



PRIVATIZATION COMMISSION

Enhancing Kenya's Productive Capacity

ISO 9001:2008 Certified

REQUEST FOR PROPOSAL DOCUMENT

FOR

PROVISION OF PUBLIC RELATIONS (PR) CONSULTANCY SERVICES

REF NO: PC/RFP/009/2017-2018

SELECTION OF CONSULTANT - QUALITY COST BASED SELECTION

11TH FLOOR, EXTELCOMS HOUSE

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Launch Date: 15th May 2018

Closing Date: 29th May 2018 Time: 11.00 A.M.

TABLE OF CONTENTS

	Page
SECTION I. Letter of Invitation	3
SECTION II. Information to Consultants.....	5
Appendix to Information to Consultants...	19
SECTION III Technical Proposal	23
SECTION IV. Financial Proposal	35
SECTION V Terms of Reference	50
SECTION VI. Standard Forms of Contract	58
ANNEXES:	
Annex I: Small Assignments: Lump-Sum Payments	59

SECTION I - LETTER OF INVITATION

Date: 15th May 2018

TO: All eligible consultants

RE: PROVISION OF PUBLIC RELATIONS (PR) CONSULTANCY SERVICES

1.1 The Privatization Commission invites proposals for the following consultancy services: **Provision of PR Consultancy Services.**

The Commission intends to enter into a framework agreement for PR consultancy services through this RFP.

Scope of coverage of the consultancy services: The objective of the assignment:-

- i) Assist the Commission in mobilizing press coverage for events;
- ii) Develop and maintain effective working relations with local media;
- iii) Prepare and distribute news releases, maintain current media personal contacts and served as media liaison;
- iv) Prepare Commission's Spokesperson for media interviews;
- v) Assist the Commission in identifying and organizing events that contribute in building consensus and awareness with respect to the Commission's work;
- vi) Create special events such as Press Conferences;
- vii) Manage all events PR aspects including Media Relations, audio visual support, photography, agenda, programmes and collateral material;
- viii) Design promotional publicity materials for transactions;
- ix) Provide PR counsel to senior management as necessary;
- x) Work with Management in developing and implementing the Communication Plans for any crisis that may occur; and
- xi) Use of digital platforms to promote the Commission;

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

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

1.3. A complete set of bidding documents can be obtained from the Privatization Commission offices at Extelcoms House, 11th Floor upon payment of a **non-refundable fee of KES 1,000.00** payable to the Privatization Commission or downloaded free of charge from the Commission's website www.pc.go.ke or www.supplier.treasury.go.ke. Those who download the document should inform the Commission immediately via email.

1.4 Complete proposal documents are to be enclosed in plain sealed envelopes marked with the tender reference number and addressed to ED/CEO Privatization Commission and either

- (i) deposited in the Tender Box on 11th Floor, Reception Area, Extelcoms House, Haile Selassie Avenue, Nairobi
- or
- (ii) dropped in the Procurement Office on 11th Floor, Reception Area, Extelcoms House, Haile Selassie Avenue, Nairobi in case of bulky documents.
so as to be **received on or before 29th May 2018 at 11.00am.**

Technical proposals will be opened immediately thereafter in the presence of consultants or their representatives who choose to attend at the **Main Boardroom on 11th Floor, Extelcoms House.**

Prices quoted must be inclusive of all applicable taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Yours sincerely

JACQUELINE MUINDI
Ag. EXECUTIVE DIRECTOR/CEO

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page
2.1 Introduction	6
2.2 Clarification and Amendment of RFP Document	7
2.3 Preparation of Technical Proposal	7
2.4 Financial Proposal	9
2.5 Submission, Receipt and Opening of Proposals	10
2.6 Proposal Evaluation General	11
2.7 Evaluation of Technical Proposal	12
2.8 Public opening and Evaluation of Financial Proposal ...	12
2.9 Negotiations	14
2.10 Award of Contract	15
2.11 Confidentiality	16
2.12 Corrupt or Fraudulent Practices	16
2.13 Bid Security.....	17

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. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 1,000/=.
- 2.1.8 The procuring entity shall allow the consultant to review the RFP document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

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

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in the 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 five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard 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, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

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

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

Criteria		Maximum Points
(i)	Qualifications of the firm – As detailed on clause 3.6 on the terms of reference in this RFP document.	30
(ii)	Qualification and experience of Staff (must attach relevant supporting documents) – As detailed on clause 3.7 (ii) on the terms of reference in this RFP document.	30
(ii)	Litigation History – As detailed on clause 3.8 on the terms of reference in this RFP document.	10
(iii)	Adequacy of the following: a. Methodology to be used, including plan of action as per clause 3.9 on the terms of reference in this RFP document (20 marks). b. Comments/Improvements to our TOR (Creativity) (10 marks).	30
Total		100

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:-

$Sf = 100 \times \frac{F_m}{F}$ 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 RFP within 21 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects

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

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

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

2.10 Award of Contract

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

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

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

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

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

2.10.6 To qualify for contract awards, the consultant 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 consultant 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.

2.13 Bid Security

- 2.13.1 The Consultant **must** submit a Bid Security (in a separate sealed envelope labeled 'Bid Bond') at the time of submitting the Proposals. The Bid Security must be in the form specified under clause 2.13.2 and must be issued for the benefit of the Commission.
- 2.13.2 The Consultant shall furnish, as part of its RFP, a Bid Security for the amount and form specified in the Bid Bond details under clause 2.13.2
- 2.13.2 The Bid security which shall be in the form of a bid bond shall be Kshs. 50,000 /= (Kshs. Fifty Thousand Only) or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies (Approved by Public Procurement Regulatory Authority) which shall be in the form of a Banker's Cheque or cash deposited at the Commission's finance office and a receipt issued to that effect, a copy of which shall be enclosed when submitting the RFP, a bank guarantee or a bank draft issued by a reputable bank located in Kenya and valid for thirty (30) days beyond the validity of the RFP.
- 2.13.3 The Bid security is required to protect the Commission against the risk of Consultant's conduct which would warrant the Bid Security's forfeiture.
- 2.13.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form prescribed under clause 2.13.2.
- 2.13.5 Any RFP not secured with a Bid security denominated in Kenya Shillings or freely convertible currency will be rejected by the Commission as non-responsive.
- 2.13.6 Unsuccessful Consultant's Bid security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of the RFP validity prescribed by Commission.

2.13.7 The successful Consultant's Bid security will be discharged upon the Consultant signing the contract.

2.13.8 The Bid security may be forfeited:

- a) If a Consultant withdraws its RFP during the period of RFP validity specified by the Commission in this RFP document;
or
- b) In the case of a successful Consultant, if the Consultant refuses to enter into a written contract as required or fails to furnish any required performance security.

2.13.9 Within fifteen (15) days of receipt of the notification of Contract award, the successful consultant shall furnish the Commission with a Performance Security as indicated in the Appendix "ITC" in exchange of the Bid Security. Such cover is meant to protect the Commission from the risk of the firm's under performance during the entire contract period. The cover is withdrawn upon the expiry of the contract.

Appendix to information to consultants

Note 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 and 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: **Privatization Commission, Extelcoms House, 11th Floor, P.O. Box 34542 – 00100, NAIROBI.**

2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS).**

2.1.2 Technical and Financial Proposals are requested: **Yes (in separate sealed envelopes)**

The name, objectives, and description of the assignment are:
PROVISION OF PUBLIC RELATIONS (PR) CONSULTANCY SERVICES – AS PER THE TERMS OF REFERENCE

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

2.1.4 The Client will provide the following inputs: **See terms of reference**

2.3.2 (ii) The estimated number of professional staff months required for the assignment is: **as per terms of reference**

(iv) The minimum required experience of proposed professional staff is: **as per terms of reference**

2.3.3 (vii) Training is a specific component of this assignment: **No**

(viii) Additional information in the Technical Proposal includes:

The consultants must submit copies of the following documents, which will constitute the evaluation criteria at the eligibility/preliminary stage

Mandatory Requirements	
1	Copy of Business Registration Certificate or Certificate of Incorporation
2	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)
3	Declaration stating that you have NOT been debarred by Public Procurement Regulatory Authority(PPRA)
4	Submit a signed Declaration Statement that you will not be involved in corrupt or fraudulent practices
5	Audited Financial Reports for the last three years (i.e. 2014, 2015 and 2016)
6	Attach a Valid Single Business License from a County Government
7	Presentation of the RFP in a logical manner indicating table of content and page numbers/serialization of the entire tender document. The proposals must be paginated / serialized to ensure compliance with Section 74 (1) (i) of the PPADA 2015
8	Duly filled , signed and stamped Confidential Business Questionnaire
9	For joint ventures/consortia, must submit a duly signed agreement (by all parties) and clearly indicate who shall be the lead consultant
10	Bid Security of Kshs. 50,000.00

NB. Please note that all the above requirements shall be treated as Mandatory and will form part of the preliminary responsiveness. **Only Consultants who meet the above shall** be considered for further evaluation.

2.5.2 Consultants must submit **an original** and **one (1)** additional copy of each proposal (Technical & Financial).

2.5.3 The proposal submission address is:

**Ag. Executive Director/ CEO,
Privatization Commission,
Extelcoms House, 11th Floor, Haile Selassie Avenue
P.O. Box 34542 00100
NAIROBI.
Email: info@pc.go.ke**

Information on the outer envelope should also include:
Tender Number and Tender Description

2.5.4 Proposals must be submitted not later than the following date and time: **29th May 2018 at 11.00 a.m.**

2.6.1 The address to send information to the Client is

**Ag. Executive Director/ CEO,
Privatization Commission,
Extelcoms House, 11th Floor, Haile Selassie Avenue
P.O. Box 34542 00100
NAIROBI.**

2.7.1 The minimum technical score required to pass: **80 %**

2.8.3 Taxes: The total financial proposal **MUST** be inclusive of all taxes applicable.

2.8.5 Alternative formulae for determining the financial scores is the following: **No alternative formulae**

The weights given to the Technical and Financial Proposals are:

Technical Score = 80% (0.8)

Financial Score = 20% (0.2)

2.9.1 The assignment is expected to commence on the **date of contract effectiveness** at **11th Floor, Extelcoms House, Haile Selassie Avenue**

2.13.9 The Consultant shall furnish the Commission with a Professional Indemnity Cover for the Performance Security.

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.

SECTION III - TECHNICAL PROPOSAL

Table of Contents

	Page
1. Technical proposal submission form	25
2. Firms references	26
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	27
4. Description of the methodology and work plan for performing the assignment	28
5. Team composition and Task assignments	29
6. Format of curriculum vitae (CV) for proposed Professional staff	30
7. Time schedule for professional personnel	32
8. Activity (work schedule)	33

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: Your	Professional Staff provided by Firm/Entity(profiles):	
Name of Client: assignment.	Clients contact person for the	
Address: Duration of the Assignment:	No of Staff-Months;	
Start Date (Month/Year): (Kshs)	Completion Date (Month/Year):	Approx. Value of Services
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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

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

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. 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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	36
2. Price Schedule of Services.....	37
3. Breakdown of price/per activity	49
4. Breakdown of remuneration per activity	50
5. Reimbursable per activity	51
6. Miscellaneous expenses	52

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 as per the breakdown on the price schedule below inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. PRICE SCHEDULE OF SERVICES

The Commission intends to contract the PR Agency(ies) on a framework agreement. The agencies will be required from time to time to give their schedule of prices for the services the Commission intends to engage them in on need basis as some of these costs may not be quantifiable or cannot be determined at the time of entering into the agreement since each campaign may be different. The following are however costs that applicants should quantify:

PRICE SCHEDULE

Media Coverage

Media cover rate for electronic media will include covering company events, editing and distributing the releases to the media houses. Applicants to quote for standard rate based on a **single day** event.

Events and Conferences

S/NO.	ITEM	AMOUNT (KSH.)	TAX(%)
i.	PA system rental per day		
	Include two lapel microphones		
	Include two stand microphones		
	Crew cost per day		
ii.	Projector Services		
	Overhead projector per day		
iii.	Computer Projector per day		
	Mobile projection screen per day		
	TV projection monitor per day		
	Provision of teleprompter per day		
	Provision of LED screens per day		
iv.	Branding		
	Branding of hotel venue per day		
	Provision of branding aesthetics including lighting and confetti		
	Transport to venue		
	Any other relevant cost per unit per day		

Photography and Videography

Photography and Videography Fees

S/NO.	ITEM	AMOUNT (KSH.)	TAX(%)
1.	Professional photography fee per day		
2.	Professional videography fee per day		

Design and Printing

a) Brochures

S/NO.	ITEM	AMOUNT (KSH.)	TAX(%)
1.	Paper Size		
	A4		
	A5		
	A6		
2.	Paper Grammage		
	150GSM		
	200GSM		
	250GSM		
3.	Print Colour		
	Full colour		
	Two colours		
	Black and white		
4.	Paper Quality		
	Gloss		
	Matt		
	Gloss UV Sprayed		

b) Magazine/Annual Report

S/NO.	ITEM	AMOUNT (KSH.)	TAX(%)
1.	Paper Size		
	A4		
2.	Paper Grammage		
	150GSM		
	200GSM		
	250GSM		
	Cover 300GSM		
3.	Print Colour		
	Full colour		
4.	Finishing		
	Perfect Binding and trimmed to size		
	Saddle-stitched and trimmed to size		
5.	Paper Quality		
	Gloss		
	Matt		
	Gloss UV Sprayed		
6.	Volume		
	Minimum: 24 pages Maximum: 100 pages		

Fliers, Posters, Leaflets

S/NO.	ITEM	AMOUNT (KSH.)	TAX(%)
5.	Paper Size		
	A3		
	A4		
	A5		
	A6		
6.	Paper Grammage		
	150GSM		
	200GSM		
	250GSM		
7.	Print Colour		
	Full colour		
	Two colours		
	Black and white		
8.	Paper Quality		
	Gloss		
	Matt		
	Gloss UV Sprayed		

Production of Documentaries

S/NO.	LENGTH	AMOUNT (KSH.)	TAX(%)
1.	5 minutes		
2.	10 minutes		
3.	15 minutes		
4.	20 minutes		
5.	30 minutes		

APPENDIX A – BIDDING SCHEDULE AND INFORMATION FOR PUBLIC RELATIONS SERVICES

	ITEM	DESCRIPTION	AGENCY INPUT	PC INPUT	FREQUENCY/ NUMBER	PRICING PRINCIPLES
PUBLICATIONS						
1	CATEGORY A PUBLICATIONS Calendars, annual reports & accounts and similar publications	Concept, creative design and high quality production.	<ul style="list-style-type: none"> • High calibre designer and other resources • Delivery of artworks to printer in suitable format; • Printing supervision to ensure quality; • Deliver copy of final design to client in suitable electronic format. 	Agency brief; content and photos; all approvals.	One calendar One Christmas Card One annual Report	Cost per publication
2	CATEGORY B PUBLICATIONS In-house magazine, brochures, posters, invitation cards, etc.	Concept, creative design and high quality production.	<ul style="list-style-type: none"> • High calibre designer and other resources • Delivery of artworks to printer in suitable format; • Printing supervision to ensure quality; • Deliver copy of final design to client in suitable electronic format. 	Agency brief; content and photos; all approvals.	Brochure Invitation cards Posters Magazine (24 – 100 pages) (Four issues per year) (Please quote for all sizes)	Cost per publication.
3	CATEGORY C PUBLICATIONS Flyers, posters and similar publications – size A3 single sided	Concept, creative design and high quality production.	<ul style="list-style-type: none"> • High calibre designer and other resources • Delivery of artworks to printer in suitable format; • Printing supervision to ensure quality; 	Agency brief; content and photos; all approvals.	About four per annum	Cost per publication.

	ITEM	DESCRIPTION	AGENCY INPUT	PC INPUT	FREQUENCY/ NUMBER	PRICING PRINCIPLES
			<ul style="list-style-type: none"> Deliver copy of final design to client in suitable electronic format. 			
PHOTOGRAPHY AND VIDEOGRAPHY						
4	Photography	High quality, high resolution computerized photography for calendars, newsletters, annual reports and advertising campaigns.	Hiring of suitable models, cameras, crew, location and delivered to PC in a suitable electronic or other format.	Brief; all approvals	About once a year	Cost of photography per half day. PC to meet pre-approved transport costs outside a radius of 50 km of Nairobi CBD; air fares when necessary; and pre-approved accommodation costs when necessary.
5	High quality filming, e.g. for news/documentaries	High quality, high resolution computerized filming for news/documentaries	Hiring of suitable models, cameras, crew, location and delivered to KenGen in a suitable format.	Agency brief; all approvals	About 3-5 times per annum	Cost of filming per half day. PC to meet pre-approved transport costs outside a radius of 50 km of Nairobi CBD; air fares when necessary; and pre-approved

	ITEM	DESCRIPTION	AGENCY INPUT	PC INPUT	FREQUENCY/ NUMBER	PRICING PRINCIPLES
						accommodation costs when necessary.
MEDIA						
6	Media Monitoring	Electronic daily monitoring of the entire print and electronic media to reveal information on PC and the entities in the Privatization Programme; monthly and quarterly evaluation and analysis of the same; to formulate a Media Perception Index (MPI).	Daily media reports and analysis delivered in a suitable format to PC by 8.30am; analysis of the media reports; MPI evaluation	Agency brief and approval	Daily	Cost per month.

	ITEM	DESCRIPTION	AGENCY INPUT	PC INPUT	FREQUENCY/ NUMBER	PRICING PRINCIPLES
7	Media Coverage	Media cover rate will include covering PC events, editing and distributing the releases to media houses. Quote should include media producer/director, Camera crew per diem, Camera Rentals (Specify camera), Production fees per item, editing and dubbing.	Deliver high quality media products and other inputs. Delivery to various media houses and client in suitable formats. Monitoring and reporting on all placements	Brief and approval	Not fixed, but at least once weekly	Cost per assignment. PC to meet pre-approved transport costs outside a radius of 50 km of Nairobi CBD; air fares when necessary; and pre-approved accommodation costs when necessary.
OTHERS						
8	Research	Country-wide Corporate Reputation Index and Customer	A comprehensive countrywide research culminating in an in-depth report and	Agency brief; relevant backgro	Once a year.	Include all costs, including those related to transport and

	ITEM	DESCRIPTION	AGENCY INPUT	PC INPUT	FREQUENCY/ NUMBER	PRICING PRINCIPLES
		Satisfaction Survey	recommendations.	und informati on and logistical support		accommodation for researchers in Coast, Nairobi, Nyanza, Western and Mt Kenya Regions.
9	Creative Concepts and design of e.g corporate give-aways, etc	Occasional conceptualiza tion and design of corporate giveaways; e.g. t-shirts; key holders, pens, etc.	Concept, design and artworks in appropriate format. Supervision of production for quality.	Brief and approval	Approximately four per annum	Full cost of assignment per hour.
10	Event management and Branding	To include coordination of events like Investor briefings, Launches, Commissionin g, site tours, award ceremonies, parties etc. Provide professional support in	Develop critical path, event and brand concept, coordinate service providers, supervise work, develop and manage guest list, develop and manage programme, develop and implement brand concepts.	Brief and approval	On need basis.	Cost per assignment. PC to meet pre-approved transport costs outside a radius of 50 km of Nairobi CBD; air fares when necessary; and pre-approved accommodation costs when necessary.

	ITEM	DESCRIPTION	AGENCY INPUT	PC INPUT	FREQUENCY/ NUMBER	PRICING PRINCIPLES
		brand positioning and strengthening				
11	Translation of text	Occasional translation of text from English to Kiswahili or vice versa	Translation delivered to client in suitable format.	Content and approval	Once a year	Quote per 1,000 words.

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Provision of PR Consultancy Services	
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Total cost for the consultancy services - KES	

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____				
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Provision of PR Consultancy Services				
Regular staff				
(i)				
(ii)				
Total cost for consultancy services – KES				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
Provision of PR Consultancy Services					
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
Total cost for the consultancy services – KES					

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
Provision of PR Consultancy Services					
1.	Communication costs _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
Total cost for the consultancy services – KES					

SECTION V: TERMS OF REFERENCE

5.0 Background

3.0. INTRODUCTION AND BACKGROUND

3.0.1 The Privatization Commission is a State Corporation established under Section 3 of the Privatization Act, 2005 which became operational on 1st January, 2008. The Commission is mandated to:

- i. Formulate, manage and implement the Privatization Programme;
- ii. Make and implement specific proposals for privatization in accordance with the Privatization Programme;
- iii. Carry out such other functions as are provided for under the Act; and
- iv. Carry out such other functions as the Commission considers advisable to advance the Privatization Programme.

3.0.2 Implementation of the Programme has two stages, preparatory and implementation stages.

3.0.3 During the preparatory stage the Commission undertakes due diligence and options analysis and prepares a detailed Privatization Proposal which is submitted to the Cabinet for approval and is later presented by the Cabinet Secretary responsible for Finance to the Finance, Planning and Trade Committee of Parliament.

During this stage, Public Relations work mainly involves sensitizing the key stakeholders on the privatization process and building stakeholder consensus on the recommended option.

The other PR work involves identifying the Commission's PR needs and assisting the Commission to meet the same. This may include maintaining a good image of both the Commission and the enterprise under privatization.

3.0.4 The implementation stage involves actual implementation of the approved transaction, rationale for the same and consultations on the implementation process. This stage may also require further stakeholder consultations if there has been delay in the approval or if directed to do so by the Cabinet or Parliament.

Depending on the approved strategy, the other activity may include marketing of the transaction to attract required market interest, effective communication to ensure positive image of the institution being privatized, designing and supervising production and distribution of promotional

material, monitoring and reporting on the effectiveness of the advertisement campaign and ensuring pro-active management of all communications in relation to each transaction.

3.0.5 The objectives for the Privatization and status of each of the investments in the approved Programme is as indicated below:

ENTITY/COMPANY	MAIN OBJECTIVE	PROGRESS
Development Bank of Kenya (DBK) Ltd	<ul style="list-style-type: none"> • To release funds invested by ICDC for lending to industry and other enterprises and mobilize necessary resources to support the bank's future growth, support the growth and stability of the financial markets, enhance corporate governance and broaden shareholding. 	<ul style="list-style-type: none"> • Preparatory stage completed. • Detailed Proposal completed and submitted to the Government for approval.
National Bank of Kenya (NBK) Ltd	<ul style="list-style-type: none"> • To mobilize necessary resources to support the bank's future growth, support the growth and stability of the financial sector and the capital markets, enhance corporate governance, broaden shareholding and to recoup part of Government investment to finance other development projects. 	<ul style="list-style-type: none"> • Preparatory stage completed. • Detailed Proposal completed and submitted to the Government for approval.
Public Sector Owned Sugar Companies	<ul style="list-style-type: none"> • To enhance efficiency of the sugar sector and meet GOK/Common Market for East and Southern Africa (COMESA) Sugar safeguard commitment to privatize sugar companies. Key objective is to carry out necessary investments and address all challenges affecting the sector's competitiveness. • To raise funds for the rehabilitation of the sugar factories. • To address the excess debt through necessary restructuring. 	<ul style="list-style-type: none"> • Most of the initial PR work related to implementation has been completed. PR materials prepared for any of the sugar companies will be applied to the other companies in view of the strategy, which is the same for all of them. • Stakeholder consultations ongoing. Next steps include prequalification and bidding process.
Kenya Wine Agencies Ltd. (KWAL)	<ul style="list-style-type: none"> • To ensure its continued viability. 	<ul style="list-style-type: none"> • Sale of 26% shareholding completed. Sale of 4% shareholding to staff also completed. • Sale of balance outstanding to be done once the value of the remaining shares has improved.

ENTITY/COMPANY	MAIN OBJECTIVE	PROGRESS
Tourism Finance Corporation (TFC) Hotels	<ul style="list-style-type: none"> • To mobilize resources to rehabilitate and modernize existing facilities. • To raise proceeds to finance the industry through loans and other investments by TFC. • To address and identify the best option for ownership and management of hotels owned by TFC. • Procurement of consultants to undertake updating of preparatory work ongoing. 	<ul style="list-style-type: none"> • Preparatory stage completed. • Approval granted by Parliament for three hotels: Intercontinental Hotel Nairobi, Hilton Hotel, Nairobi and Mountain Lodge; through pre-emptive rights. • Offers given far below the Commission's reserve price. • Procurement of consultants to update preparatory work ongoing
Consolidated Bank of Kenya Ltd	To mobilize necessary resources to support the bank's future growth, support the growth and stability of the financial sector, enhance corporate governance and broaden shareholding.	<ul style="list-style-type: none"> • Updating of preparatory work ongoing.
Agrochemical and Food Company Ltd	To address financial and management resource needs and the company's excess debt.	Detailed proposal completed and submitted to the Government for approval.
Kenya Electricity Generating Company (KenGen) Ltd	To mobilize resources for additional investments, enhance transparency and corporate governance, broaden shareholding, develop the Capital Markets and raise resources to support the Government budget.	Detailed proposal completed and submitted to the Government for approval.
East African Portland Cement Co. Ltd	To mobilize resources for additional investments, enhance transparency and corporate governance, broaden shareholding in the economy, develop the Capital Markets and raise resources to support the Government budget.	<ul style="list-style-type: none"> • Preparatory stage completed. • Detailed proposal completed and submitted to the Government for approval.
Kenya Meat Commission	To address KMC's future viability and the required financial and management resources through restructuring and privatization.	<ul style="list-style-type: none"> • Preparatory stage completed. • Detailed proposal completed and submitted to the Government for approval.
New Kenya Co-operative Creameries Ltd.	To address future governance and sustainability of its operations.	<ul style="list-style-type: none"> • Updating of preparatory work ongoing.
Numerical Machining	To address mobilization of resources for investment in the company and the	<ul style="list-style-type: none"> • Preparatory stage completed. • Detailed proposal completed

ENTITY/COMPANY	MAIN OBJECTIVE	PROGRESS
Complex	utilization of the company's idle assets through restructuring and privatization.	and submitted to the Government for approval.
Isolated Power Stations	To facilitate comprehensive review of the most appropriate and effective way of operating the stations in the future.	<ul style="list-style-type: none"> • Preparatory stage completed. • Detailed proposal completed and submitted to the Government for approval.

3.1 PUBLIC RELATIONS CONSULTANCY SERVICES

The Privatization Commission is desirous of recruiting a Public Relations (PR) Agency for a contract period of two years. The objective of the consultancy is to:

- i) Assist the Commission in mobilizing press coverage for events;
- ii) Develop and maintain effective working relations with the media;
- iii) Prepare and distribute news releases and serve as media liaison;
- iv) Prepare Commission's Spokesperson for media interviews;
- v) Assist the Commission in identifying and organizing events that contribute in building consensus and awareness with respect to the Commission's work;
- vi) Manage all events PR aspects including Media Relations, audio visual support, photography, agenda, programmes and collateral material;
- vii) Design promotional publicity materials for transactions;
- viii) Provide PR counsel to senior management as necessary;
- ix) Work with Management in developing and implementing the Communication Plans for any crisis that may occur; and
- x) Use digital platforms to promote the Commission;

3.2 SCOPE OF WORK/TERMS OF REFERENCE

The PR Agency will be required to provide the following services:

a. MEDIA RELATIONS

- i. Develop and maintain effective working relations with local and international media;
- ii. Prepare and distribute news releases;
- iii. Maintain current media personal contacts and serve as media liaison as necessary;
- iv. The Agency will submit a comprehensive Media Plan to suit their proposed strategy that should essentially include TV, Radio, Print, Events, Social Media and other ancillary media.

b. EVENTS MANAGEMENT

- i. Assist the Commission in identifying and organizing events that will contribute in building consensus and awareness with respect to the Commission's work;
- ii. Organize educational, awareness oriented seminars and conferences, symposiums, workshops, road shows, exhibitions and other campaigns;

- iii. Create special events such as Press Conferences;
- iv. Manage all events PR aspects including Media Relations, Audio Visual support, photography, agenda, programmes and collateral material;
- v. Prepare spokespersons for media interviews;
- vi. Stakeholder Advocacy and Engagement activities related to identifying and organizing events that will assist in building consensus and awareness with respect to the Commission's work;
- vii. Designing and supervising production and distribution of promotional publicity materials and implementing promotional campaigns to attract investors for each transaction.

c. PUBLIC RELATIONS COUNSEL

- i. Provide PR counsel to senior management as necessary.

d. CRISIS MANAGEMENT

- i. Work with Management in developing and implementing the Communication Plans for any crisis that may occur.

e. DIGITAL MEDIA

- i. Offer comprehensive and effective digital campaign planning and execution and lead generation;
- ii. Listen out for and report on mentions about the Commission to offer online reputation management and conversation rate optimization;
- iii. Use the digital platforms especially social media platforms synergy to promote the brand's image;
- iv. Develop relevant and timely content for PC's social media platforms accompanied by artwork where necessary;
- v. Manage all related social media platforms through regular updates that strategically position PC as a thought leader in privatizations;
- vi. Live-sharing at PC events from related social spaces; and
- vii. Enhance www.pc.go.ke web presence through timely digital marketing skills including but not limited to email marketing, SEO, web copywriting and mobile marketing services.

3.4 DURATION OF ASSIGNMENT

The Contract will be for an **initial twenty four (24) month period, renewable for another twelve (12) months** subject to satisfactory performance and assigned work.

3.5 REPORTS AND SCHEDULES

The PR Agency will be expected to provide monthly reports on the firm's progress on assignments every 30th day of each month or as required from time to time with a proposal for the envisaged assignments and tasks for the following month.

The firm should ensure the key personnel who will be the liaison person is a senior officer who can constructively engage and give professional advice to the Executive Director/CEO and the Privatization Commission Board.

3.6 QUALIFICATIONS OF THE FIRM

- i. The firm must provide a detailed company profile and organogram as evidence of adequate staffing and facilities to provide comprehensive services related to development and execution of campaigns/events;
- ii. Must demonstrate possession of successful experience related to development and execution of communication strategies, campaigns and events in the last 5 years;
- iii. The firm must have the requisite technical and professional expertise in brand, social and PR campaigns and social media management;
- iv. The firm must provide three case studies for projects/campaigns of a similar scope or scale that have been delivered within the last three years;
- v. The firm must provide five client references, preferably from the public sector;
- vi. Evidence of successful Community Relations, Public Participation and stakeholder engagement in Kenya;
- vii. Proven track record in managing Corporate Social Responsibility (CSR) campaigns/projects; and
- viii. A Consortium Agreement in cases where firms have form a partnership for the sake of submitting proposals for this RFP.

3.7 PROPOSAL

The PR Agency will be expected to submit technical and financial proposals which in addition to the requirements set out in **Appendix B** should include:

- i. A brief profile of at least four key personnel showing areas of specialization. The Consultant is expected to provide detailed Curriculum Vitae of the Team Leader and other Key Staff in the format provided. Evidence of having undertaken similar assignments must be provided:

Key Staff	Minimum Qualifications	Specialization and Experience	Required Years of Experience	Assignment of Similar Nature
Team Leader (One)	Degree in Communications, PR, Marketing or its equivalent.	Demonstrate relevant experience as a team leader in similar assignments carried out in Public/Private sector	5	2 (Two) assignments as a team leader

	Attachment Professional Certificate from professional body	organization specifically in PR and Communications		
Media Relations Officer (One)	Degree in Mass Communication / Journalism or its equivalent or Any other degree plus a post graduate diploma in journalism and mass communication Attachment Professional Certificate from professional body	Demonstrate sufficient qualifications and experience in Media relations	3	2 (Two) assignments as a media relations officer
Graphic Designer (One)	Diploma in Graphic Design	Demonstrate sufficient qualification and experience in graphic design; Demonstrate good communications skills (attach recommendations from two employers)	2	2 (Two) similar assignments
Digital Media Planner (One)	Diploma in Communication / Marketing or its equivalent	Demonstrate sufficient qualification and experience in managing digital platforms	2	2 (Two) similar assignments

- ii. List and evidence of similar work experience in the last three (3) years;
- iii. At least five **references on clients' letter head** revealing some of the similar works undertaken by the PR firm;
- iv. A brief sketch on the perception of the Privatization Commission (situational analysis) and how PR services will add value and contribute to the Privatization Process;
- v. A plan on how to build the Privatization Commission's profile and maintain positive publicity; and

3.8 LITIGATION HISTORY

The Applicant should provide accurate information on any litigation or arbitration or complaints pending before a Committee or any other forum resulting from its professional practice over the last ten years using the format shown in **Appendix C**. The Privatization Commission reserves the right to carry out independent investigation to verify the accuracy of the information so provided.

3.9 METHODOLOGY AND WORK PLAN

The Consultant should through use of elaborate work plans demonstrate how they aim to achieve the Commission's TORs. This should highlight the methodologies and approach to proposed tasks as listed below;

- i) Develop and implement a media plan.
- ii) Develop and implement a public relations plan.
- iii) Develop and implement an advertising plan.
- iv) Achievement of tight deadlines and flexibility in meeting the Commission's needs.
- v) Develop and execute communication strategies for general and specific projects as required by the Commission.

4.0 CERTIFICATION AND REFERENCES (MANDATORY REQUIREMENTS)

The Firm **MUST** be duly registered either as a company or a business entity and **MUST** also provide the following preliminary/mandatory requirements among other requirements detailed on the Appendix to Information to Consultants (clause 2.3.3 {viii}):

- i. Duly filled Mandatory Confidential Business Questionnaire Form (Appendix D);
- ii. A copy of Certificate of Registration or Incorporation;
- iii. A valid business permit;
- iv. A copy of Valid Tax Compliance Certificate;
- v. A duly completed Tender Form;
- vi. Tenders must be accompanied by a Tender Security of Kshs. 50,000.00.

The Commission will evaluate the technical proposals based on the criteria indicated in Clause 2.7.1 of this Request for Proposal.

4.1 RESPONSIBILITY

The Consultant will report to the Corporate Affairs Officer. From time to time the agency will be expected to make presentations to the Executive Director and the Privatization Commission Board.

The Privatization Commission reserves the right to accept or reject any bid either in whole or in part and is under no obligation to give reasons thereof.

SECTION VI:
STANDARD FORMS OF CONTRACT

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

ANNEX I

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between **ED/Chief Executive Officer, Privatization Commission of P.O. Box 34542 00100 Nairobi** whose registered office is situated at **11th Floor, Extelcoms House, Haile Selassie Avenue** (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 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three

percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates **the Ag. Chief Manager, Finance and Administration** 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; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

APPENDIX A - LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

APPENDIX B - FORM RB 1

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

1.

2.

etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review

Board on day of20.....

SIGNED

Board Secretary

APPENDIX D – CONFIDENTIAL BUSINESS QUESTIONNAIRE

1. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all Applicants or Firms who choose to participate in this RFP and enclosed in the technical proposal submission envelope)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (*Full Names*)Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
--

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)

.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Company Profile(.....)

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature.....

Dated thisday of20.....

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of.....

In the capacity of

Dated thisday of 20....

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of20....

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

(Title)	(Signature)	(Date)
----------------	--------------------	---------------

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....
4.....
5.....
Contact person (Full Names).....			
E-mail address.....			
Cellphone no			

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Privatization Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of20.....

Suppliers' / Company's Official Rubber Stamp

.....

APPENDIX E – SELF DECLARATION FORMS

SELF-DECLARATION FORM (To be enclosed in the technical envelope).

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*)----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name.....Signature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) -----declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) -----declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

APPENDIX F - TENDER SECURITY FORM

(SPECIMEN BOND)

(To be in the letterhead of the Bank)

Whereas..... *[name of the Potential Consortium/Firm]*
(hereinafter called "the Consultant") has submitted its proposal dated
.....*[date of submission of proposal]* for request for proposals **for the
Provision of PR Consultancy Services** (hereinafter called "the Proposal") KNOW ALL
PEOPLE by these presents that
WE.....of.....
.....having our registered office at
..... (hereinafter called "the Bank"), are bound unto.....

....
[name of Procuring entity] (hereinafter called "The Commission") in the sum of
..... *[Amount and currency]* for which payment well and truly to be
made to the said Procuring entity, the Bank binds itself, its successors, and assigns
by these presents. Sealed with the Common Seal of the said Bank this
.....day of 20.....

THE CONDITIONS of this obligation are:

1. If the Consultant withdraws its proposal during the period of RFP validity specified by the Consultant; or
2. If the Consultant, having been notified of the acceptance of its proposal by the Procuring entity during the period of RFP validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Information to Consultants;

We undertake to pay to the Commission up to the above amount upon receipt of its first written demand, without the Commission having to substantiate its demand, provided that in its demand the Commission will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of RFP validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____ *[signature of the bank]*

Signed: _____

Sealed: _____