



**KGN-PR-05-2017**

**TENDER FOR PROVISION OF PUBLIC RELATIONS (PR)  
AND ADVERTISING AGENCY SERVICES**

**Kenya Electricity Generating Company Limited  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
NAIROBI.**

**Website: [www.kengen.co.ke](http://www.kengen.co.ke)**

**October, 2017**

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## SECTION I

### INVITATION TO TENDER

The Company invites sealed tenders from eligible applicants to provide Public Relations (PR) Services. The PR firm will be responsible for developing and executing an effective marketing communication plan. Interested firms may obtain further information, and purchase the Tender Documents from the office of:-

Supply Chain Director  
Tel: 3666000 & 0711036000  
Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke)  
[pr@kengen.co.ke](mailto:pr@kengen.co.ke)

Where the tender document may be collected upon payment of a non-refundable fee of Kenya Shillings One Thousand (KShs.1,000.00) paid in cash at any KenGen office or through a banker's cheque and the payment evidence MUST be submitted with the tender document. The document can also be viewed and downloaded from the website [www.kengen.co.ke](http://www.kengen.co.ke). Downloaded documents are free of charge.

Tenders must be accompanied by a Tender security of **Kshs 50, 000.00** in the tender documents, and in the format provided. Tenders MUST be submitted in plain sealed envelope clearly marked “**TENDER FOR PROVISION OF PUBLIC RELATIONS (PR) & ADVERTISING AGENCY SERVICES**” and addressed to:-

Company Secretary/Legal Affairs Director,  
Kenya Electricity Generating Company Ltd. (KenGen),  
10<sup>th</sup> Floor, RBS II Plaza Kolobot Road, Parklands,  
P O Box 47936 – 00100, NAIROBI.

Bids must be dropped in the tender box located on the ground floor of Stima Plaza iii on or before **7<sup>th</sup> November 2017 at 10.00 a.m.** Tenders will be opened in the presence of the tenderers' representatives who choose to attend at **10.30am, 7<sup>th</sup> November 2017** .

KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately.

KenGen Call Tip-offs Anonymous system Toll Free: 0800722626  
Free Fax: 00800 007788  
Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)  
Visit our web: [www.tip-offs.com](http://www.tip-offs.com)

**SUPPLY CHAIN DIRECTOR**

## SECTION II

### INSTRUCTIONS TO TENDERERS Table of Clauses

#### 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

#### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 **The** price to be charged for the tender document shall not exceed Kshs.1,000/= . Where the tenderers download documents from KenGen website, there shall be no cost.
- 2.2.3 **The** procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

#### 2.3 The Tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service

- vi) Form of tender
- vii) Price Schedule
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than **seven (7) days** prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within **3 days** of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:-

- a. A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- b. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c. Tender security furnished is in accordance with Clause 2.12
- d. Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## 2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 0.5 – 2 per cent of the tender price. (Indicate Specific Amount)

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:-

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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 tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form;
- or
- (b) In the case of a successful tenderer, if the tenderer fails:

(i) To sign the contract in accordance with paragraph 30

**Or**

(ii) To furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for **Ninety (90) days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The Envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **7<sup>th</sup> November 2017 at 10.00am**"



2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **10.00am, 7<sup>th</sup> November 2017**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.17 Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **10.30am, 7<sup>th</sup> November 2017** and in the location specified in the invitation to tender. The tenderers’ representatives who are

present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 **Evaluation and comparison of tenders**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:-

### (a) ***Operational Plan***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

### (a) ***Deviation in payment schedule***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within fifteen (15) days from the date of opening the tender.

2.22.6 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.

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided

further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 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.

## **2.27 Performance Security**

2.27.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in

accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.5 – Eligibility	Only national service providers registered in Kenya and meet the tender requirements are eligible
Clarification request	Bidders seeking clarification must send the request to <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> and copy to <a href="mailto:pr@kengen.co.ke">pr@kengen.co.ke</a> . This must be received not less than 5 days prior to tender closure. All issued clarification/addenda will be uploaded on the website. Bidders are advised to be checking the website from time to time for any information before their submission of the bid..
2.12 – Tender security	Tender security of <b>Kshs. 50, 000</b> must be furnished in the form of cheques, bank guarantee or through approved insurance companies. The security must be valid for at least 30 days beyond the tender validity.
Tender validity	90 days
2.24 – Evaluation Requirements	<p><b>A) Preliminary/Mandatory Requirements:</b></p> <ol style="list-style-type: none"> <li>a) Certificate of Incorporation/Registration in Kenya</li> <li>b) Valid Tax Compliance certificate</li> <li>c) Valid Tender Security of KES.50, 000..</li> <li>d) Valid business permit.</li> <li>e) Duly completed tender form</li> <li>f) Duly filled and signed Mandatory Confidential Business Questionnaire</li> <li>g) A copy of license under the Advertising Act</li> <li>h) A copy of valid membership certificate of the Association of Public Relations and Communications Management Firms (APReCoM)/Public Relations Society of Kenya/Marketing Society of Kenya or any other relevant body</li> <li>i) Submission of the required number of copies (one original , Two copies )</li> </ol> <p><b>B) Technical Evaluation Criteria</b></p> <p>The tenderer shall be required to furnish evidence demonstrating ability to meet the technical requirements..</p> <p>Criteria, sub-criteria, and point system for the evaluation of tenders is specified in <b>Section VI (6.2)</b> of this tender document and will have due regard to the following general aspects, among others:</p> <p><b>Organizational experience</b></p> <p>The applicant must provide evidence of years of previous engagements in a similar capacity from at least three organizations (letters of Recommendations and LPOs).</p>

**Equipment abilities**

The Applicant **MUST** demonstrate ownership, or have assured access to (through hire, lease, purchase agreement or other means) key facilities/equipment in full working order, artwork studios which will be available for use in any works that may be given to the Applicant. The Applicant may also list alternative equipment or facilities, which he would propose for the services (see attached Form No. 4.5)

**Personnel Experience**

The Applicant must have suitably qualified key personnel in the field of Public Relations. The Key personnel must have worked in the company for a period of at least one (1) year. Please supply information as per the attached Form No. 4.4

**Litigation History**

The Applicant should provide accurate information on any litigation or arbitration or complaints pending before Committee or any other forum resulting from his professional practice over the last ten years. KenGen reserves the right to carry out independent investigation to verify the accuracy of the information so provided.

**Physical address**

Proof of full or partial/ Rental ownership of their office space.

**Technical Evaluation Form**

<b>ITEM</b>	<b>CRITERIA</b>	<b>REMARKS</b>
<b>Organizational Experience</b>	<ol style="list-style-type: none"> <li>1. Company Profile plus organogram - PR &amp; Advertising</li> <li>2. Provide 3 case studies for projects/ campaigns of a similar scope and scale that have been delivered by your company within the last three years. Duration (Certificate of Incorporation) (5 Years)</li> <li>3. Provide five client reference</li> <li>4. Show track record in brand, social and PR campaigns and social media management, for international and/or regional brands</li> <li>5. Demonstrate ability to develop, strategize and plan for the marketing communications programs.</li> <li>6. Evidence of proven track record in creative concepts, art direction, copy writing and scripting for all forms of media, including but not limited to TVCs, print, radio and digital advertising.</li> <li>7. Evidence of successful Community Relations and stakeholder engagement in Kenya</li> <li>8. Proven track record in managing Corporate Social Investment (CSI) campaigns/ projects.</li> </ol>	<b>ON RESPONSIVENESS (pass or fail)</b>
<b>Equipment</b>	Availability of Studio equipment	



	<b>abilities</b>	<ol style="list-style-type: none"> <li>1. Still Photography</li> <li>2. Video production &amp; editing</li> <li>3. Graphic design</li> <li>4. Printing Services</li> </ol>	
	<b>Key Personnel experience (Attach detailed CVs)</b>	<ol style="list-style-type: none"> <li>1. CEO (Must be a current member of the PRSK, MSK or any relevant PR and Marketing professional body.</li> <li>2. Dedicated Account manager</li> <li>3. Digital Communications team</li> <li>4. Marketing Communications Strategist</li> <li>5. Advertising Officer</li> <li>6. Video producer &amp; Photography</li> <li>7. Event &amp; Brand Manager</li> <li>8. Resident Accountant</li> </ol>	
	<b>Litigation History</b>	If none (Show evidence)	
	<b>Physical address</b>	<ol style="list-style-type: none"> <li>1. Site visit to verify</li> </ol>	
	<b>Corporate Professional Membership</b>	Valid (paid-up membership) Certificate for the Agency	
	Bidders must pass in all the above parameters to be technically responsive.		
	<p><b>Financial Evaluation</b></p> <ol style="list-style-type: none"> <li>j) Only those bids which meet ALL the above requirements will be considered for financial evaluation</li> <li>k) All items MUST be quoted for.</li> <li>l) The lowest evaluated bidder on all items rates/cost will be recommended for award.</li> </ol> <p><b>PLEASE NOTE</b>  <i>Information on pricing must be provided separately. KenGen will pay for Public Relations/Advertising Services based on the published rate card of the particular Media House.</i></p>		
2.25.3	A performance security of 10% of the contract price will be required upon notification of award.		
2.27.7	KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract		
2.31.1.1	<p>KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately to any of the provided anonymous hotline service.</p> <ol style="list-style-type: none"> <li>1) Call Toll Free: 0800722626</li> <li>2) Free-Fax: 00800 007788</li> <li>3) Email: <a href="mailto:kengen@tip-offs.com">kengen@tip-offs.com</a></li> <li>4) Website: <a href="http://www.tip-offs.com">www.tip-offs.com</a></li> </ol>		

**SECTION III**  
**GENERAL CONDITIONS OF CONTRACT**

**3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

**3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

**3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

**3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

**3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection

therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### 3.7 **Performance Security**

3.7.1 Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### 3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the

contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.21 Taxes**

3.21.1 "**Taxes**" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

#### **3.21.2 Local Taxation**

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.21.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.21.4 In instances where discussions are held between the Employer and the Contractor

regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

### **Tax Deduction**

3.21.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

### **Tax Indemnity**

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract (SCC) shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>GENERAL CONDITIONS OF CONTRACT REFERENCE</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	Performance Security shall be 10% of the tender price in the form of a bank guarantee from a reputable financial institution, lasting for the 12 months contract period.
3.10.1	Apart from the retainer, each service will be provided on as-and-when-require basis.
3.12	Credit period of 30 days shall be given to the company
3.13. 2	Contract period shall be 12 months upon signing of the contract and shall be renewed for a further 12 months – subject to satisfactory performance review of the service provider by KenGen after the initial 12 months.



## SECTION V

### DESCRIPTION OF SERVICES

**This part includes all deliverables under the service contract.**

1. Kenya Electricity Generating Company Limited (KenGen) is a State Corporation established under the Company's Act.
2. The main objective for which KenGen was formed was to oversee the running of all publicly owned power generation assets and take charge of their rehabilitation, maintenance and development of new ones relating thereto.
3. KenGen is mandated to:-
  - (a) Manage all publicly owned power generating assets;
  - (b) Co-ordinate the funding and development of new public owned power generating projects
4. KenGen's source of funds is power sales to the Kenya Power and Lighting Company Limited under a power purchase agreement.
5. KenGen proposes to have a Public Relations Agency for a period of two years, but issue contract of one year renewable if the agency performs to the satisfaction of the company.
6. Applicants will be advised, in due course, of the results of their applications.

#### **Scope of Work**

To provide Public Relations & Advertising Services as may be requested by KenGen through a Letter of Instructions.

The Agency is expected to provide the following services:-

#### **a) Media Relations**

- Develop and maintain effective working relations with local and international media.
- Prepare and distribute news releases,
- Provide daily media coverage and analysis of the company by 6.30 a.m. daily.
- Maintain and update current media personal contacts, and serve in media liaison as necessary.
- The Agency will submit a comprehensive Media Plan to suit their proposed strategy that should essentially include Television, Radio, Print, Events, Social Media and other ancillary media.

#### **b) Events Management**

- Create special events such as press conferences
- Handle company occasions and events such as product launches and flagship events

- Manage all event aspects including media relations, audio visual support, staging, program agenda, and collateral material.
- Prepare senior management for media interviews.
- Organise Road Shows, Exhibitions, Conferences and other campaigns.

c) **Public Relations Counsel**

- Provide public relations counsel to Corporate Affairs Department and senior management as necessary.

d) **Crisis Management**

- Work with Corporate Affairs Department in developing and implementing the communication plans for any crisis that may occur.

e) **Giveaways**

- Source for creative designs and recommend appropriate corporate giveaways for procurement by the company.

f) **Research and marketing campaigns**

- Including but not limited to social research, environmental scan and stakeholder analysis
- Conduct Brand Image and Market surveys
- Documentaries, short video clips and infomercials for news.
- Print and Electronic Commercials and adverts
- Assist in the preparation of media kits, newsletters, Brochures, posters, fliers and other printed material that will be made available to key stakeholders.
- Production of banners and billboards

g) **Fundraising initiatives,**

- Spearhead initiatives such as Rights Issue, Bond, derivatives and any other form of fundraising initiatives so decided by the company.

h) **Social Media**

- Search the social media for any information about the company and report to the company
- Use the digital platforms to promote the company's Image and brand by uploading activities of the company as they unfold.

i) **Others**

- Text translation
- Music composition, etc.
- Stakeholder Engagement and Advocacy

j) **Third Party Costs**

- All third party costs agreed upon and incurred in the course of executing duties assigned to the Agency will require prior approval of the company.
- The PR Agency should supply an **in-depth analysis of at least three (3) quotations** for each third party item procured.

**SECTION VI  
SCHEDULE OF REQUIREMENTS**

This part will include any deliverables under the service contract – **SEE UNDER PRICE SCHEDULE BELOW.**

**SECTION VII  
PRICE SCHEDULE OF SERVICES**

The PR Agency will be asked from time to time to give **media strategies**. Some of these costs **may not be quantifiable** noting each campaign may be different. The following are however costs that applicants should quantify:-

**BID SCHEDULE**

**Media Coverage**

Media cover rate for electronic media will include covering company events, editing and distributing the releases to media houses.

Applicant to quote for standard rate for the following, based on a **single day** event.

<b>ITEM</b>	<b>KSH</b>	<b>TAX %</b>
Producer/director		
Camera crew per diem		
Raw materials		
Camera Rentals (Specify camera)		
Production fees per item		
Editing		
Dubbing		
Transport for crew		
Any other costs e.g Allowances (specify)		

**Events & Conferences**

<b>ITEM</b>	<b>KSH</b>	<b>TAX %</b>
<i>Public Address System Rental per day</i>		
Include two lapel microphones		
Include two stand microphones		
Crew costs per person per day		
<b>Projector Services</b>		
Overhead projector per day		
<i>Computer projector per each per day</i>		
Mobile projection screen per each per day		
TV projection monitor per each per day		
Provision of Teleprompter per day		
Provision of Led screens per day		
<b>Branding</b>		
Branding of hotel venue per day		
Any other relevant costs per unit per day:		

**Photography & Videography**

**i) Photography & Videography Fees**

<b>ITEM</b>	<b>KSH</b>	<b>TAX %</b>
Professional photography fee per day		
Professional videography fee per day		

**ii) Studio Photography Fee**

<b>ITEM</b>	<b>KSH</b>	<b>TAX %</b>
Professional fee per day		

**Design & Printing**

**(i) Brochures**

<b>SPECIFICATIONS</b>	<b>QTY</b>	<b>KSH</b>	<b>TAX %</b>
Paper Size: Paper <b>Grammage</b> Print Color Full color Two colors Black and White			

**Magazine**

<b>SPECIFICATIONS</b>	<b>QTY</b>	<b>KSH</b>	<b>TAX %</b>
Size: A4 Paper Grammage: Colour: Full colour & Two Colors Finish: Saddle stitched and trimmed to size Volume: 24 pages 28 pages 32 pages 36 pages 40 pages 44 pages 48 pages 52 pages 56 pages 60 pages 64 pages 68 pages 72 pages 76 pages 80 pages			

**Fliers, Posters, Leaflets**

<b>SPECIFICATIONS</b>	<b>QTY</b>	<b>KSH</b>	<b>TAX %</b>
Paper Size: Paper <b>Grammage</b> Print Color  Full color  Two colors  Black and White			

**Production of Television and Radio Commercials and Infomercials**

Specify concept and design costs where applicable

<b>Commercials</b>					
TV	KSh	Tax %	Radio	KSh	Tax
15 secs			15 secs		
30 secs			30 secs		
45 secs			45 secs		
60 secs			60 secs		
Other (if applicable)					
<b>Infomercials/Documentary</b>					
TV	KSh	Tax %	Radio	KSh	Tax
2.5 mins			2.5 mins		
5 mins			5mins		
15 mins					
20 mins					
30 mins					
45 mins					
Other (if applicable)					

Costs should be all inclusive of concept, design and production costs to the final product.

**Creative Design for Press Adverts**

<b>Creative Design for Adverts</b>	<b>KSh per Advert</b>	<b>Tax %</b>
Concept		
Copy Writing		
Script Writing		
Design		
Illustrations		
Artworks		
Colour Separations		
Graphics		
Artistes		
Models		
Music		
Translation (English to Swahili – quote per page)		

**Production of Documentaries**

<b>Length</b>	<b>KSH</b>
5 Mins	
10 Mins	
20 Mins	
30 Mins	

**Media Buying Discount**

<b>Booking of Advertisements in the Media</b>	
1. Will the applicant charge the client any extra commission apart from those quoted in the Media's Rate Card?	
Yes	No
If yes, specify amounts/percentage .....	
2. Will the applicant pass any commissions to the client from the Rate Cards?	
Yes	No
If yes, specify amounts/percentage .....	

Will your company charge a consultancy (retainer) fee? If so, indicate the monthly rate.

**Consultancy Fees**

ITEM	KSH	TAX %
Monthly		

**APPENDIX A –BIDDING SCHEDULE AND INFORMATION FOR PUBLIC RELATIONS SERVICES- Bidders must quote for all services specified in this section** (Kindly adhere to this schedule of pricing)



	ITEM (A)	DESCRIPTION(B)	AGENCY INPUT(C)	KenGen INPUT(D)	FREQUENCY/ NUMBER (E)	PRICING PRINCIPLES (F)
<b>PUBLICATIONS</b>						
1	<b>CATEGORY A publications</b> Calendars, annual reports & accounts and similar publications	Concept, creative design and high quality production.	High caliber 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.
	<b>CATEGORY B publications</b> In-house magazine, brochures, posters, invitation cards, etc.	Concept, creative design and high quality production.	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 – 80 pages) (Four issues per year) ( Please quote for all sizes)	Cost per publication.
2	<b>CATEGORY C publications</b> Flyers and similar publications – size A3 single sided	Concept, creative design and high quality production..	Designer. 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.	About four per annum	Cost per publication.
<b>PHOTOGRAPHY</b>						
3	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 KenGen in a suitable electronic or other format.	Brief; all approvals	About once a year	Cost photography per half day. KenGen 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.

4	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. KenGen 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.
		<b>MEDIA</b>				
5	Media Monitoring	Electronic daily monitoring of the entire print and electronic media to reveal information on KenGen; 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 KPLC by 8am. Analysis of the media reports; MPI evaluation	Agency brief; approvals	Daily	Cost per month.
6	Media Coverage	Media cover rate will include covering company 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 format. Monitoring and reporting on all placements	Assignment brief; approvals	Not fixed, but at least once weekly	Cost per assignment. KenGen 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.
<b>RESEARCH</b>						
7	Research	Countrywide corporate reputation index (CRI).	A comprehensive countrywide research covering Nairobi, Mombasa, Kisumu, Eldoret, Nakuru, Nyeri, culminating in an in-depth report and recommendations.	Agency brief; relevant background information and logistical support;	Once a year.	Include all costs, including those related to transport and accommodation for researchers in Coast, Nairobi, Western and Mt Kenya Regions.

				approvals		
	<b>OTHERS</b>					
<b>8</b>	Creative concepts and design of e.g. corporate giveaways, banners, etc.	Occasional conceptualization 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 approvals	Approximately four. per annum	Full cost of assignment per hour.
<b>9</b>	Translation of text	Occasional translation of text from English to Kiswahili or vice versa	Translation delivered to client in suitable format.	Content to be translated ; and approvals	Once a year	Quote per 1,000 words.

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_. Page \_\_\_ of \_\_\_\_\_.

Signature of tenderer \_\_\_\_\_

**Note: Unit and total Prices quoted for each item is final and not subject to any correction or amendment.**

**General Experience Record**

Name of Applicant
-------------------

*All applying firms to complete the information in this form. The information supplied should be on the jobs undertaken by the applicant.*

Principal Clients		
Client	No. of Assignments	Nature of Assignments generally
1.		
2.		
3.		
4		

### **3.3 Clients Information**

Name of Applicant
-------------------

*Use a separate sheet for each contract.*

1.	Name of Client
2.	Client address ..... .....
3.	Nature of services – ..... .....
4.	Assignment role (check one) Sole PR Consultancy <input type="checkbox"/> Partnering Agency <input type="checkbox"/>
5.	Value of the contract and professional fees charged <span style="float: right;"><input type="checkbox"/></span>
6.	Date of engagement
7.	Date of completion of the services

### **Key Employees' Summary**

*Applicants should provide the names of at least **two candidates** qualified to meet the specified requirements stated for each position and provide the data on their experience in separate sheets for each candidate.*

Name of Applicant
-------------------

*Summarise professional experience for key employees in reverse chronological order. Indicate particular technical and material experience.*

No. of Years experience	Company Position	Relevant and Management experience

### **3.5 Equipment Capabilities**

Name of Applicant
-------------------

*The Applicant shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements of any engagement that may be requested for.*

Item of equipment	
Creative/originatio n Studio	1. When it was put up
	2. Capacity
Current status	3. Current location
	4. Details of current commitments
Source	5. Indicate source of the studio equipment
	<p style="text-align: center;">Owned                  Rented                  Leased</p> <p style="text-align: center;"><input type="checkbox"/>                      <input type="checkbox"/>                      <input type="checkbox"/></p>

### 3.6 Financial Capability

Name of Applicant or partner of a joint venture
---

*Applicants should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant must fill in this form. If necessary, use separate sheets to provide complete banker information. **Attach copies of Audited accounts for the last 2 years.***

Banker	Name of banker		
	Address of banker		
	Telephone 1.  2.  3.	Contact name and title	
	Email address		

Summarize actual assets and liabilities in Kenya Shillings equivalent for the previous two years. Based upon known commitments, summarize projected assets and liabilities in Kenya Shillings equivalent for the next two years.

Financial information in Kshs. equivalent	Actual: Previous two years		Projected: Next two years	
	1.	2.	3.	4.
1. Total assets				
2. Current assets				
3. Total liabilities				

4. Current liabilities				
------------------------	--	--	--	--

### 3.7 Litigation History

Name of Applicant
-------------------

*Applicants should provide information on any history of litigation or arbitration or pending complaints resulting from the professional practice resulting from services done in the last five years or currently under execution*

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Kshs. equivalent)

### 3.8 REFERENCES

KenGen and its authorized representatives may contact the following persons for further information<sup>2</sup>:

<i>General and managerial inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<i>Personnel inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<i>Technical inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<i>Financial inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2

**SECTION VIII STANDARD FORMS**

**1. FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

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

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ....  
*[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide \_\_\_\_\_ the \_\_\_\_\_ services  
.....  
*(insert service description)* in conformity with the said tender documents for the sum of  
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the service delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ..... percent of the Contract Price for the due performance of the Contract in the form prescribed by .....  
.....*(Procuring entity)*.
4. We agree to abide by this Tender for a period of [.....] **days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_



\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**Note:** In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015**  
**“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity**

**2. CONTRACT FORM**

THIS AGREEMENT made the ..... Day of .....20 ..... between (name of procurement entity) of ..... (country of Procurement entity) (hereinafter called “**the Employer**”) of the one part and ..... (name of tenderer) of ..... (city and country of tenderer) (hereinafter called “**the Supplier**”) of the other part.

WHEREAS the procuring entity invited tenders for certain services, viz ..... (brief description of services) and has accepted a tender by the tenderer for the provision of those services in the sum of ..... (contract price in words and figures) ..... [contract price in words and figures]

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The tender form and price schedule submitted by the tenderer
  - b) The schedule of requirements
  - c) The technical specifications
  - d) The General Conditions of Contract
  - e) The Special Conditions of Contract, and
  - f) The procuring entity’s Notification of award and the bidders acceptance
- 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

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 / j) 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:

Country .....Physical address .....

Town .....Building.....

Floor.....Plot No. ...

Street / Road .....Postal 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  
(*USD/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 (if applicable)***

Full names .....

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

Company Profile ..... (*Attach brochures or annual reports in case of public company*)

**Part 2 (b) – Partnerships (if applicable)**

Give details of partners as follows:

**Full Names Nationality Citizenship Details Shares**

1. ....

2. ....

Company Profile ..... (Attach brochures)

**Part 2 (c) – Registered Company (if applicable - as per the CR12 form)**

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:-

**Full Names Nationality Citizenship Details Shares**

1.....

2.....

**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, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full Names.....

Signature.....

Dated this .....day of .....2015.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names .....

Signature .....

Dated this .....day of .....2015.

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (f) – Criminal Offence**

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

a) .....

b) .....

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 M/s

.....  
In the capacity of

.....  
Dated this .....day of .....2015.  
Suppliers' / Company's Official Rubber Stamp

**Part 2 (g) – Conflict of Interest**

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

- a) .....
- b) .....

For and on behalf of M/s .....  
In the capacity of .....

Dated this .....day of .....2015  
Suppliers' / Company's Official Rubber Stamp

**Part 2 (h) – Interest in the Firm:**

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm?

Yes/No ..... (Delete as necessary) Institution .....

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

**Part 2(i) - Bank account details:**

AGPO firms must provide evidence from their bank that the account to which KenGen shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

**Account No:**.....**Name of the person(s) in the CR12 form OR in the Partnership deed OR in the sole proprietor certificate** .....

**ID No(s):**...../**Signature and stamp of the authorized Banker Representative**.....**Date**.....

**Part 2(j or k) – Declaration**

I/We, the undersigned state and declare that the above information is correct and that I/We give KenGen 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 this .....day of .....2015.

Suppliers' / Company's Official Rubber Stamp

**4. TENDER SECURITY FORM**  
**(To be on the Banks Letterhead)**

**WHEREAS** ..... [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated ..... [date of submission of tender] for ..... [name and/or description of the equipment] (hereinafter called “the Tender”)

**KNOW ALL PEOPLE** by these presents that **WE** ..... of ..... having our registered office at ..... (hereinafter called “the Bank”), are bound unto the **Kenya Electricity Generating Company Limited** (hereinafter called “the Procuring entity”) in the sum of ..... for which payment well and truly to be made to you, 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 tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender 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 Instructions to tenderers;

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank] \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)



**5. PERFORMANCE SECURITY FORM**

**(To be on the Banks Letterhead)**

To: .....  
[name of the Procuring entity]

**WHEREAS**.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to supply.....

[Description services](Hereinafter called “the contract”)

**AND WHEREAS** it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the tenderer a guarantee:

**NOW THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....

*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*