



TENDER NO.IRA/059/2020-2021

**TENDER NAME: PROVISION OF PUBLIC RELATIONS
AGENCY SERVICES**

**SUBMISSION DEADLINE: 17TH NOVEMBER, 2020 AT
2:00 P.M.**

**INSURANCE REGULATORY AUTHORITY
10TH FLOOR, ZEP-RE PLACE, LONGONOT ROAD,
UPPERHILL
P.O BOX 43505-00100 NAIROBI, KENYA
E-mail : procurement@ira.go.ke
Web site : <http://www.ira.go.ke>**

NOVEMBER, 2020

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SECTION I INVITATION TO TENDER

3RD NOVEMBER, 2020

All Eligible bidders,

TENDER REF No IRA/059/2020-2021

TENDER NAME PROVISION OF PUBLIC RELATIONS (PR) AGENCY SERVICES

- 1.1 The Insurance Regulatory Authority (IRA) invites sealed bids from eligible and qualified candidates for **Provision of Public Relations (PR) Agency Services**. The tender is eligible to firms owned by Youth, Women and Persons with Disability and Citizen Contractors. However, 20% price preference will be given to firms owned by Youth. 15% price preference will be given to firms owned by persons with disabilities and 5% price preference will be given to firms owned by women while 0% preference will be given to citizen contractors.
- 1.2 The contract shall be for a period of one year and may be renewed annually up to a maximum period of three years' subject to satisfactory performance at the sole discretion of IRA
- 1.3 Interested and eligible bidders are required to download the tender document from the website free of charge and immediately email their names and contact details to: procurement@ira.go.ke for purposes of any clarification, communication or addenda.
- 1.4 A pre-tender meeting will be held **VIRTUALLY** via zoom video conferencing on **Tuesday, 10th November, 2020 at 11:00 a.m.** The Zoom meeting invitation will be created and placed in IRA website where participating bidders can access and participate in the meeting. The meeting is not mandatory.
- 1.5 Completed tender document should be prepared and saved as a PDF document with a **PASSWORD PROTECTION** and emailed to bids@ira.go.ke and copied to fc helimo@ira.go.ke. The subject of the email will be **"IRA/059/2020-2021- Provision of Public Relations (PR) Agency Services."** be addressed to:

Chief Executive Officer (CEO)
Insurance Regulatory Authority
P.O. Box 43505 – 00100
NAIROBI.

so as to be received on or before **17th November, 2020 at 2:00 p.m.**

- 1.6 Tenders will be opened immediately thereafter **VIRTUALLY** via zoom platform at IRA Offices, Zep-Re Place on **17th November, 2020** at **2:00 p.m.** The tenderers shall be required to **provide the passwords of their documents on or before 2:00 p.m.** via the email address bids@ira.go.ke and copied to fchelimo@ira.go.ke as described in the Appendix to Instruction to Tenders.
- 1.7 IRA will convene the Bid opening via Zoom video conferencing. The Zoom meeting invitation will be created and placed on the IRA website where the participating bidders can access and participate in the Tender Opening. In the submission email for the Tenders, **Bidders are required to provide the Name, Email address and Phone number of their representative who wish to take part in the Tender Opening for purposes of admission.**
- 1.8 IRA is a corruption free environment. Any pressure, influence attempt should be reported to the C.E.O through the address provided on paragraph 1.4 above or e-mail ethics@ira.go.ke

FELIX CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

CHECK LIST

Bidders are required to comply with the following check list while preparing their tenders: -

S/No	Mandatory Requirement	Yes/No
1)	Attach the certificate of Incorporation/ Registration	
2)	Attach a certified copy of recent CR 12 Form issued within the last 18 Months and copies of identification documents (IDs or passports) of the owners/directors of the tenderer.	
3)	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA). This will be confirmed from the KRA portal.	
4)	Valid certificate owned by Youth, Women & Persons Living with Disability from the National Treasury (Attach AGPO Certificate).	
5)	Self-declaration form that the tenderer will not engage in any corrupt or fraudulent practice signed by the tenderer's authorized signatory.	
6)	Dully completed Confidential Business Questionnaire (MUST be filled, signed and stamped by authorized signatory).	
7)	Valid Single Business Permit from County Government (Attach License /payment receipt).	
8)	The firm should be registered to PRSK, AppreCOM	
9)	Tenderers must provide a tender security declaration form for AGPO firms and Tender Security of Kes. 50,000.00 (Kenya Shillings Fifty Thousand only) for Citizen Contractors in the format provided valid for 30 days beyond the tender validity period.	
COMPLIED/NON-COMPLIED		

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation to tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The cost of the tender document shall not exceed Ksh. 1,000.00
- 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 documents

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

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or Manufacturers Authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by 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 tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and V.A.T and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

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

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit
- e) Guarantee by a deposit taking micro-finance institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 **or** (ii) to furnish performance security in accordance with paragraph 31.

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

2.13 Validity of Tenders

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

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

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **17th November, 2020 at 2:00 p.m.**”

2.15.2 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”.

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **17th November, 2020 at 2:00 p.m.**

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity in the office of the Head of Procurement.

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of

paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **2:00 p.m.** on **17th November, 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers 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 securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied: -

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers 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.*

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

2.22.5 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

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

- a. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b. Legal capacity to enter into a contract for procurement
- c. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- d. Shall not be debarred from participating in public procurement.

2.23 Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

2.26.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during 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.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is eligible to firms owned by Youth, Women and Persons with Disability and Citizen Contractors.
2.12	Tenderers must provide a tender security declaration form for AGPO firms and Tender Security of Kes. 50,000.00 (Kenya Shillings Fifty Thousand only) for Citizen Contractors in the format provided valid for 30 days beyond the tender validity period.
2.15	Tenderers are required to submit technical and financial Proposals as two separate documents.
2.18	The closing date for the tender shall be 17th November, 2020 at 2:00 p.m.
2.24	IRA may carry out due diligence to determine to its satisfaction whether the tenderer that will be selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily
Duration of contract	The contract shall be for a period of one year and may be renewed annually up to a maximum period of three years' subject to satisfactory performance at the sole discretion of IRA

2.22 EVALUATION CRITERIA

The bids submitted shall be subjected to a four (4)-stage evaluation process as shown below:

- a) Mandatory Evaluation
- b) Technical Evaluation
- c) Pitch Presentation
- d) Financial Evaluation

1. Mandatory Requirements

The proposal shall be subjected to the mandatory evaluation, where firms must submit paper copies of the following: -

S/No	Mandatory Requirement	Yes/No
1)	Attach the certificate of Incorporation/ Registration	
2)	Attach a certified copy of recent CR 12 Form issued within the last 18 Months and copies of identification documents (IDs or passports) of the owners/directors of the tenderer.	
3)	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA). This will be confirmed from the KRA portal.	
4)	Valid certificate owned by Youth, Women & Persons Living with Disability from the National Treasury (Attach AGPO Certificate).	
5)	Self-declaration form that the tenderer will not engage in any corrupt or fraudulent practice signed by the tenderer's authorized signatory.	
6)	Dully completed Confidential Business Questionnaire (MUST be filled, signed and stamped by authorized signatory).	
7)	Valid Single Business Permit from County Government (Attach License /payment receipt).	
8)	The firm should be registered to PRSK, AppreCOM	
9)	Tenderers must provide a tender security declaration form for AGPO firms and Tender Security of Kes. 50,000.00 (Kenya Shillings Fifty Thousand only) for Citizen Contractors in the format provided valid for 30 days beyond the tender validity period.	

Failure to submit any one of the above requirements in paper copy (hard copy) will lead to disqualification. Only those firms who pass in the mandatory stage will proceed to the technical capacity evaluation stage.

2. Technical Evaluation

Technical evaluation for firms that qualify at the preliminary/mandatory evaluation stage shall have their proposals evaluated technically as provided here below. The total score will carry 80 marks with a pass mark of 60. The firms that score less than 60 marks will be disqualified from further evaluation.

The firms shall be evaluated on a scoring matrix as shown below pursuant to Instructions to Tenderers paragraph 2.24:

NO	CRITERIA	Sub-totals	Max scores
1	Relevant Experience for the Assignment		
NO	CRITERIA	Sub-totals	Max scores
	(Corporate)		
a	<p>General experience and understanding of the assignment by the agency firm. Provide details of four (4) firms you have rendered similar work/assignments in the last five years.</p> <p>The similar work/assignments should include PR campaigns, social media management assignments, both local and international (if any), stakeholder engagement assignments, among others. More marks will be awarded for case studies that demonstrate prior analysis of issues, depth of involvement and impact of the campaigns.</p>	13	28
b	<p>Experience and performance based on four (4) clients of similar size and complexity as the Authority. Experience in the Financial Services sector industry will be desirable. Provide recommendation letters from the four (4) clients provided in (a) above including proof of experience and performance for each of the jobs done. This should be within the last five years. Consideration will be made for broad experience in each of the communication function areas including: Public relations and media relations; digital media management; CSR/community relations management and stakeholder engagement.</p>	6	
c	<p>Provide documentary evidence for the successful management of community relations/corporate social responsibility engagement campaigns carried out in the last five years.</p>	2	
d	<p>Provide documentary evidence for the successful management of stakeholder engagements in the last five years</p>	2	

e	Provide documentary evidence of good track record in PR programmes by specifically showing any awards won in the last two years from recognized institutions locally, and provide a description of the actual job/activity that won the award.	5	
2	Methodology and Approach		
a	Appropriateness of the proposed work plan as presented in the proposed framework and methodology to be used once awarded the tender.	12	
b	Demonstrate the ability to develop, strategize/plan and execute elaborate PR/communications programmes.		
c	The maximum time (in days) for delivery of a concept, satisfactory to the client, after receipt of a brief from IRA	4	
3	Human Resource Capacity		
a	<p>Team Leader: Should be a competent and qualified individual possessing knowledge and at least 10 years' experience in general management of agency PR work/consultancy.</p> <p>Minimum academic/ technical qualification of University degree in communication related studies. Master's degree in communication related studies will be added advantage with a bonus of 2 marks</p> <p>The team leader must be a member of the Public Relations Society of Kenya (PRSK). Proof of current membership must be provided.</p> <p>The team leader should have overseen at least five similar assignments of equal or larger magnitude prior to this submission.</p> <p>CVs, testimonials, certificates and other reference documents must be attached.</p>	8	24
b	Other key staff: Other staff proposed for the assignment that have requisite	12	

	<p>qualifications with at least five years' experience in the PR industry. Other team members required with requisite experience of not less than five years in include; digital and social media manager, PR practitioner, event planner, reputation management specialist, stakeholder management specialist. The firm may propose experts with skills not included here above, but are relevant to assignment.</p> <p>The staff should have proof of membership in PRSK.</p> <p>Staff must attach CVs, testimonials, certificates and other relevant supporting documentation.</p>		
c	<p>Overall composition and structure of the team, task allocation and its adequacy and relevance in meeting the TORs. Members of the team must be direct employees of the agency firm(s).</p> <p>The company should provide its profile and organogram.</p>	4	
4	Technical Equipment and Work Tools Capacity		
a	<p>Proof and description of PR tools/resources that will be used to advance the Authority's communications agenda through the proposed framework (The firm should indicate if the tools/resources are owned by the agency or will be outsourced). These include latest stakeholder mapping tools, media monitoring software, etc.</p>	8	8
5	Financial Capability		
a	<p>The agency must have an average annual turnover of Shs.50 million in the last 3 financial years. <i>(Please attach audited financial statements for the last 3 financial years. Relevant evidence should be reflected in audited financial statements)</i></p>	4	4
	GRAND TOTAL		80

Bidders that score 60 points and above out of 80 Points in the technical capacity evaluation shall be invited for the third stage of evaluation, which will be a pitch presentation.

c. Pitch presentation

The following criteria shall be used to evaluate the pitch presentation. Bidding firms are advised to align their presentations with the pitch brief provided in this document. It should be noted that the Authority does not compensate bidders for pitch presentations. All costs for the pitch shall be borne by the respective bidders. Bidders are also advised that pitch presentation will be undertaken within **fourteen (14) days** from date of opening.

Brief for pitch presentation: Positioning IRA through 20th Anniversary Celebrations

Insurance Regulatory Authority regulates the insurance industry, which is characterized by growing consumer needs and demands. For increased brand appreciation and awareness, knowledge of IRA functions and decisions and increased insurance penetration, there is need for consistent brand communication and consumer education to enable consumers make informed insurance choices and decisions.

- Promoting public confidence and favorable perception of the IRA Brand.

In the pitch proposals bidders are expected to:

- Present proposals for carrying out ALL the duties listed in the schedule of scope of work and activities aimed at promoting public awareness on IRA's mandate. These should have accompanying comprehensive communication plans that show how to engage stakeholders through various mechanisms and channels on which to leverage. These should be able to create an emotional connection with the IRA's brand. The proposals should show the steps envisaged for improving the Authority's perception, visibility and awareness.
- Clearly outline a monitoring and evaluation mechanism on the success of the anniversary celebrations.
- Provide a breakdown of costs to achieve the proposed activities as per the scope of work provided.

The marking scheme of the Pitch will be as follows:-

NO	CRITERIA		Max Scores
1	Understanding of the brief		30
	Appropriateness of the proposed activities in meeting the objectives of the Authority	10	
	Completeness of the analysis of IRA's internal and external environment and the incorporation of the necessary findings/results in the proposed plan of activities.	5	
	Details of how the proposed activities will address identified issues in the internal and external environment	5	
	Appropriateness and clear listing and description of thematic areas, target audience(s), and key messaging in the various planned activities.	10	
2	Effective use of communications tools		25
	Appropriateness and cost effectiveness in the communication mix without diluting the quality of the message	10	
	Suitability of the activities	5	
	Demonstrated creative and sustainable use of new media to support the campaign	5	
	Indicators that will be used to evaluate the success of PR/communication strategy proposed and their appropriateness	10	
3	Suitability and applicability of proposed work plan, and methodology		10
	Appropriateness and practicability of the proposed time schedules and work plan for the anniversary celebrations	10	
4	Incorporation of associated concerns in the Authority		10
	Treatment accorded to the negative perception of IRA	10	
5	Overall presentation		5
	Clarity of presentation <ul style="list-style-type: none"> Organization of presentation Confidence in presentation Tone of presentation and conviction of concept 	5	

	▪ Comprehensive responses to queries		
	GRAND TOTAL		80

Bidders that score 60 points and above out of 80 Points at the pitch presentation shall be evaluated at the financial stage.

d. Financial Evaluation and Scores

The financial proposals of the bidders that qualified at the pitch presentation stage shall be opened and evaluated.

Financial evaluation will be based on the prices of items and costs indicated on the rate card. The comparison will be as per the unit rates and the total unit rate cost in the rate card will be used.

The evaluation committee shall thereafter compute the financial scores out of 20 points using the following formulae:

Lowest evaluated bid as per total rate costs x 20 = Financial Scores

Bid costs as per total rate

Price Preference shall be applied as follows: -

- a. Firms owned by Youth-20%
- b. Firms owned by Persons with Disabilities -15%
- c. Firms owned by Women -5%
- d. Citizen Contractors-0%

The technical capacity evaluation scores and financial scores will be combined and the firm achieving the **Lowest Evaluated** will be considered for award of the tender.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

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

3.6 Performance Security

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 Special Conditions of Contract.

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 from an insurance firm approved by the PPOA.
- d) Letter of credit.
- e) Guarantee by a deposit taking micro-finance institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.7.2 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services/works, and the tenderer shall either replace the rejected services/works or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.3 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.9 Prices

Prices charged by the contractor for services/works performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign to a third party, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer fails to 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime 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 produce 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 entity 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 on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

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 Force Majeure

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.

3.17 Applicable Law.

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

3.18 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Performance security in the format provided in the standard document equivalent to 10% of the total annual contract and shall be valid for a period of one year from the commencement date.
3.8	Payment terms are within 30 days upon receipt of certified invoice confirming that services have been delivered in accordance with the contract
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	6 th floor, Zep-Re Place, Longonot Road, Upperhill, P.O. Box 43505 – 00100 Nairobi, Kenya.

SECTION V – DESCRIPTION OF SERVICES –PROVISION OF PUBLIC RELATIONS (PR) AGENCY SERVICES

1.0 BACKGROUND

The Insurance Regulatory Authority is a statutory government agency established under the Insurance Act (Amendment) 2006, CAP 487 of the Laws of Kenya to regulate, supervise and develop the insurance industry.

The Authority is a precursor to the then Office of the Commissioner of Insurance that came into existence with the enactment of the Insurance Act, CAP 487 in 1986. Prior to this, insurance regulation was based on the UK legislation under the Companies Act 1960.

In executing its mandate, the Authority adheres to the core principles of objectivity, accountability and transparency in promoting not only compliance with the Insurance Act and other legal requirements by insurance/reinsurance companies and intermediaries but also sound business practices. The Authority practices regulation and supervision that enables industry players to be innovative and entrepreneurial.

In line with the Insurance Act, the functions of IRA are to:

- a) Ensure the effective administration, supervision, regulation and control of insurance and re-insurance business in Kenya;
- b) Formulate and enforce standards for the conduct of insurance and re-insurance business in Kenya; Issue licenses to all persons involved in or connected with insurance business, including insurance and re-insurance companies, insurance and re-insurance intermediaries, loss adjusters and motor assessors, risk surveyors and valuers;
- c) Protect the interests of insurance policy holders and insurance beneficiaries in any insurance contract;
- d) Promote the development of the insurance sector;
- e) Advise the Government on the national policy to be followed to ensure adequate insurance protection and security for national assets and national properties;
- f) Issue supervisory guidelines and prudential standards for better administration of the insurance business or persons licensed under the Act; Share information with other regulatory authorities to carry out any other related activities, enhance its supervisory role; and undertake such other functions as may be conferred on it by the Act or by any other written law.

It is governed by a Board of Directors which is vested with the fiduciary responsibility of overseeing operations of the Authority and ensuring that they are consistent with provisions of the Insurance Act.

Vision: An effective regulator of a globally competitive insurance industry.

Mission: To effectively regulate, supervise and promote development of and innovation in the insurance industry in order to protect insurance beneficiaries.

Core Values:

- a) Accountability: -We exercise prudence in use of public resources entrusted to IRA.
- b) Team Spirit: -We work effectively with others across functional lines to accomplish objectives.
- c) Transparency: -We promote openness and candidness.
- d) Integrity: -We will serve our customers in an impartial, effective and professional way with the highest ethical standards.
- e) Customer focus:-We are committed to achieving the highest levels of customer satisfaction.
- f) Creativity: -We believe in continuous improvements in the conduct of our business.

2.0 ORGANIZATIONAL STRUCTURE

The IRA Board of Directors appointed by the President on recommendation of the Minister of Finance, provide a policy and oversight role for the Authority. The Commissioner of Insurance is the Chief Executive Officer and is answerable to the Board on the day-to-day management of the Authority. The key departments charged with the responsibility of implementing policy and conducting regulatory business are:

- i. Technical division
- ii. Policy, Research and Development.
- iii. Legal Services

The following sections provide support to the core teams;

- a) Finance
- b) Corporate Communications
- c) Procurement

- d) Internal Audit and Risk Management
- e) Consumer Education
- f) Information, Communication and Technology (ICT)
- g) Human Capital Development and Administration
- h) Consumer Protection

The IRA has offices in Nairobi, located at Zep-Re Place, Longonot Road,– Upperhill.

Stakeholders

The Authority operates in a vibrant sector that involves several players locally, regionally and internationally. In carrying out its mandate, the Authority interacts with various stakeholders.

3.0 COMMUNICATION AND CONSUMER AWARENESS OBJECTIVES

Bearing in mind the multi-stakeholder environment the Authority operates in, its communication objectives include:

- a) Enhanced communication and interaction with the varied audiences
- b) High corporate brand equity and awareness
- c) Effective consumer education and awareness
- d) Positive corporate image and reputation
- e) Reputation risk management
- f) Ensure that IRA is visible, well understood and well regarded
- g) Value addition from relationships with stakeholders

4.0 NEED AND EXPECTATIONS

The Authority would like to engage a dynamic agency that can carry out its public relations and corporate communication needs (including issues of crisis management, and reputation management), event management, digital and social media management, media monitoring, media relations management, consumer education, public awareness and community relations.

The selected PR agency will be expected to from time to time to carry out reputation risk assessment/issues management and identify possible

threats and challenges and propose appropriate communication strategies to address the identified challenges.

5.0 OVERVIEW OF IRA COMMUNICATION INITIATIVES

The Authority has over the years carried out various public awareness campaigns through various communications platforms including electronic and print media, digital communication, below the line advertising, roadshows and events.

In the 13 years that it has been in operation, the Authority has achieved many milestones that include the following towards the realization of its mandate:

- i. Kenya is increasingly becoming a destination of choice with insurance and re –insurance hub within the EAC region with many players setting base in the country.
- ii. There has been significant growth in insurance penetration from 2.9 to 3.1percent (due to GDP rebasing, penetration readjusted to 2.8 percent in 2017)
- iii. The industry has continued to register growth in gross written premiums rising from Kshs109 billion in 2013 to Ksh 207 billion in 2017, with an average growth of 13% per annum.
- iv. Industry capacity building. The expansion of industry capacity building has seen:
 - a) More than 4700 insurance agents have been trained in 47 counties among them youth, women and persons of disability, creating jobs for this cadre.
 - b) Provision of actuarial scholarships in which about 40 beneficiaries have been trained at The City University London, Sir John Cass Business School. Prior to this programme, the country had less than 10 qualified actuaries. The number has since grown to over 50 mainly catalysed by the programme.
 - c) Capacity building and training among police officers across the country through partnership between the Kenya Police Service and the College of Insurance.
- v. Introduction of the Electronic Regulatory System and automation of key processes for both internal and external customers for increased ease of doing business.
- vi. Simplification and standardization of policy wording in insurance contracts to reduce conflicts between policyholders and insurance

companies and to make it easy for policyholders to understand insurance policy contracts. This entailed removal of the ‘small, removal of unfair terms, use of simple plain language and enhancing the scope of cover to meet the basic consumer needs.

- vii. Increased public awareness through dedicated public education and awareness programmes i.e. Insurance Open Days, Insurance Clinics, Training of Insurance Champions, ASK shows, Road shows, Open days, articles in newspapers, development and dissemination of information, education and communication (IEC) materials.
- viii. Increased information disclosure through publication of claims’ information and statistics.
- ix. Review of the Insurance Act to provide a conducive environment for insurance business from both the supply and demand side.
- x. ISO 9001:2015 Certification and development of processes and manuals to enhance efficiency and service delivery.
- xi. Enhanced collaboration and partnership with various institutions locally and abroad.
- xii. Engagement in Corporate Social Responsibility (CSR) thereby improving the lives of communities in various parts of the country.

6.0 THE MAIN OBJECTIVES OF THE CONSULTANCY ARE:

1. To increase top of mind awareness and uptake of IRA services among specific interested parties: the general public, insurers, insurance agents, insurance brokers, motor assessors, Insurance investigators, Loss adjusters, Medical insurance providers, Insurance surveyors, Risk managers, Re-insurers, Claim settling agents, Complainants and Suppliers.
2. Position IRA as the “go to” knowledge center for regulation and supervision with a reputation for excellence.
3. To build the capacity of IRA’s management and relevant authorities to communicate effectively using the right message for the right audience.
4. To publicize IRA’s successes in terms of regulation, supervision and development of the insurance industry in Kenya.
5. Leverage new media (Social Media) to communicate IRA’s mandate, services and policies.
6. To manage IRA brand reputation.
7. To build understanding, appreciation and support with IRA interested parties.

8. To constantly monitor and analyses all media platforms in regards to IRA.
9. To develop and disseminate creatives on a need basis i.e editorials/publications.
10. Crisis communication.

CONTRACT MAINTANANCE REQUIREMENTS

The successful bidder will be expected to perform the following:

Meetings

Attend at least one meeting per month with the client at the client's premises for a monthly planning and reporting session.

Other adhoc meetings may be called by the client and should be attended by the successful bidder.

Reports

Prepare and submit formal reports accounting for the month in review for the monthly meetings with the client.

Planning

Formal plans for the month and an extended period of three months must be tabled and presented by the successful bidder at the monthly meetings

Scope of services

Activity	Description of services	Performance /Deliverables	Indicators
CORPORATE COMMUNICATIONS	Develop a concept for PR campaign i.e. Creative concept development, Art Direction, copy writing and scripting for different communication platforms	Approved concept Approved script	
	Review the Communication Policy to incorporate a Crisis Communication Strategy and execution where necessary.	Incorporated regulations to the policy	
	Review Brand Manual: Review of the brand standards manual/book to guide the use and application of the brand (including brand colours, application at different settings, tones, typographical elements, reproduction guidelines for printers)	Reviewed and approved Brand manual	
	Communication Strategy: Carry out a Communication Audit, Develop and guide implementation of the Communication Strategy and design tactics and initiatives for public awareness. This includes CSR plans, Stakeholder Engagement Strategy, lobbying and advocacy.	Summative and normative communication audit reports and action	
	Monitor the effectiveness of the Communication strategy and provide necessary advice.		
	Environmental scanning: Identify potential reputational risks and provide advice to the Authority on appropriate mitigating strategies to enhance the Authority's brand/reputation and perception.	Media monitoring and intelligence gathering advisory notes	
	Corporate profiling: Draft profiles and undertake executive professional photography for the Board of Directors, Senior Management, Departmental and sectional teams and videography	Newsletters and updated team profiles.	

	of various aspects including internal events, corporate public awareness and consumer outreach events.	
	Publicity: Generate publicity across various platforms for all IRA external events and activities to increase IRA's brand visibility and positioning as an effective regulator of a globally competitive insurance industry.	Coverage reports
	Covering corporate, public awareness and consumer education campaigns	Photography and videography Executive photo shoot
MEDIA RELATIONS & MEDIA MONITORING	<p>Development and execution of media relations/management strategies to help maintain mutually beneficial relationships with media.</p> <p>Media Buying and Planning: Coordinate media buying and placement in electronic, print and online platforms as per requirements.</p> <p>Develop and maintain effective working relations with the local and international media</p> <p>Generate periodic and special press releases/statements for dissemination through relevant media Maintain and update media contacts.</p> <p>Coordinate media invitations to press conferences, develop media plans in accordance the with the proposed strategy.</p> <p>Coordinate quarterly media briefings (4) and county media engagements (5).</p> <p>Coordinate journalists' training (1)</p>	<p>-Media plans Communication collateral: -Press statement/release/presentation, position statements, factsheets, whitepapers, FAQs -Press Conferences Media interviews -drafting and placement of articles/op-eds -Media engagements at the county -Media training -Daily media reports -Daily media monitors and Monthly media coverage reports</p> <p>Media placement reports</p>

	<p>Media Training-Training provision of high quality media and interview training for select IRA staff to equip them in the art of storytelling for the purpose of improving public speaking, media engagement readiness, ultimately having skill to tell impactful IRA stories, manage crisis, answer difficult questions and respond to topical issues across the industry.</p> <p>Media Monitoring- Monitor and track</p> <ul style="list-style-type: none"> -IRA mentions and adverts across various platforms (print, electronic and digital/social) and provide daily and monthly reports on the same -Stories that affect the Authority and industry and where appropriate suggest and draft responses to the same. 	
SOCIAL MEDIA MANAGEMENT	<p>Digital communication management, including development of digital communication strategies, content generation and social media management.</p> <ul style="list-style-type: none"> -Carry out a 360° social media management across all platforms - Upscale IRA's social media presence and ensure online community receives regular updates on its results and impacts. - Plan and coordinate social media campaigns that enhance IRA's projects, results and events across social/ digital media platforms. -Maintain and systematically grow IRA's current on-line community across all platforms. -Identify, recruit and create conversations around IRA's thematic areas with key audiences ensuring they are engaged in dynamic, interactive and meaningful ways. -Respond to audience/users in a manner that shows that IRA truly listens and invites constructive dialogue and commentary -Gather metrics, analytics using online monitoring and analysis tools and monitor engagement levels on different platforms. 	<ul style="list-style-type: none"> -Social media campaign -Social Media strategy -Weekly and monthly content management plan -Social media content -Weekly and Monthly social media reports

	<p>-Keep track of social media campaigns implemented by IRA's stakeholders including governments, key private sector institutions, investors and other stakeholders and rope in IRA to join the conversation.</p> <p>-Produce visuals, memes and info graphics for use in social media campaigns</p>	
DESK TOP RESEARCH AND PUBLISHING	<p>Corporate Publications: Concept development, design and production of various corporate publications on paper and electronic format. These include: quarterly newsletters/annual reports/financial statements/ brochures calendars/eshots/ CSR Reports, corporate stationery design and other publications.</p> <p>Design and layout of PR related documents e.g. media invitations, articles, supplements and Press releases.</p> <p>Graphic design services for all collaterals and promotional items</p>	<p>Newsletter, Annual reports</p> <p>Corporate stationary design-letter heads, business cards, note books, email banner</p> <p>Other globally celebrated days like mothers' day, insurance day</p>
EDITORIAL SERVICES	<p>Assist in the development of content for the annual CSR report, Annual report and Financial statements.</p> <p>Service provider will be expected to support with development of `speeches, Statements, presentations</p> <p>Development of a corporate power point presentation complete with voice over</p> <p>Professional proof reading of documents e.g annual reports, financial statements</p> <p>Develop content, edit and produce the, monthly internal news update/flier and quarterly newsletters, bulletins.</p> <p>Develop content and edit other Corporation's publications as and</p>	<p>Newsletters</p> <p>Annual reports</p> <p>Draft speeches, statements and plans</p>

	when necessary	
EVENT MANAGEMENT	<p>Conceptualize and coordinate end to end corporate events to deliver successful and seamless events. These include County Open Days, County Stakeholders' events, CEO's forum, CSR events.</p> <p>Ensure sufficient branding of event venue. Register and usher all guests to respective areas.</p> <p>Oversee photography and videography for events.</p> <p>CSR planning and implementation</p>	<p>CSR reports</p> <p>Footage and photos both raw and edited</p> <p>Pictorials</p>
ADVERTISING	<p>Video/film production (include location, cast and casting, crew, models and related hire fee, sound and camera and equipment)</p> <p>Concept development, script, production</p> <p>Copy Writing for Print, Creative work concepts,</p> <p>Identification of models and payment of the same</p>	<p>Open day adverts (45 seconds)</p> <p>Short mobile/WhatsApp clips (20 seconds)</p>
ISSUES AND CRISIS COMMUNICATION	<p>1. The organization needs to be prepared in case of emerging issues and crisis to avoid being reactive. Proper assessment and identification of issues/crisis.</p>	<p>1 Daily media monitoring reports</p> <p>2 Industry intelligence</p> <p>3 Holding statements</p> <p>4 Backgrounders</p> <p>5 Boilerplates</p> <p>6 Briefing notes/templates</p>

		<p>7 FAQs</p> <p>8 Media list</p> <p>9 Crisis communication policy document/clauses</p> <p>2. Ongoing advisory on the best approach to communicate to allow IRA to position itself and tackle issues in the appropriate way</p>
MONITORING AND EVALUATION	Measurement of the bidder's performance is linked to the activities mapped out by the IRA. Evaluation is a key component of the work process and aims to identify the impact of the communication outputs and outcomes	<p>1.The Bidder is expected to deliver on activities within the stipulated timeframes and in line with the terms of reference</p> <p>Reports</p>

SECTION VI - STANDARD FORMS

1. Form of tender (Financial Proposal)
2. Price schedule (Financial Proposal)
3. Contract form
4. Confidential Questionnaire form (Technical Proposal)
5. Self-Declaration Forms
6. Tender Securing Declaration form
7. Tender security form
8. Performance security form
9. Bank guarantee for advance payment
10. CV's for Managerial and key staff form (Technical Proposal)
11. Clients Reference form (Technical Proposal)
12. Comments on Terms of Reference, Methodology and Approach to the Assignment

1. FORM OF TENDER (In Company letterhead. This should be submitted as financial proposal and separate from Technical proposal)

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of*[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.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2020

[signature]*In the capacity of]*

Duly authorized to sign tender for and on behalf of_____

Name of the Firm

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/

2. PRICE SCHEDULE FOR SERVICES

Use the format below to prepare your financial proposal which should be submitted separate from the technical proposal.

S/No.	DESCRIPTION	Unit	QTY	Unit Price	Total Price
1.	Provision of Public Relations (PR) Agency Services as per terms of reference	Monthly	12		
2	Others (if any) Give details				
	Sub – Total				
	Add VAT				
	TOTAL				

We undertake, if our tender is accepted, to render the services in accordance with the schedule rates specified herein above.

Name of the Firm:

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Date:.....

Company Rubber Stamp/Seal.....

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 certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 General Business Name Location of Business Premises Plot No,Street/Road..... Postal addressCode.....City/Town..... Tel No.Website.....: Email..... Website:..... Nature of Business Registration Certificate No..... Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch.....																								
Part 2 (a) – Sole Proprietor Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																								
Part 2 (b) – Partnership Given details of partners as follows <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>					Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																					
1.																					
2.																					
3.																					
4.																					
Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>					Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																					
1.																					
2.																					
3.																					
4.																					
Date.....Signature of Candidate.....																								

5. SELF DECLARATION FORMS

REPUBLIC OF KENYA

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O. Box being a resident of..... in the Republic of do hereby make a statement as follows: -

- A. THAT** I am the Chief Executive/Managing Director/Principal Officer/ Director of (*insert name of the Company*) who is a Bidder in respect of Tender No.
For..... (*insert tender title/ description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
- B. THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.
- C. THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*name of the procuring entity*)
- D. THAT** the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
- E. THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

Name:
Title:.....
Signature:.....
Date:.....

Bidder's Official Stamp:

6. TENDER-SECURING DECLARATION FORM

The Bidder shall complete this Form in accordance with the instructions indicated

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:..... [insert complete name of Purchaser]

I/We, the undersigned, declare that: -

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser 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 bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid 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 instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:

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

Dated on day of, [Insert date of signing]

Seal or stamp

7. TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called "the tenderer") has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services] (hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at [name of procuring entity](hereinafter called "the Bank") are bound unto.....

[name of procuring entity] (hereinafter called "the procuring entity") in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are: 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- a) fails or refuses to execute the Contract Form, if required; or
- b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

8. PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to supply.....

[Description services] (Hereinafter called "the contract")

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day _____ of 2020.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

9. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words]. We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors _____
[name of bank or financial institution]

[address]

[date]

10. **FORMAT OF CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF**

Proposed position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: Nationality:

Membership in Professional Societies:

Detailed tasks assigned:

Key Qualifications:

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

.....

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

.....

Employment Record:

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

.....

Certification:

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

.....Date:
(Signature of staff member)

..... Date:
(Signature of authorized representative of the firm)

Full name of staff member:

Full name of authorized representative:

11. CLIENTS REFERENCE FORM

Using the format below, provide information of each item required in the project under consideration that is relevant to works for which your firm was legally contracted/implemented in the last three years. Indicate the details for companies in the private/public sector where you have undertaken/are undertaking in the following format.

NO.	NAME OF CLIENT	CONTRACT PERIOD	TELEPHONE	DATE OF CONTRACT	CONTRACT VALUE
1					
2					
3					
4					
5					

Name of Signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

NB: The Authority reserves the right to ask for confidential recommendations from the above clients.

12. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND SERVICES AND FACILITIES TO BE PROVIDED BY THE IRA

Please give comments on terms of reference/specifications using the format below:

ON THE TERMS OF REFERENCE:

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

ON THE DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:

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

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Please give detailed methodology and work plan in performing the assignment

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary