses and payment will be made in Kenya Shillings.

##### **12.2 Payment Schedule**

The facilitator is expected to raise an invoice for the whole cost of facilitation after mutual agreement that the required services have been rendered.



STANDARD FORMS OF CONTRACT

SAMPLE CONTRACT FOR CONSULTING SERVICES

CONTRACT

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

3. **Payment**

- A. Ceiling  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments  
The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)  
Kshs \_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant;  
Kshs \_\_\_\_\_ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs \_\_\_\_\_ upon the Client's receipt of the final report, acceptable to the Client.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

**4. Project Administration**

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

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

**6. Confidentiality**

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

**7. Ownership of Material**

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

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

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

**9. Insurance**

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

**10. Assignment**

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

**11. Law Governing Contract and Language**

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

**12. Dispute Resolution**

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

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_ Full name; \_\_\_\_\_

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

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

Manager Procurement  
**FOR DIRECTOR GENERAL**

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED  
**Board Secretary**