



TENDER DOCUMENT

FOR

PROCUREMENT OF PUBLIC RELATIONS SERVICES

TENDER NO. KRB/1032/2019/2020

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SECTION I - INVITATION FOR TENDERS

1.1 Kenya Roads Board invites tenders for provision of Public Relations Services.

1.2 The tender document includes the following:

- Section I - Invitation to Tender
- Section II - Instructions to Tenderers
Appendix to Instructions to Tenderers
- Section III - General Conditions of Contract
- Section IV - Special Conditions of Contract
- Section V - Schedule of Requirements
- Section VI - Description of Services
- Section VII - Standard Forms

1.3 Please confirm whether you will submit a tender for the assignment.

Yours Sincerely

Rashid Mohamed, MBS
Ag. EXECUTIVE DIRECTOR

SECTION II - INSTRUCTIONS TO TENDERERS

The tenderer is informed that the information under Section II is standard. It is important to refer to Appendix to Section II, which amends and complements the provisions of Section II.

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to 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.
- 2.1.1 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 166 of the Public Procurement & Asset Disposal Act 2015 and section 93 of the Public Procurement and Disposal Regulations, 2016.
- 2.1.2 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.
- 2.1.3 Tenderers involved in the 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. 5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Insurance Company's Authorization Form
- (xii) Declaration Form
- (xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates 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.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender 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 and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or 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 Tenders

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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price 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 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 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 it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's 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 Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 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
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 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
- 2.12.8 The tender security may be forfeited:
 - (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.

- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 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 granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy 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 the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 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 (*day, date and time of closing*)"
- 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 not later than (*day, date and time of closing*).
- 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 2.5.3 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.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 fax or 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date of closing*) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 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.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to 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 of the tender 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 tenderers' 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 sureties 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 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 non-conformity 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 2.20, 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 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 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 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) 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.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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 Post-qualification

2.24.1 The Procuring entity will verify and 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 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 2.11.2 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.

2.25 Award Criteria

2.25.1 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.

2.25.2 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.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 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 non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 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.
- 2.26.3 A tenderer who gives false information in the tender document about is 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.

2.27 Notification of Award

- 2.27.1 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.
- 2.27.2 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 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 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.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 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.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by 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 tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the 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.
- 2.30.2 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
- 2.30.3 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 the procurement of Public Relations services shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
Paragraph 2.1.1	<i>Reserved for bidders in the category of Youth, Women and Persons With Disabilities</i>
Paragraph 2.1.3	<i>Bidders to submit declaration statement on corrupt and fraudulent practices as per attached in SECTION VII - STANDARD FORMS</i>
Paragraph 2.2.2	<i>The cost of the tender is NIL</i>
Paragraph 2.4.1	<i>A Pre Bid Meeting shall be held on Friday 19th June 2020 starting at 10:00 a.m. The meeting will be held virtually on Zoom. Meeting credentials will be sent through the email addresses provided by the bidders. For purposes of this meeting, Bidders to provide their email addresses to rwangui@krb.go.ke Meeting credentials will be sent through the email addresses provided by bidders</i>
Paragraph 2.9.3	<i>The tender prices shall remain fixed during the contract period. A tender submitted with adjustable price will be treated non-responsive and rejected.</i>
Paragraph 2.10.1	<i>Prices shall be quoted in Kenya Shillings.</i>
Paragraph 2.12.2	<i>Bidders will fill the self-declaration form as attached in SECTION VII</i>
Paragraph 2.13.1	<i>Tenders shall remain valid for 120 days from the date of submission of the tenders</i>
Paragraph 2.14.1	<i>The tenderer shall prepare “ONE ORIGINAL TECHNICAL TENDER DOCUMENT”, and One copy of the same.”</i>
Paragraph 2.15.2	<i>The address of submission of tenders is: Executive Director, Kenya Roads Board, P.O Box 73718-00200, Nairobi. 3rd floor Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 020 4980 000, 020 2722865/8 Email: info@krb.go.ke</i>
Paragraph 2.16.1	<i>The opening will be on 30th June, 2020 at 12.00 noon in the Boardroom on 3rd Floor, Kenya Re-Towers</i>

Paragraph 2.16.3	<i>Bulky tenders shall be received by the Secretary to the Executive Director, 3rd Floor, Kenya Re-Towers.</i>
Paragraph 2.18.1	<i>The address of opening of tenders is: Boardroom, Kenya Roads Board, 3rd floor Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 020 4980 000 or 020 2722865/8 Email: info@krb.go.ke</i>
Paragraph 2.20.2	Arithmetical errors will be rectified only for purposes of evaluation of the tenders. The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.
<p><u>Paragraph 2.22</u> <i>The evaluation of tenders will be carried out through the following stages:</i></p> <p><u>Stage 1- Preliminary Responsive checks</u> <i>Firms that do not meet the following mandatory checks shall be rejected at this stage:</i></p> <ul style="list-style-type: none"> (i) Bidders must be registered under the relevant law. Proof of registration and incorporation to be indicated by attaching a copy of the certificate. In case of a joint venture or association each member must submit the information (ii) Copy of Letter of Association signed by an authorized representative of each member of associating firm for Joint Ventures or Associations. The letter should indicate the lead firm and the nature of association. (iii) Bidders must submit a copy of valid tax compliance certificate from Kenya Revenue Authority. In case of a joint venture or association, each member must submit the information. (iv) The tender must remain valid for 120 days from the date of submission of tender. (v) Bidders must attach a Copy of Certificate of Registration for Access to Government Procurement Opportunities from the National Treasury (vi) The tenderers to complete form for Tender Declaration as attached in SECTION VII (vii) The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents in SECTION VII. (viii) The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity. (ix) Bidders must quote as per financial formats provided to ease evaluation (x) Bidders to complete declaration form for bankruptcy or insolvency and debarment as attached in SECTION VII 	

Stage 2 – Technical Evaluation

Only Firms that pass stage 1 will proceed to 2nd stage of technical evaluation which will be done in line with the following broad criteria:

Item	Description	Points %
1	Bidders general and specific experience related to the assignment	25
2	Adequacy of methodology and proposed work plan	30
3	Company profile	10
4	Key Staff qualifications and experience	35
	Total	100%

The minimum technical score required to pass in the technical evaluation is at least 70% out of the 100%. Firms that score at least 70% shall proceed for the next stage of financial evaluation while firms that score below 70% shall be rejected at this stage.

Detailed Technical Evaluation

1.1 Technical evaluation process and rating

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KRB may be able to hire the services of the most highly rated bidder to carry out the assignment

Each evaluator will review each proposal and score/rate independently. Following these individual evaluations, the committee shall reconvene for moderation.

The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However, individual evaluators have the right to stick to their scores without changing them if they strongly feel so, but they must give reasons.

1.2 Unforeseen issues

Each evaluator should record any unique issues captured in the evaluation criteria that may have a bearing in the total evaluation process. If the evaluation committee feels strongly that the unforeseen issue may affect the responsiveness of that particular tender, the committee will deliberate on the matter and agree accordingly.

1.3 Comments on strengths and weaknesses

Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

CRITERION 1: Bidder's general and specific experience related to the Assignment – Maximum 25 Marks.

- (i) Bidders general experience in media relations, events management, communication, design and other related areas- 7.5 mks
- (ii) Bidder to provide a list of 5 references that they have provided similar services in the last five years (2.5 mks). Each reference to earn 0.5 mark.
- (iii) Attach letters of recommendations from the references in (b) above- (15 mks). Five letters in the last five years each letter 3 mks.

CRITERION 2: Adequacy of Methodology and Proposed Work Plan - Maximum 30 Marks

This criterion may be subdivided as below.

Methodology and Work-Plan – 28 mks

- (i) Comments on Terms of Reference, on data and facilities to be provided by the client comments and suggestions –comments that add value (1) mks
- (ii) How to augment KRB's reputation through increasing awareness and increasing stakeholder communication that reflects the Board's commitment towards improving the road network – 5mks
- (iii) How to assist KRB improve engagements with key stakeholders and develop relationships that add value to the Board – 5mks
- (iv) How to implement an aggressive media strategy to elevate the exposure of KRB to its audiences through proactively identifying opportunities in media and generate media coverage and agenda setting for KRB activities – 4mks
- (v) How to enhance communication and interaction between the Board and its varied audiences – 5mks
- (vi) How to conceptualize and design a 20 year anniversary celebration activities – 4mks
- (vii) How to assist KRB to actively publish and publicise its activities and road sector information – 4mks

Reports – 2 mks

The bidder shall submit the following reports:

- (i) Inception Report -0.5 mks
- (ii) Monthly progress reports –1 mks
- (iii) Other reports as required-0.5

CRITERION 3: – Company Profile of the firm – Maximum 10 Marks

(i) Establishment of the firm–5 marks

Age of the firm- 5 yrs and above (2 mk), Below 5 yrs to 3 yrs (1 mk), Less than 3 yrs (0 mks).

Size of the firm- 10 number of personnel (2 mk), Below 10 number of personnel to 5 personnel (1 mk) Below 5 number of personnel (0 mk)

Equipment- design labs, software, computers, printers etc (1 mk),

(ii) Financial Strength of the firm – 3 marks

This information can be extracted from the audited accounts. This will show the financial strength and capacity of the company. Here we shall check the following:

Annual average Turnover - 50 million and above (3 mks), Below 50 to 30 mill (2 mk), below 30 to 20m (1 mks) below 20 m to 10 m(0.5 mk), Below 10 m (0 mks)

(iii) Compliance to statutory requirements of the firm (2 mks) –

Upto-date NSSF (0.5 mk), Upto-date NHIF (0.5 mk), County Government License for 2020 (1 mk)

CRITERION 4: Key Staff Qualifications and Experience – Maximum 35 Marks

The following are key personnel required for the assignment;

1. Account Director- 9 marks

- (i) Academic qualifications – Bachelor’s Degree in Journalism, Mass Communications, Public Relations or relevant field – 2 marks
- (ii) Membership in Professional bodies – (2 mks)
- (iii) Adequacy and experience (4 mks)- General experience of 10yrs – 1 marks, Specific 5 yrs – 3 marks
- (iv) Demonstrable experience as an Account Director for similar assignments within the last 3 years- 1 mk

2. Account Manager- 7 marks

- (i) Academic qualifications – Bachelor’s Degree in Journalism or, Mass Communications or Public Relations or relevant field – 2mks
- (ii) Professional qualifications in either public relations, marketing, brand audit & communications or a related field -1 mks
- (iii) Membership in Professional bodies -1 mks)
- (iv) Adequacy and experience (3 mks)- General experience of 5yrs – 1 mk, Specific experience of 3 yrs – 2 marks

3. Media Relations Expert - 5 marks

- (i) Academic qualifications - Bachelor’s degree in either Journalism, Mass Communications, Public Relations or related field – 1mk
- (ii) Adequacy and experience- (4 mks) - General experience of 3 yrs – 1 mks, Specific experience of 1 year – 3 mks

4. Digital Communication Expert – 3 marks

- (i) Academic qualifications - Diploma in Social Media/Digital Marketing or related – 1mk
- (ii) 3 years’ experience in digital marketing - 2 mks

5. Events and Brand Manager – 4 marks

- (i) Academic qualifications - Degree in Public Relations or Marketing or related area – 2mks
- (ii) 3 years’ specific experience in brand design-2 mks

6. Graphic Designer - 4 marks

- (i) Academic qualifications - Diploma in Graphic Design – 1mk
- (ii) Proficiency in publisher, photoshop, illustrator, CorelDraw, photo editor or relevant application -1 mk
- (iii) 1 year experience in design conceptualization, corporate branding - 2 mks

7. Videographer/Photographer – 3 marks

- (i) Academic qualifications – Diploma in Electronics Media/Photography – 1mk
- (ii) 3 years’ post qualification experience in photography/videography - 2 mks

Financial Evaluation

Firms that score 70% and above in the technical evaluation will have their financial proposals evaluated. In the financial evaluation we shall consider:

1. Checking whether the tender is as per requirements in the tender documents
2. Checking whether all Taxes have been included
3. Check any computational and arithmetical errors and deviations
4. check that the bidder has costed all items as per specifications
5. check currency and exchange rates
6. check unit cost and total cost
7. Check the validity of the tender
8. Check Terms of payment
9. Check any variations in tender prices

Paragraph 2.25.1 - Award Criteria

The tender shall be awarded to the firm that has passed in the technical evaluation and has the lowest evaluated price

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 Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 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.

3.6.3 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) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
 - (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Reference of general conditions of contract	Special condition of contract
3.6.1 Performance security	There shall be NO performance security
3.8 Payment	Payments shall be made within thirty (30) days from the date of receipt of invoice but subject to successful delivery of services.
3.9.1 Price adjustment	There shall be no price adjustment during the contract period
3.9.3 Price variation	There will be no price variation during the period of contract
3.14.2	If both parties have been unable to resolve disputes amicably, the provisions of the Arbitration Act of the laws of Kenya shall apply.
3.16 Applicable law	Laws of Kenyan
3.18 Notices	Executive Director, Kenya Roads Board, P.O Box 73718-00200, Nairobi. Kenya Re Towers, Off Ragati Road, Upper Hill Area, Tel: 020 4980 000; 2722865/6/8 Email: info@krb.go.ke , Website: www.krb.go.ke Managing Director..... P.O Box..... Tel:.....Email..... Website.....

SECTION V – SCHEDULE OF REQUIREMENTS

1. The Bidders Must give a list of 5 (five) reputable clients that they have conducted similar business in the last five (5) years. The information should be submitted as per form attached in **SECTION V11- STANDARD FORMS**.
2. Bidders to submit letters of recommendations from the five (5) reputable clients who they have done similar business in the last five (5) years as in (1) above.
3. Market/financial strength of the firm supported by last two years audited financial statements duly certified and signed by a Certified Public Accountant.
4. The Bidder must indicate a detailed Company's profile including physical location, age, Personnel strength, firm's membership in professional organizations (MSK, APReCom, etc) office accommodation, and any other relevant information.
5. The Bidder will be expected to provide information on the equipment including computers and peripherals, design labs, software, telephone, fax, e mail, website that they possess and which would assist them in carrying out the assignment.
6. Bidders to attach copy of county government license.
7. Bidders to submit proof that they are fully compliant to N.S.S.F and N.H.I.F by submitting copies of most recent payment receipt.
8. Bidders to submit signed CV's of their key staff who should include (i) Account Director (ii) Accounts Manager (iii) Media Relations Expert (iv) Digital Communications Expert (v) Brand & Events Manager (vi) Graphic Designer (vii) Videographer/Photographer (viii) Support Staff. The details of key staff requirement is indicated in the Section VI: Description of Services. Use sample form in **SECTION VII-STANDARD FORMS**

SECTION VI – DESCRIPTION OF SERVICES

BACKGROUND

1.1 Purpose of the Board

The Kenya Roads Board (KRB) is a statutory body established by the Kenya Roads Board Act No. 7 of 1999. The object and purpose for which the Board is established is to oversee the road network in Kenya and coordinate the maintenance, rehabilitation and development funded by the fund and to advise the Cabinet Secretary on Transport & Infrastructure on all matters related thereto.”

1.2 KRB Mandates

The mandates of KRB are detailed in the Kenya Roads Board Act, 1999 as to:

- (a) co-ordinate the optimal utilization of the Fund in implementation of programmes relating to the maintenance, rehabilitation and development of the road network;
- (b) Seek to achieve optimal efficiency and cost effectiveness in road works funded by the Fund;
- (c) manage the Fund;
- (d) based on five year road investment programme approved by the Minister and the Minister for Finance, determine the allocation of financial resources from any other source available to the Board required by road agencies for the maintenance, rehabilitation and development of the road network to ensure that the allocation of funds is pegged to specific categories of roads and that not less than
 - (i) twenty percent(22%) of monies from the Fund is allocated equally to all Constituencies in the country to be administered by the Rural Roads Authority;
 - (ii) twelve percent (10%) of the monies from the Fund is allocated equitably to districts in respect of Rural roads administered by the Rural roads Authority;
 - (iii) forty percent (40%) of the monies from the Fund is allocated in respect of the national roads to be administered by the National Highways Authority;
 - (iv) fifteen percent (15%) of the monies from the Fund is allocated in respect of the Urban Roads Authority;
 - (v) one percent (1%) of the monies from the Fund is allocated in respect of roads in national parks and reserves to be administered by the Kenya Wildlife Service, and

- (vi) a maximum of two percent (2%) of the monies from the Fund is allocated in respect of a recurrent expenditure of the Board under section 31(5).
- (e) ensure that the remainder of the monies from the Fund (10%) described in paragraph (d) shall be allocated annually by the Board with the approval of the Minister to road investment programme derived from the five-year road investment programme approved by the Minister responsible for roads and the Minister for Finance.
- (f) ensure that a maximum of ten percent (10%) of all monies allocated to each road agency is utilized for development purposes by the said agency
- (g) monitor and evaluate, by means of technical, financial and performance audits, the delivery of goods, works and services funded by the Fund;
- (h) in implementing paragraph (g), pay due regard to public procurement and disposal regulations and additional guidelines issued or approved by the Minister;
- (i) recommend to the minister appropriate levels of road user charges, fines, penalties, levies or any sums required to be collected under the Road Maintenance Levy Fund Act, 1993 and paid into the Fund;
- (j) recommend to the Minister such periodic reviews of the Fuel Levy as are necessary for the purposes of the Fund, and
- (k) Identify, quantify and recommend to the Minister such other potential sources of revenue as may be available to the Fund for the development, rehabilitation and maintenance of roads.

1.3 Vision

“An efficient road network for a prosperous Nation”

1.4 Mission

To fund, oversee and coordinate road maintenance, rehabilitation and development through optimal utilization of resources for a sustainable road network

Tagline: *KRB’s tagline is ‘Financing Road Maintenance’*

1.5 Strategic Objectives

In its Strategic Plan 2017-2021, KRB has identified the following three (3) key result areas. Under each KRB, objectives have been identified.

- (i) KRA1-Management of the Road Fund**
 - ✓ To mobilize resources to meet the current and future demand for road maintenance, rehabilitation and development
 - ✓ To ensure prudent and sustainable utilization of the Fund
- (ii) KRB2 – Oversight and coordination of the road network**
 - ✓ To increase the length of road funded under maintenance and development to 50% of the network
 - ✓ To promote cost effectiveness in delivery of road works
- (iii) Oversight and coordination of the road network**
 - ✓ To promote good Corporate Governance
 - ✓ To attract, develop and retain human capital
 - ✓ To Institutionalize use of ICT in KRB operations

1.6 Core Values

KRB is guided by the following core values.

- (a) Professionalism
- (b) Passion for quality
- (c) Customer Service Excellence
- (d) Integrity
- (e) Inclusiveness
- (f) Innovation

1.7 Stakeholders

The following are our stakeholders, their functions and KRB’s expectations from them

KRB recognizes that to effectively execute its mandate, it has to develop partnerships and interact with its stakeholder who have varied interests and expectations. The stakeholders are identified as herebelow:

No.	Stakeholder	Stakeholder Expectation	KRB Expectation	Degree of Influence
(i)	Ministry of Transport, Infrastructure, Housing and Urban Development	Manage the road fund Offer Overall guidance and ensure formulation of appropriate policies in the roads sector	Leadership and support	High

(ii)	Road Agencies (KeNHA, KURA KeRRA, KWS)	Timely disbursement of funds	Timely and efficient implementation of road works	High
(iii)	County Governments		Timely reporting	
			Compliance with KRB Act and other relevant guidelines	
(iv)	The National Treasury and other Oversight institutions (KRA, SCAC)	Compliance with the laws, policies and regulations	Support and collaboration	High
			Advice and guidance on the KRB Fund	
(v)	Members of Parliament (National Assembly and Senate)	Manage the fund in accordance with the law	Establishment of an enabling Legal Framework	High
(vi)	Development Partners	Support and collaboration in road maintenance, rehabilitation and development	Provide funding and technical advice for the roads sector	High
(vii)	Other Government Ministries and SAGAs	Establishment of an efficient transport system	Adherence to the law	Medium
(viii)	Suppliers, Bidders and Contractors	Timely payment for services/goods provided	Timely provision of quality works, goods and services/products.	High
(ix)	Financial institutions, Banks	Banking services	Provision of quality and innovative banking services/products	Medium

(x)	Universities and research institutions	Collaboration and support	Timely technical advice based on research findings	Medium
(xi)	Security Organs/ Administration	Timely and accurate information	Provide security for KRB funded installations	High
(xii)	Motorists, transporters and fuel users	Efficient road network	Adherence to law	High
			Provide feedback on services	
			Active participation in road sector programmes	
(xiii)	Pedestrians	Efficient road network	Adherence to law	High
			Provide feedback on services	
(xiv)	Media	Timely and accurate information/ engagement	Fair coverage	High
INTERNAL STAKEHOLDERS				
(i)	Board of Directors	Management of the fund in line with established policy and legal framework	Support in timely policy formulation and approval;	High
			Transformative governance and leadership;	
			Enhanced local and international lobbying and networking	
(ii)	Staff	Favorable terms of service	Effective and efficient service delivery	High

2.0 CONSULTANCY

2.1 Background

Kenya Roads Board manages the KRB Fund comprising mainly of fuel levy and transit tolls. The Fund has grown from approximately Kshs. 8 billion in 2001 to Kshs. 63 billion in FY 2019/2020. The Fund is applied towards maintenance of the entire country's network estimated at 161,451 kilometres. Annually over 50,000 kilometres of roads are maintained through the following implementing agencies, KeNHA, KeRRA, KURA, KWS and County Governments. The other key role is road planning, funding and carrying out technical compliance and financial audits as well as advising the cabinet secretary on other matters related to execution of its mandate.

Since the year 2010, Kenya Roads Board has been conducting various customer satisfaction surveys aimed at assessing the satisfaction level of their stakeholders as well as auditing the effectiveness of their communication strategy.

The survey indicated that the Board and its functions were vastly identifiable to the primary stakeholders who include the state Road Agencies and the County Government, but the awareness level among the secondary stakeholders especially the general public was found to be quite minimal. This was mainly attributed to the fact that the Board does not implement road works; the Board does not have a presence in the Counties and does not have a direct interact with the end user of its services (roads).

In 2018, the Board carried out a brand audit to assess the perception of KRB as a brand, evaluate the effectiveness of communication strategies and programmes of action that had been undertaken by the Board. During the same year, a customer satisfaction survey was undertaken to evaluate the level of awareness of KRB, its mandates, and the satisfaction level of various stakeholders on the Board's activities.

While the primary stakeholders were well aware of KRB's mandates at over 92% awareness, there were notable inconsistencies in understanding of the specific mandates of the Board. The awareness among secondary stakeholders including the motorists and the general public was below 30%. Satisfaction was measure among only respondents who indicated some level of awareness and was rated at 69% marking an improvement on 3 percentage points from the score achieved in 2016.

On service delivery, KRB had an average rating with stakeholders recommending that KRB be more sensitive towards their needs by improving standards of service delivery. On the effectiveness of the Board's communication campaigns, it was noted that most stakeholders associated KRB with road safety messages. This was due to the CSR campaign for boda boda operators undertaken regularly.

The findings also indicated that there was limited interaction between the Board and the media. On engagements with external stakeholders indicated that KRB had a high interaction rate with primary stakeholders; 92% of the respondents stated that they had interacted with the Board and 64% stated having interacted with KRB every 2-6 months. This finding was in sharp contrast with the findings of secondary stakeholders who did not have many opportunities of engaging with the Board.

KRB stakeholders had a net promoter score of 31% signifying a need to improve brand loyalty through service delivery and improved communication. On media relations and presence, findings showed there was low visibility and brand engagement of KRB with the media with 48% stating they have never interacted with the brand. KRB's brand strength was found to be weaker compared to other institutions in the infrastructure sector.

KRB's future growth focus is to meet the current and future demands for the road network in Kenya in order to increase service levels by financing backlog maintenance and bringing the entire network into a maintainable condition. This calls for prudent utilization of available resources and proactive sourcing of other funding to meet the funding gap. Since its operationalization in 2000, the Board will celebrate its 20th Anniversary during the 2020/2021 financial year. The Board intends to utilize this occasion to celebrate to evaluate its successes and challenges during the period and provide a new focus in sustainable road financing.

2.2 Consultancy Objectives

Consequently, Kenya Roads Board seeks to engage the services of a Public Relations Agency to assist the Board in building a strong, unique and sustainable KRB brand: The consultancy will support KRB in achieving the following objectives:

- (i) Augment KRB's reputation through increasing awareness and increasing stakeholder communication that reflects the Board's commitment towards improving the road network;
- (ii) Improve engagements with key stakeholders and develop relationships that add value to the Board
- (iii) Implement an aggressive media strategy to elevate the exposure of KRB to its audiences through proactively identifying opportunities in media and generate media coverage and agenda setting for KRB activities
- (iv) Enhance communication and interaction between the Board and its varied audiences
- (v) Actively publish and publicise KRB activities and road sector information

2.3 Scope of Services

The following is a description of services to be provided by the Agency.

	Description	Deliverables
2.3.1	Public Relations Counsel	
Advisory	Advise the Board on achievement of the communication objectives Advise on training needed for staff and Board to improve communication	✓ Monthly Progress report ✓ Training report
Informing the Publics	<ul style="list-style-type: none"> ✓ Proactively identify key information that should be communicated to the public; ✓ Advise the Board on information that should be disclosed to the publics; 	Monthly reports
Media Relations	<ul style="list-style-type: none"> ✓ Prepare media communications plan ✓ Undertake daily media analysis and report by 9am ✓ Prepare and maintain a media database ✓ Draft, edit and distribute press releases ✓ 	<ul style="list-style-type: none"> ✓ Communication plan ✓ Reports
Social Media Management	<ul style="list-style-type: none"> ✓ Manage the Board's social media platforms including Facebook, Twitter, Youtube etc ✓ Design key messages and update social media pages daily ✓ Undertake monthly social media analysis and report 	Reports
Stakeholder Communication	<ul style="list-style-type: none"> ✓ Develop a Strategy to align key stakeholders with the KRB brand with special focus on government agencies, development partners, road users and internal customers 	<ul style="list-style-type: none"> ✓ Stakeholder strategy 3months from the commencement date
Website design and review	<ul style="list-style-type: none"> ✓ Review the current status of KRB website and make recommendations; ✓ Redesign the website as a one off within one month from the commencement date ✓ Carry out quarterly content update and prepare reports 	<ul style="list-style-type: none"> ✓ Redesigned website ✓ Reports

	Description	Deliverables
2.3.2	Customer satisfaction survey/ Research studies	
	<ul style="list-style-type: none"> ✓ Advise on need for surveys ✓ Design tools for survey ✓ Administer the survey ✓ Analyse data and report 	<ul style="list-style-type: none"> ✓ Survey reports within 6months from the commencement date
2.3.3	Corporate Social Responsibility	
	<ul style="list-style-type: none"> ✓ Develop a long term corporate social responsibility policy & Strategy ✓ Prepare an annual plan of implementation with budgets 	<ul style="list-style-type: none"> ✓ Policy ✓ Strategy ✓ Implementation Plan within one year
2.3.4	20year anniversary celebration	
	<p>Objectives:</p> <ul style="list-style-type: none"> (i) Create awareness on the mandate of KRB and distinguish her relationship with other institutions in the road sector; (ii) Demonstrate to Kenyans achievements from fuel levy funding and its impact to the Economy and livelihoods of ordinary Kenyans (iii) Paint an inspiring picture of how the road maintenance management will look in the next 20 years (iv) Instill public confidence of KRB as a reputable institution capable of achieving its mandates <p>Key Activities</p> <ul style="list-style-type: none"> ✓ Develop a concept for the 20year Anniversary Celebration ✓ Develop an implementation plan for the activities identified ✓ Facilitate the implementation of the plan ✓ Design a tool to evaluate the success of the project 	<ul style="list-style-type: none"> ✓ Concept paper ✓ Implementation plan ✓ Evaluation report
2.3.5	Road Travel shows	
	<p>Objectives</p> <ul style="list-style-type: none"> (i) Conceptualize and produce a Television Series that informs, educates and communicates to Kenyans on the current condition of the road network and the 	20 No. documentaries

	Description	Deliverables
	<p>Board's plans for sustainable maintenance;</p> <p>(ii) Raise the visibility of KRB in its efforts to ensure an efficient road network;</p> <p>(iii) Promote better use of the road network by discouraging vices such as vandalism of road furniture, encroachment of road reserves and overloading;</p> <p>(iv) Encourage Kenyans to travel and enjoy the improved connectivity;</p> <p>Key Activities</p> <ul style="list-style-type: none"> ✓ Develop a Concept for a Road Travel Show based on the broad objectives provided and an implementation plan; ✓ Produce a three (3) minute documentary per location in 20 locations to be aired once a week; KRB shall cover for transport and accommodation of crew if location is out of Nairobi Metropolitan <p>Design a tool to evaluate the impact of the Show based on communication objectives</p>	
2.3.6	<ul style="list-style-type: none"> ✓ Events Management 	
	<ul style="list-style-type: none"> ✓ Develop a KRB Events Checklist to guide in planning ✓ Plan events including local and international conferences, exhibitions and road inspection tours 	<ul style="list-style-type: none"> ✓ Events Checklist ✓ Events report
2.3.7	<ul style="list-style-type: none"> ✓ Script writing, Design, Print and Supply 	
✓	<ul style="list-style-type: none"> ✓ Facilitate writing scripts for magazines, annual reports and other messages ✓ Develop creative concepts for KRB publications and promotional materials ✓ Facilitate high quality printing of publications and displays 	<ul style="list-style-type: none"> ✓ Magazine ✓ Annual report ✓ Scripts ✓ Publications ✓ Displays
2.3.8	<ul style="list-style-type: none"> ✓ Video and Photography 	
✓	<ul style="list-style-type: none"> ✓ Undertake professional video and photography during KRB events ✓ Professionally edit photographs and 	<ul style="list-style-type: none"> ✓ Photos in hard and soft copies ✓ Videos in

	Description	Deliverables
	<ul style="list-style-type: none"> videos to suit KRB's needs ✓ Purchase of high quality photos from third parties 	<ul style="list-style-type: none"> electronic form
2.3.9	Promotional Materials	
✓	<ul style="list-style-type: none"> ✓ Develop creative ideas for the Board's promotional materials ✓ Facilitate sourcing and supply of high quality materials after approval of designs 	<ul style="list-style-type: none"> ✓ Promotional materials
2.3.10	Documentaries, Infomercials and Short videos	✓
✓	<ul style="list-style-type: none"> ✓ Develop creative concepts for documentaries, infomercials & videos ✓ Support with scripting and direction ✓ Facilitate production 	<ul style="list-style-type: none"> ✓ Concepts ✓ Videos ✓ Infomercials ✓ Documentaries

3.0 FINANCIAL PROPOSAL

The summary of price schedule is in SECTION VII

3.1 Consultancy Fee

Bidders to quote for Public Relations Counsel as provided in Table

3.1.1

Table 3.1.1 Public Relations Counsel

No.	Description	Unit Cost (Monthly)	Total Cost (12 Months)	Taxes	Total Cost
(i)	Public Relations Counsel for 12 Months Retainer (Refer to Clause 2.3.1) Public Relations Counsel, Informing the Publics, Media Relations, Social Media Management, Stakeholder communication, Website design and review				
Sub-Total (1)					

3.2 One-Off Costs

Bidders to quote for One-Off services as provided in Table 3.2.1 (One-Off Services)

Table 3.2.1 One-Off Cost of Various Services

No	Description	Cost	Taxes	Total Cost (One-Off Cost)
1	Carry out Customer Satisfaction Survey (Clause 2.3.2)			
2	Development of Corporate Social Responsibility Policy & Strategy (2.3.3)			
Sub-Total (2)				

3.2 UNIT RATES

Bidders MUST quote for the following Unit Rates, which will be applied on a need basis and with prior approval of KRB

Table 3.3.1 Video & Photography Services

Description	Period	Unit (Inclusive of Taxes)	Rate of
Professional Photography	Per Hour		
Professional Photography	Full Day		
Professional Videography	Per Hour		
Professional Videography	Full Day		
Drone Photography	Per day		
Purchase of photos	Per image		
Accommodation Allowance per Photographer/Videographer (out of Nairobi Metropolitan Area)	Per Night		
Sub-Total 3			

Table 3.3.2 Design & Supply of Displays

Description	Specifications	Annual Quantity	Unit Rate Inclusive of Taxes (The unit rate is for 1 item e.g. 1 Roll Up banner)
Roll Up Banner	Height 215cm*85cm Steel broad base High quality printing on banna flat material Carry bag	10	
Teardrop Banner	Height 4.2 Metres Spike Base High quality printing on mirrored german material Carry bag	10	
Horizontal banner	Size 6m *2m Printed with approved design on one side Welded with 4 eyelets PVC banner material	5	

Media banner	2.25MX2.75M with support Artwork to be printed in full colour	3	
Buntings	A4 Size, PVC Material, printed in full colour on double side, continuous roll	1000 Metres	
Butterfly pop up banner	Size 260cmx123 High quality printing on mirrored German Material Carry Bag	10	
Sub-Total 4			
<i>Rates inclusive of design, printing and delivery.</i>			

Table 3.3.3 Graphic Design

Description	Size	Rate Inclusive of Taxes
Newspaper advert	1/8 page	
Newspaper advert	1/4 page	
Newspaper advert	1/2 page	
Newspaper advert	Full page	
Design of newsletter/annual report, magazine	Per page	
Sub-Total 5		

Table 3.3.4 Editing and Printing of Publications

No	Description	Specifications	Rate per page Inclusive of Taxes
(i)	Annual Report/Magazine	Size: B5 Colour: full colour, Paper: Matt Grammage: Cover 250gsm Inside: 130gsm Finishing: perfect binding	
(ii)	Reports	Size: A4 Colour: full colour, Paper: Matt Grammage: Cover 180gsm Inside: 90gsm Finishing: perfect binding	

(iii)	Brochures	Size: B6 Colour: full colour, Paper: Matt Grammage: Cover 250gsm Inside: 130gsm Finishing: perfect binding	
(iv)	Photobook	Approximately 50 pages photographers depending on directors activities) 8"x8" CTB Hard Cover Printed in full colour & gray scale where appropriate and on high quality hard photo paper	
Sub-Total 6			

Table 3.3.5 Wall Calendars/Diaries/Photobook

No.	Description	Specifications	Annual Quantity	Unit Rate inclusive of Taxes (E.g. Unit rate of one full calendar/diary)
(i)	Wall Calendar	Use of High resolution photos and Colour separations Size A2 Potrait No. of Pages: 2 months to view + flysheet (7 leaves) Full Colour Paper Grammage – 200gsm Premium Matt	3,000	
(ii)	Desk Calendar	A5 to Custom Size No. of Pages: 2 months to view + flysheet (7 Leaves) Full Colour Paper Grammage – 250gsm Premium Matt Dates on Calendar to be embossed on print	1,000	
(iii)	Executive Diary	• C5 size Monthly Tabs, Silk Marker	1,000	

		<ul style="list-style-type: none"> • PU Leather • Perfect binding • 90gsm paper inside Flap Closure		
(iv)	Note book	C5 size (148x210mm) 192 pages; 90gms paper Canvas, PU Leather/Linen Embossed with KRB logo with message Perfect bound	1,000	
Sub-Total 7				
<i>Rate inclusive of design, printing and delivery</i>				

Table 3.3.6 Production of TV/Radio Infomercials, Documentary

Description	Duration	Unit Rate in inclusive of Taxes
Radio Infomercial		
Radio Infomercial	15 seconds	
Radio Infomercial	30 seconds	
Radio Infomercial	45 seconds	
Radio Infomercial	60 seconds	
TV Infomercial		
TV Infomercial	15 seconds	
TV Infomercial	30 seconds	
TV Infomercial	45 seconds	
TV Infomercial	60 seconds	
Documentary		
Documentary	10 minutes	
Documentary	30 minutes	
Road Travel Show	3 minutes	
Social Media Videos		
Short videos for social media	30s	
Social Media Influencer		
Social Media Influencer	Per month	
Voice Over		
Voice Over	1 Minute	
	5-10 Minutes	

	10-20 Minutes	
Sub-Total 8		

Table 3.3.7 Design & Supply of Promotional Materials

No.	Description	Specifications	Unit of Measure	Annual Quantities	Rate Per Piece (Kshs.) inclusive of Taxes
(i)	V-neck/round Neck Tshirt	180 to 220 gsm weight, cotton printed with KRB logo & tagline in sizes medium, large, xlarge, 2xlarge	Pc	2,000	
(ii)	Polo Shirt	220-240gsm weight, cotton, embroidered with KRB logo & tagline in sizes small, medium, large, xlarge, 2xlarge	Pc	500	
(iii)	Corporate Shirt (Ladies/Men)	Premium Cotton Distinct ladies/men design	Pc	200	
(iv)	African Shirt (Ladies/Men)	100% locally made Fused with African fabric	Pc	200	
(v)	Hoodies	-Kangaroo pocket -Drawcord-adjustable hood; back neck tape -Ribbed cuffs and hem -70% cotton/30% polyester Should be branded in with KRB logo (full color) -Colours; close corporate colours	Pc	200	
(vi)	Golf Umbrella	8 bone, straight road folding, sponge handle, automatic opening button, approximately 39 inches, high density cloth	Pc	2,000	
(vii)	Small ladies	8 bone, straight road folding, sponge handle,	Pc	100	

	umbrella	automatic opening button, approximately 12.5 inches, high density cloth			
(vii)	Key Ring	Rubber key ring engraved with KRB logo & tagline	Pc	1,000	
(ix)	Bucket hat	Cotton/Polyester fabric reversible hat Tie string Embroidered with KRB logo	Pc	500	
(x)	Cap	Sandwich Caps Adjustable Fitting Embroidered with KRB Logo	Pc	2,000	
(xi)	Sunvisor	Cotton, Brim shape curved, approximately 58cms size Adjustable	Pc	2,000	
(xii)	Wrist bands	Stretch and tear resistant -Full screen printing of KRB logo -Size: 0.5 inch and 1 inch tall and 2mm thick	Pc	1,000	
(xiii)	Branded lanyards	-Lanyard type: Polyester lanyard -Size: width ranges from 1cm – 2cm as regular, length within 100cm. -Colour: custom dye -Logo process: Silkscreen printing -Lanyard accessories: Metal hook, Safety buckle, Badge reel, Name tag card holder	Pc	3,000	
(xiv)	Branded Badges	Material: Vinyl -Size: 16cm x 12cm -Imprint Area: 16cm x 12cm -Colour: Full colour -Art Decoration Method: Printed -Print: printed on both sides	Pc	3,000	

(xv)	Travelling Bag	Heavy Khaki with leather straps The bag should be open at the top with straps Should be two coloured, incorporating KRB's corporate colors Should be branded in with KRB logo (full color) The bags should have a reinforced inner lining to give body and firmness and have a small pocket inside with a zip Length: 38cm Width: 8cm Height: 34cm	Pc	200	
(xvi)	Laptop Bag	Hand grip/satchel bag style/ sling bag Reinforced fabric material Padded inner cushion for protection 15.4 inches/ 40* 29* 3CM/520 grams Logo printing: Silkscreen	Pc	200	
(xvii)	Leather Document Folder	A4 folders with inside pocket (full color in one of the KRB colors in accordance to the KRB brand guidelines) Printed on matte board 300gsm with matte lamination, die cut and creasing.	Pc	200	
(xviii)	USB	Dimension 38mm*11mm* 3mm Material: Aluminium alloy+ plastic branded with KRB Logo Capacity: 32GB	Pc	1,000	
(xix)	Pens	Press type spring mechanism 1.0 mm black/ blue ball point pen	Pc	2,000	

		13.5cm long Weight: 7 grams Logo printing: UV print, silkscreen			
(xx)	Executive Pens	Dimension: 13.8 cm* 1.5 cm Material: Metal Premium and stylish looking Presentable with a nice packaging Comfortable and ergonomic design Logo printing: silkscreen/ laser engraved	Pc	100	
(xx)	Maasai Shuka	Standard size Masai Shuka with soft cotton lining embroidered with KRB logo/message	Pc	100	
(xx)	Branded Kikoy	African kikoy with soft cotton lining embroidered with KRB logo/message	Pc	100	
(xx)	Water Bottle	Water capacity; 750 ml Material; PC+ PP 100% leak proof Logo printing; silkscreen	Pc	200	
(xx)	Power Bank	Weight: 201g Dimension: 150mm*73mm*9mm Material: Matte metallic stainless steel, ABS plastic Heavy duty power bank Slim and sleek power bank that slips conveniently into your back pocket and daily personal bag Logo printing; laser engraved	Pc	200	
(xx)	Gift Bags	25.4 x 15.2 x 25.4 cm size Polycanvas fabric Thick Straps Branded with printed KRB logo and tagline	Pc	3,000	

(xx)	Conference Bag	Material: Polycanvas Height: 420mm Width: 280mm Depth: 100mm Padded section Large main compartment Water bottle holder Front pocket	Pc	1,000	
(xx)	Lapel pin	Material: stainless steel base, with one butterfly clasp on reverse side. Front silkscreen printed with KRB colours and covered with a protective layer of epoxy Shape: circular; diameter 1 inch	Pc	500	
(xx)	NTSA Approved motorcycle helmet	Yellow, Large/Xlarge	Pc	2,000	
(xx)	NTSA Approved Reflective jacket	Luminous green with reflector strip screen printed with KRB Logo & tagline Large, Xlarge, 2Xlarge	Pc	2,000	
Sub-Total 9					

Table 3.3.8 Design & Supply of Team Building Attire

No	Description	Specifications	Unit of Measure	Annual Quantity	Rate Per Pair (Kshs.) inclusive of Taxes
(i)	Ladies Tracksuit	Full zip closure -Bomber style neck -2 side pockets -Elasticated waistband with drawstring closure -Ribbed trim throughout -72% cotton, 28% polyester -Should be branded in with KRB logo (full color)	Pair	100	

		-Colours; close corporate colours			
(ii)	Men's Tracksuit	Jacket: Relaxed fit drapes on the body for ample movement; front zip pockets, full zip and ribbed hem -Ribbed baseball collar -Long sleeves with ribbed cuffs; Slim legs -100% polyester double knit Pants: Front zip pockets; Drawcord on elastic waist -Should be branded in with KRB logo (full color) -Colours; close corporate	Pair	100	
(iii)	Men's sport shoes	Lace closure -Single layer knit upper with adaptive tongue for midfoot support -Responsive boost midsole -Flexible stretchweb outsole -Lockdown feel	Pair	100	
(iv)	Ladies Sport shoes	Women's – specific fit -Lace closure -Stretch mesh upper -Sock-like hugs the foot -Bounce lite midsole -Lug rubber outsole	Pair	100	
Sub-Total 10					

Table 3.3.9 Events Management

No	Activity Description	Quantity	Unit Rate (Kshs.) Inclusive of Taxes
(i)	Events Planning	Upto 200 Pax	
(ii)	Events Planning	200-500 Pax	
(iii)	Events Planning	500-1000 Pax	
(iv)	Master of Ceremony (Comedian) within Nairobi Metropolitan Area	Per day	

(v)	Master of Ceremony (Business) within Nairobi Metropolitan Area	Per day	
(vi)	Master of Ceremony – Accommodation Cost (out of Nairobi Metropolitan Area)	Per Night	
	Supply & Installation of Tents		
(vii)	100 Seater Tent, Chairs, Draping	Per day	
(viii)	Dome Tent, Chairs, Draping, Lighting	Per day	
(ix)	A Frame Tent, Chairs, Draping, Lighting	Per day	
	Supply of Toilets		
(x)	Supply of Standard Toilet with Water & Toiletries (out of Nairobi)	Per day	
(xi)	Supply of Executive Toilet with Water & Toiletries (out of Nairobi)	Per day	
	Display Screens		
(xii)	Supply of LED Screens (Nairobi)	Per day	
(xiii)	Supply of LED Screens (Out of Nairobi)	Per day	
	Launch Events		
(ix)	Supply of Confetti machine		
(x)	Supply of smoke machine		
(xi)	3-D Stage Projection		
	USHERS		
	Description	Duration	Amount
(xii)	1No. Usher (Nairobi)	Per day	
(xiii)	1No. – Accommodation Cost (out of Nairobi Metropolitan Area)		
Sub-Total 11			

Table 3.3.10 20th Anniversary Celebration

No	Activity Description	Total cost (inclusive of Taxes)	
(i)			
(ii)			
Sub-Total 12			

4.0 Duration of the Assignment

The Assignment is for a duration of 12 months renewable subject to satisfactory performance.

5.0 Qualifications of the Firm

The overall experience of the firm will be based on firm experience, personnel, methodology and capacity to undertake the services

6.0 Key Personnel Requirements

	Human Resource Capacity	Qualifications & Experience
(i)	Team Leader/Account Director – 1 No (To be engaged throughout the contract period of 12 months)	<ul style="list-style-type: none"> ✓ Bachelor’s Degree in Journalism, Mass Communications, Public Relations or relevant field ✓ At least ten (10) years general experience in Public Relations, Marketing or relevant field; ✓ At least five (5) years professional experience in Public Relations, Marketing management, & Stakeholder Engagements & Relations ✓ Demonstrable experience as an Account Director for similar assignments within the last 3 years ✓ Membership in PRSK, MSK or relevant field
(ii)	Account Manager - 1 No (To be engaged throughout the contract period of 12 months)	<ul style="list-style-type: none"> ✓ Bachelor’s Degree in Journalism, Mass Communications, Public Relations or relevant field ✓ Professional qualifications in public relations, marketing, brand audit & communications or a related field ✓ At least five (5) years general experience in Public Relations, ,

		<p>Research</p> <ul style="list-style-type: none"> ✓ At least three (3) years professional experience in Concept & Creative Development, Media Management, Digital Communications Strategy & Brand Audit/Customer Engagement Surveys ✓ Membership in a relevant professional body
(iii)	Media Relations Expert (To be engaged need basis)	<ul style="list-style-type: none"> ✓ Bachelor's Degree in Journalism, Mass Communications , Public Relations or related field ✓ Three (3) years General experience in public relations, mass media communications, ✓ Two (2) years specific experience in media relations, press releases, editorial or related field
(iv)	Digital Communications Expert (To be engaged need basis)	<ul style="list-style-type: none"> ✓ Diploma in Social Media/Digital Marketing ✓ 3 years experience in digital marketing
(v)	Events & Brand Manager (To be engaged need basis)	<ul style="list-style-type: none"> ✓ Degree in Public Relations or Marketing ✓ 3 years specific experience in brand design
(vi)	Graphic Designer (To be engaged need basis)	<ul style="list-style-type: none"> ✓ Diploma in Graphic Design from a recognized institution ✓ At least one (1) year experience in design conceptualization, corporate branding ✓ Proficiency in Publisher, Photoshop, Illustrator, CorelDraw, Photo Editor or relevant application software
(vii)	Videographer/Photographer (To be engaged need basis)	<ul style="list-style-type: none"> ✓ Diploma in Electronics Media/Photography ✓ 3 years post qualification experience in photography/videography
		✓
(viii)	Support Staff (To be engaged need basis)	<ul style="list-style-type: none"> ✓ Provide a list of 3 No. support staff in relevant areas

Please note:-

- Specific role of each of the staff must be stated in the Curriculum Vitae. Each staff proposed for the assignment must have signed the C.V. and the same be countersigned by the firm's representative.
- The Key staff will work with KRB for the duration of the Contract. The successful bidder may replace the staff with those of similar qualifications with prior written approval by KRB.

7.0 Responsibilities of the Bidder

The Bidder shall be responsible for all his office and living accommodation, transportation, equipment, secretarial services, telephone, postage and everything else necessary for the satisfactory execution and completion of the services. The Bidder may however carry out certain assignment within the premises of KRB but they must receive prior approval of KRB.

The Bidder will work closely with KRB Secretariat.

8.0 Input to be provided by KRB

KRB shall provide the Bidder with the following:

- (i) Agency briefs, Access to data, information and reports that may be required in performance of the tasks. However, where such access is granted, the bidder shall sign a Non-Disclosure Agreement (NDA)
- (ii) All necessary introduction and approvals
- (iii) Logistical support during corporate events
- (iv) Project Manager will be appointed to work with the service provider
- (v) Limited workstation when necessary
- (vi) Accommodation for key staff for services provided outside Nairobi at KRB prescribed rates or KRB pays for accommodation and meals. Transport will be provided by KRB or reimbursed at AA rates subject to a maximum capacity of 2,000cc

9.0 Reports

Confirm that the following reports shall be submitted:

- (i) Inception Report - Fourteen (14) days from the commencement date
- (ii) Various reports as indicated in table 2.3

The format of the reports will be as agreed during contract negotiations.

10.0 All the information generated shall remain the property of KRB and cannot be used for any other purpose unless with authority from KRB.

Bidders shall be required to sign a Non-Disclosure Agreement on data, information, records provided and generated

SECTION VII -STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Anti-Corruption Declaration Pledge**
6. **Form for Firm's references** – this form **must** be completed by the tenderer and submitted with the tender documents.
7. **Format of Curriculum Vitae (C.V's) for Professional Staff** this form **must** be completed by the tenderer and submitted with the tender documents.
8. **Format of declaration form for bankruptcy or insolvency and debarment**
9. **Tender-Securing Declaration**

1. Form of Tender

To: Name and address of procuring entity

Date _____
Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Public Relations Services under this tender in conformity with the said Tender document 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 Public Relations Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. Price Schedule summary Form

No.	Sub-Total	Table	Description	Total Cost in Kshs. (Inclusive of VAT)
1	Sub-Total1	3.1.1	Public Relations Counsel for 12 months	
2	Sub-Total2	3.2.1	One-off Various Services	
3	Sub-Total3	3.3.1	Videography & Photography Services	
4	Sub-Total4	3.3.2	Design & Supply of Displays	
5	Sub-Total5	3.3.3	Graphic Design	
6	Sub-Total6	3.3.4	Editing & Printing of Publications	
7	Sub-Total7	3.3.5	Wall Calendars, Diaries & Photobooks	
8	Sub-Total8	3.3.6	Production of TV/Radio Infomercials & Documentary	
9	Sub-Total9	3.3.7	Design & Supply of Promotional Materials	
10	Sub-Total10	3.3.8	Design & Supply of Team Building Attire	
11	Sub-Total11	3.3.9	Events Management	
12	Sub-Total 12	3.3.10	20 th Anniversary celebration	
GRAND TOTAL OF COSTS				

N.B Please note as follows:

- (i) **Item number 1 - Public Relations Counsel** in the Price Schedule above is for **Twelve Months**. The payments will be made on equal monthly payments.
- (ii) **Item number 2** –Cost of various services in the Price Schedule above is a one off payment which will be payable after the consultant delivers the services.
- (iii) **Items 3 to 12** will be carried out as need arises and bidders should quote as **unit rates**

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____
between [name of Procurement entity] of [country of
Procurement entity] (hereinafter called “the Procuring entity”) of the one part
and [name of tenderer] of [city
and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for Public Relations Services
and has accepted a tender by the tenderer for the supply of the services in the
sum of _____
_____ [contract price in words in figures] (hereinafter called “the
Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the General Conditions of Contract
 - (d) the Special Conditions of Contract; and
 - (e) the Procuring entity’s Notification of Award
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 Public Relations services 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 services 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, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part _____ General:

Business Name
 Location of business premises
 Plot No. Street/Road
 Postal Address Tel. No.Fax Email
 Nature of business
 Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs. ...
 Name of your bankersBranch

Part 2(a) – Sole Proprietor:

Your name in full..... Age
 NationalityCountry of origin
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public
 State the nominal and issued capital of the company –
 Nominal Kshs..
 Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

5. ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....declare that I/We.....will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed byChief Executive Officer or authorized representative

6. FORM FOR BIDDER'S REFERENCES

Relevant Services carried out in Five (5) reputable Firms in the last Five years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country: Kenya
Location within country:		Professional staff provided by Your entity (profiles):
Name of Client:		Sum Insured (in Kshs.)
Address:		Duration of the assignment
Start Date (Month/Year)	Completion Date (Month/Year)	(in Kshs.)
Name of Senior Staff (Director/Manager, Technician) involved and functions performed:		
Full description of actual services provided by your staff :		

Bidders

Name:

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

Proposed Position: _____

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. **N.B** Use about one page.]*

Education

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. **N.B** Use about one quarter of a page.]*

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. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about one and a half pages.]

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading and writing]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking; reading and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: _____

[Signature of staff member and authorized representative of the Firm]
Day/Month/Year

Full name of staff member:

Full name of authorized representative:

**DECLARATION FORM FOR BANKRUPTCY OR INSOLVENCY
AND DEBARMENT**

Date

To

Kenya Roads Board
3rd Floor, Kenya Re Towers, Upperhill
P.O Box 73718-00200 **NAIROBI**
Email: info@krb.go.ke

Ladies and Gentlemen,
The Tenderer i.e. (full name and complete physical and postal address)

.....
.....

.....declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/ We are not 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) That I/We are not under any ongoing investigation by the Ethics and Anti-Corruption Commission (EACC) for any corrupt and/or economic crimes or practices.
- e) That I/ We are not associated with any other Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

.....

Name of Tenderer

.....

Signature of duly authorised person signing the Tender

.....

Name and Capacity of duly authorised person signing the Tender

.....

Stamp or Seal of Tenderer

Tender-Securing Declaration

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of Tendering process**]*

Alternative No.: *[insert **identification No if this is a Tender for an alternative**]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]* starting on *[insert **date**]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert **complete name of person signing the Tender Securing Declaration**]*

Duly authorized to sign the Tender for and on behalf of: *[insert **complete name of Tenderer**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)