

# **PUBLIC PROCUREMENT REGULATORY AUTHORITY**

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NAIROBI  
KENYA

## **REQUEST FOR PROPOSAL (RFP)**

### **FOR**

## **PROVISION OF EVENT MANAGEMENT AND LOGISTICAL SUPPORT FOR THE 11<sup>TH</sup> EAST AFRICAN PUBLIC PROCUREMENT FORUM (EAPF)**

**TENDER NO. PPRA/RFP/004/2018-2019**

**SUBMISSION DEADLINE -25<sup>TH</sup> SEPTEMBER 2018**

**10<sup>TH</sup> FLOOR, NATIONAL BANK BUILDING**

**HARAMBEE AVENUE**

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## SECTION I - LETTER OF INVITATION

TO: *(Name and Address of Consultants)*

Dear Sir/Madam,

RE: **RFP FOR PROVISION OF EVENT MANAGEMENT AND LOGISTICAL SUPPORT FOR THE 11<sup>TH</sup> EAST AFRICAN PROCUREMENT FORUM (EAPF) TENDER NO PPRA/RFP/004/2018-2019**

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PPRA invites Proposals from interested eligible firms to provide Consultancy Services in event management and logistical support for the 11<sup>th</sup> East African Public Procurement Forum (EAPF)

Details of the required information can be downloaded **FREE OF CHARGE** from [www.ppra.go.ke](http://www.ppra.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Tenderers who download the document should register with the Authority through [ppra.go.ke](http://ppra.go.ke) to access any clarifications or addendum issued.

Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of **120** days from the closing date of the Proposal.

Tenders must be accompanied by a **Tender Security of Kenya Shillings One Hundred Thousand Only (Kshs 100,000)** in form of a guarantee from a reputable bank or an insurance company approved by PPRA payable to the Director-General, Public Procurement Regulatory Authority. The tender security should be valid for **150 days** from the opening date of the proposal.

Proposals must be accompanied by duly filled and signed self-declarations forms in the format provided in the proposal which are: Self-declaration statement that the consultant shall not engage in any corrupt and fraudulent practices; Self-declaration that the consultant is not debarred from participating in Public Procurement.

Each copy of the tender shall be paginated serially, prior to submission.

Completed tender documents **MUST** be enclosed in plain sealed envelopes, marked with the **Tender Number and Name** and be deposited in the tender box provided at PPRA Offices, located on **10<sup>th</sup> floor, National Bank Building, Harambee Avenue, Nairobi** during working hours. **The tenders should be** addressed to:

**The Director-General,  
Public Procurement Regulatory  
Authority  
P. O. Box 58535 – 00200,  
NAIROBI**

So as to be received on or before Tuesday, 25<sup>th</sup> September 2018 at 10.00 am.

Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend. The opening will be at the **Board Room, 10<sup>th</sup> floor, National Bank Building, Harambee Avenue.**

A consultant will be selected under **Quality Cost Based Selection (QCBS)** described in this RFP, in accordance with the provisions of the Public Procurement and Asset Disposal Act [PPADA] 2015

PPRA reserves the right to accept or reject any tender and may 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.

**DIRECTOR-GENERAL**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **2.0. General Provisions - Definitions**

- (i) “Client” means the Public Procurement Regulatory Authority (PPRA).
- (ii) “Consultant” means the firm that has signed the contract with PPRA.
- (iii) “Contract” means a legally binding written agreement signed between PPRA and the Consultant and includes all the attached documents listed in Conditions of Contract.
- (iv) “Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in shortlisting the Consultant’s invited to submit proposals.
- (v) “Non-Key Personnel” means an individual professional provided by the Consultant who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (vi) “Proposal” means the Technical and Financial Proposal of the Consultant.
- (vii) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (viii) “TORs” means the “Terms of Reference” that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of PPRA and the Consultant, and expected results and deliverables of the assignment.

### **2.1 Introduction**

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where PPRA intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Consultants are encouraged to liaise with PPRA regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference

where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 2.1.4 PPRA will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to PPRA are not reimbursable as a direct cost of the assignment; and (ii) PPRA is not bound to accept any of the proposals submitted.
- 2.1.6 PPRA’s employees, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 There shall be no price charged for the RFP document downloaded.
- 2.1.8 The procuring entity shall allow the tenderer to review the RFP document free of charge.

## **2.2 Clarification and Amendment of RFP Documents**

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

## **2.3 Preparation of Technical Proposal**

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall

not associate with the other Consultants invited for this assignment. Firms associating in contravention of this requirement shall automatically be disqualified.

In all cases the shortlisted firm must ensure that **proposed key staffs** are not appearing on the proposal of any other shortlisted firm. Firms with proposed key staff in contravention of this requirement shall automatically be disqualified.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in the Appendix to Information to Consultants, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by PPRA.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of Training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (**Section IV**). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the Consultants, the sub-Consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for **120** days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. PPRA will make its best effort to complete negotiations within this period. If PPRA wishes to extend the validity period of the proposals, the Consultants shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original Technical Proposal and, if required, Financial Proposal; shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the Consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The Tenderer is required to SERIALIZE all pages for each bid submitted whether Serially printed or hand typed.**
- 2.5.4 The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copy of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer



envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and is clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

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

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

## **2.6 Proposal Evaluation General**

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

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

## **2.7.0 Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated in the Appendix to information to consultants.

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

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

2.8.1 After Technical Proposal evaluation, PPRA shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. PPRA shall simultaneously notify the Consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those Consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. PPRA shall prepare minutes of the public opening.

- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:  $Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal and P= the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 **The tender evaluation committee shall evaluate the tender within 21days from the date of opening the tender.**
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by PPRA within 30 days of receiving the request.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address as "address to send information to PPRA" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. PPRA and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from PPRA to ensure satisfactory implementation of the assignment.

- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, PPRA expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, PPRA will require assurances that the experts will be actually available. PPRA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations PPRA and the selected firm will initial the agreed Contract. If negotiations fail, PPRA will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 PPRA shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, PPRA will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 PPRA may at any time terminate procurement proceedings prior to notification of tender award and shall not be liable to any person for the termination.
- 2.10.5 PPRA shall give notice of the termination to all persons who submitted tenders within fourteen days of termination and such notice shall contain the reason for termination.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted

the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 PPRA requires that the Consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he/she has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 PPRA will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INFORMATION TO CONSULTANTS

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

### Clause Reference

2.1.1 The name of client is: **Public Procurement Regulatory Authority**

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

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

The name, objectives, and description of the assignment are: **Consultancy Services to provide for event management and logistical support for the 11<sup>th</sup> East African Public Procurement Forum**

2.1.3 A pre-proposal conference will be held on **19<sup>th</sup> September 2018**

**All enquiries regarding the RFP and the assignment can be made to:**

**Principal Corporate Communication Officer  
National Bank Building, 11<sup>th</sup> Floor  
P. O. Box 58535-00200  
NAIROBI**

**Tel: +254 (020) 3244000  
Facsimile: +254 (020) 2213105, 3244377, 3244277  
E-mail: [info@ppra.go.ke](mailto:info@ppra.go.ke) and copy to [corporateservices@ppra.go.ke](mailto:corporateservices@ppra.go.ke)**

2.1.4 PPRA will provide the following inputs:

*The PPRA will make available to the Consultants the following*

- (i) Hiring of venue*
- (ii) Provide a liaison officer who will maintain regular contact with the consultant on matters relating to this Forum*

Additional information in the Technical Proposal includes: **NONE**

2.1.7 No Price will be charged for RFP Document downloaded. The Download is free.

**Bidders who download the document MUST forward their particulars for recording to [info@ppra.go.ke](mailto:info@ppra.go.ke) to ensure that they receive clarifications/addendum that are issued appropriately, if any.**

**2.2.1 Consultants** may request a clarification of any of the RFP documents only up to seven (7) days before the proposal submission date.

2.3.3(i) Joint Venture **NOT** allowed

2.3.3 (ii) The estimated period within which successful consultant will be expected to undertake and conclude assignment is **45 days**.

Request for proposals is through direct advertisement and therefore short listing of firms is not applicable

2.3.4 Training is a specific component of this assignment: No.

2.4.1 Reimbursable expenses -**Not Applicable**

2.4.2 Taxes: **All applicable taxes to be included in the Financial Proposals**

2.5.2 Consultants must submit an original and additional **one (1 No.)** copy of the **technical proposal**. Consultants must submit an original and additional **one (1No.)** copy of the **financial proposal**.

**2.5.3 The Tenderer is instructed to SERIALIZE all pages for each bid submitted (whether Serially printed or hand typed).**

2.5.4 The proposal submission address is:

**The Director-General  
Public Procurement Regulatory Authority  
National Bank Building  
P. O. Box 58535-00200  
NAIROBI**

**PROPOSALS TO BE DEPOSITED IN THE TENDER BOX ON 10<sup>TH</sup> FLOOR,  
NATIONAL BANK BUILDING, HARAMBEE AVENUE.**

Information on the outer envelope should also include:

**The Director General  
Public Procurement Regulatory Authority  
11<sup>th</sup> Floor, National Bank Building, Harambee Avenue  
P.O. Box 58535- 00100 Nairobi, KENYA.**

and the information; **PROVISION OF EVENT MANAGEMENT AND LOGISTICAL SUPPORT FOR THE 11<sup>TH</sup> EAST AFRICAN PUBLIC PROCUREMENT FORUM (PPRA/RFP/004/2018-2019)** and clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.5 Proposals must be submitted no later than Tuesday, 25<sup>th</sup> September 2018 **at 10.00 am.**

2.6.1 The address to seek any information to PPRA is:

**Principal Corporate Communication Officer  
National Bank Building, 11<sup>th</sup> Floor  
P. O. Box 58535-00200  
NAIROBI**

**Tel: +254 (020) 3244000**

**Facsimile: +254 (020) 2213105, 3244377, 3244277**

**E-mail: [info@ppra.go.ke](mailto:info@ppra.go.ke) and copy to corporateservices@ppra.go.ke**

2.7.1 The Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Mandatory Requirements of the RFP and Terms of Reference, applying the evaluation criteria as follows:

**(a) Preliminary Evaluation Criteria (Mandatory Requirements);**

- (i) Submit an original copy and additional (1 No.) copy of the technical and financial proposals**
- (ii) Submit the Bid security of KES 100,000 from a reputable bank or an insurance company approved by PPRA valid for at least 150 days from the date of tender/proposal opening.**
- (iii) Submit a dully filled Technical Proposal Submission Form**
- (iv) Submit a copy of the Certificate of Registration/Incorporation.**
- (v) Submit a copy of the Valid Tax Compliance Certificate.**
- (vi) Dully filled Confidential Business Questionnaire**
- (vii) Dully fill the provided self-declaration form that the firm and the consultants are not debarred from participating in Public Procurement.**
- (viii) Dully fill the provided self-declaration form that the firm and the consultants will not engage in any corrupt practice.**

**NB: Only bidders who pass the preliminary stage will proceed to technical evaluation**

## (b) Technical Evaluation Criteria

The proposals shall be evaluated using the following criteria and score points:

No.	Item & Sub-criteria Description	Marks
1.	<b>Relevant experience for the assignment</b>  (i) The firm has been in business/incorporated/registered for the last three(3) years  (ii) Provide specific experience of the firm in management of at least 2 international fora/ events held in Kenya or East African region over the last five (5) years in the format provided for in <b>Firm's References form (25mks)</b> <ul style="list-style-type: none"> <li>• 4 and more events <b>(25mks)</b>;</li> <li>• 3 events <b>(20mks)</b>;</li> <li>• 2 events <b>(15mks)</b>;</li> </ul> ✓ Attach copies LSO/contract agreements and recommendation letters (NB: Each event must have attracted at least 50 participants from various countries.  ✓ The LSO/contract and recommendation letters must relate to the contracts listed in firm's reference forms)  (iii) Proof that the firm is a member of any of the following bodies <ul style="list-style-type: none"> <li>✓ Public Relations Society of Kenya,</li> <li>Marketing Society of Kenya, <b>or</b></li> <li>✓ Event Managers Association of Kenya. Attach certificate</li> </ul>	
	<b>Sub-Total Max (1)</b>	<b>25</b>
2.	<b>Proposed methodology, plan and work approach to cover the contract period. (Refer to Section III (Adequacy and Description of the Methodology and Work Plan for Performing the Assignment))</b>  <b>(a) Technical Approach and Methodology</b> <ul style="list-style-type: none"> <li>• Detailed explanation of the methodology in terms of the scope and their linkage to expected outputs</li> </ul>	15
	<b>(b) Work Plan</b> <ul style="list-style-type: none"> <li>• Clear presentation of activities and outputs in a logical chart with timelines linked to deliverables/ outputs</li> </ul>	10
	<b>(c) Organization and Staffing (5 marks)</b>  (i) the organizational structure <b>(1 mark)</b> (ii) composition of the Consultant's team: <ul style="list-style-type: none"> <li>○ list of the main disciplines of the assignment <b>(1 mark)</b></li> <li>○ the key personnel/staff <b>(1 mark)</b></li> <li>○ proposed support staff <b>(1 mark)</b></li> </ul> (iii) Filing of Staffing <b>Form (1 mark)</b> .	5
	<b>Sub-Total Max (2)</b>	<b>30</b>
3.	<b>Competence of the key staff for the Assignment with evidence provided ( Attach CV's Signed by each respective owner and in the format provided in Section III (format of CV for proposed professional staff) and copies of certificates for each person</b>	



No.	Item & Sub-criteria Description	Marks
	<p><b>Lead consultant must:</b></p> <p>(i) Have a bachelor's Degree in Communications, Public Relations, Marketing on related field. <b><i>Must provide degree certificate</i></b></p> <p>(ii) Be a member of Public Relations Society of Kenya or Marketing Society of Kenya. <b><i>Must provide a Proof of membership/ certificate</i></b></p> <p>(iii) Have at least five (5) years' experience in event management (<b>12mks</b>)</p> <ul style="list-style-type: none"> <li>• Over 6 years (12mks)</li> <li>• 5-6 years (10mks);</li> </ul>	12
	<p><b>A. Event and Media Planner must:</b></p> <p>(i) Have at least a Diploma in communications, Public Relations, marketing or related field. <b><i>Must provide certificate(s)</i></b></p> <p>(ii) Have at least three (3) years' experience in event management(<b>6mks</b>)</p> <ul style="list-style-type: none"> <li>• Over 4 years (6mks)</li> <li>• 3-4 years (5mks)</li> </ul> <p><b>B. Event and Media Planner is a member of Public Relations Society of Kenya of Marketing Society of Kenya. <i>Must provide a Proof of membership/ certificate(2mks)</i></b></p>	8
	<p><b>A. Communications and Public Relations Expert must:</b></p> <p>(i) Have a Degree in communications, Public Relations , marketing or related field. <b><i>Must provide a degree certificate</i></b></p> <p>(ii) Have at least three (3) years experience in communications, Public Relations or event management (<b>6mks</b>)</p> <ul style="list-style-type: none"> <li>• Over 4 years (6mks)</li> <li>• 3-4 years (5mks);</li> </ul> <p><b>B. The Communications and Public Relations Expert is a member of Public Relations Society of Kenya or Marketing Society of Kenya. <i>Must provide a Proof of membership/ certificate (s) (2mk)</i></b></p>	8
	<p><b>Graphic designer:</b></p> <p>(i) Must have a at least Diploma in graphic design <b><i>Must provide certificate(s)</i></b></p> <p>(ii) Must have at least three (3) years experience in design work and development of new media/social media commercials/adverts. management (<b>6 mks</b>)</p> <ul style="list-style-type: none"> <li>• Over 4 years (6mks)</li> <li>• 3-4 years (5mks);</li> </ul> <p>Provide a link to portfolio that shows the work done previously (e.g.</p>	8

No.	Item & Sub-criteria Description	Marks
	personal blog, <a href="https://www.behance.net/">https://www.behance.net/</a> e.t.c)	
	<b>Provide CVs only for the following three (3) other staff</b> (i) Participant's coordinator (ii) Set up and Branding coordinator (iii) Ushering coordinator	9
	Provide a list of five (5) ushers who will be engaged in the exercise. (CVs not required).	
	<b>Sub-Total Max (3)</b>	<b>45</b>
<b>Total Technical Evaluation Score</b>		<b>[100]</b>

**The minimum Technical Points (TP) required to pass is: 70 Marks**

The minimum technical score required to qualify for financial evaluation shall be **70 Marks**. Bidders who attain this pass mark will progress to financial evaluation. Bidders who score less than the pass mark will be considered non-responsive and will be disqualified from further evaluation.

Financial proposals for bidders who do not qualify for financial evaluation will be returned unopened.

## **2.8. The Financial Proposal Evaluation.**

The Financial proposals of qualified firms will be opened and checked for any arithmetical errors and any anomalies. .

2.10.1 The opening date of the financial proposals shall be the date indicated in the notification letter.

2.10.2 Alternative formulae for determining the financial scores: **N/A**

**The Combined Technical And Financial Scores Shall Be Determined Using The Formula In Clause 2.8.5. The Weights Given To The Technical And Financial Proposals Are:**

$$T= 0.70$$

$$P= 0.30$$

**The highest ranked Bidder May be invited by the Authority for Negotiations.**

2.10.3 The assignment is expected to commence immediately after signing of the contract

## **SECTION III: - TECHNICAL PROPOSAL**

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

#### **TECHNICAL PROPOSAL FORMS**

The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all technical submissions as required in paragraphs 2-7 herein and the technical proposal forms provided.

**3.1** In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

**3.2** The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

REF NO **RFP PPRA/RFP/004/2018-2019**

Dated \_\_\_\_\_

**TO:**

The Director General  
Public Procurement Regulatory Authority  
11<sup>th</sup> Floor, National Bank Building, Harambee Avenue  
P.O Box 58535 – 00100  
**Nairobi, Kenya.**

Dear  
Sir,

**REF: PROVISION OF EVENT MANAGEMENT AND LOGISTICAL SUPPORT FOR THE 11<sup>TH</sup> EAST AFRICAN PUBLIC PROCUREMENT FORUM**

We, the undersigned, offer to provide the consultancy services for event management and logistical support for the 11<sup>th</sup> East African Public Procurement Forum in accordance with your request for proposals dated *[insert date]*. We are hereby submitting our Technical Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal.

We hereby declare  
that:

- (a) All the information and statements made in this Technical Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by PPRA.
- (b) Our Proposal shall be valid and remain binding upon us for the period of **120** days from the date of tender/proposal opening.
- (c) We have no conflict of interest as indicated in the Information to Consultants.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of Kenya
- (e) We undertake to negotiate a Contract on the basis of the technical proposal to carry out the assignment. We accept that there will be no substitution of key personnel for reasons, other than those stated in the Information to Consultants which may lead to the termination of Contract negotiations and even the contract itself.
- (g) Our Proposal is binding upon us and it is subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the

negotiated contract. We understand that PPRA is not bound to accept any Proposal that it receives.

We remain, Yours Sincerely,

Authorized Signature \_\_\_\_\_

Name of Consultant \_\_\_\_\_

Address \_\_\_\_\_

Contact phone \_\_\_\_\_

Contact e-mail address): \_\_\_\_\_

STAMP OR SEAL \*\*\*\*\*

## 2. FIRM'S REFERENCES

### Relevant Services carried out in the Last five years That Best Illustrate Qualifications

Provide a section on the profile of the firm, including relevant experience on services carried out over the last five years, indicating the actual contracts carried out, the estimated costs, and their references (person who can be contacted, telephone number and email address). Using the format below, provide information on each assignment (not less than two assignments-fill not more than five (5) related assignments) for which your firm either individually, as a corporate entity or in association, was legally contracted or provide supporting documentary evidence.

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

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

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

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

Provide and justify here any modifications or improvement to the Terms of Reference to improve performance in carrying out the assignment, such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point, and incorporated in your Proposal. Also provide comments on counterpart staff and facilities to be provided by PPRA to improve performance in carrying out the assignment.

On the Terms of Reference:

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

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

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

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

Provide a section on **Approach, Methodology and Work plan** for performing the assignment that should include:

- (a) Technical Approach and Methodology,
  - (b) Work Plan, and
  - (c) Organization and Staffing,
- (a) **Technical Approach and Methodology.** In this chapter the Consultant should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance, and explain the technical approach the Consultant would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) **Work Plan.** In this chapter the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by PPRA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the “ACTIVITY (WORK) SCHEDULE FORM” on Paragraph 7 below.
- (c) **Organization and Staffing.** In this chapter the Consultant should propose the structure and composition of the Consultant’s team. The Consultant should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. In addition to describing the structure and composition of the Consultant’s team, the Consultants shall summarize it on the **Staffing Form** below.

#### 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

##### **STAFFING FORM**

	<b>Name of Key Personnel</b>	<b>Position</b>	<b>Tasks</b>	<b>Time required for assignment (days)</b>
1		Lead Consultant		
2		Event and Media planner		
3		Communications and Public Relations Expert		
4		Graphic Designer		
	<b>Name of Non-Key Personnel</b>			



	Name of Key Personnel	Position	Tasks	Time required for assignment (days)
1				
2				
3				
4				
5				
6				

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

The Consultant shall provide a signed CV of each of the Key Personnel on the Format of Curriculum Vitae for individual Consultants outlined below.

### (a) Identification

1. Full Names: \_\_\_\_\_ (End with Family Name)
2. Date of birth: \_\_\_\_\_
3. Nationality \_\_\_\_\_
4. Years of Working experience: from \_\_\_\_\_ to \_\_\_\_\_
5. Present Position \_\_\_\_\_
6. Key Personnel position in the Proposal \_\_\_\_\_

### (b) Education

	Institution / Dates	Degree(s) or Diploma(s) obtained:
1		
2		
3		
4		
5		
6		

### (c) Language skills

Indicate competence on a scale of 1 to 3 (1 -excellent; 2 – Good, 3 - Fair)

	Language	Reading	Speaking	Writing
1				
2				
3				
4				

### (d) Membership of Professional Bodies

Provide information Professional Bodies that the staff belongs, including year of enrollment.

**(e) Key qualifications/skills and experience**

Provide information relevant experience as per clause 5.13 of the terms of reference (**TORs**)

**(f) Employment record**

Provide information on employment starting with present position going back for every employment held since graduation, giving for each employment dates of employment, name of employer, positions held and tasks of the employment. Highlight information on employment tasks that best illustrate staff capability to handle the tasks under the assignment.

**(g) Professional experience**

If the staff member has worked as a consultant, provide work experience and assignments carried out using the format of the form below.

No.	Date (from – to)	Location/ Country	Company & reference person	Position	Description of Assignment
1					
2					
3					
4					
5					

**(h) Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of staff member or authorized representative of the staff]  
Day/Month/Year

Date: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. ACTIVITY TIME SCHEDULE FOR THE ASSIGNMENT

The Consultant will prepare an activity schedule that will take care of all activities of the assignment, . The Consultant will organize Teams and time table to complete the assignment . To this end, the Consultant will prepare an activity schedule that would closely follow (but not necessarily be same as) the “Activity (Work) Schedule Format” below. The Consultant should derive these activities from the TORs final report in sufficient detail. A few shading examples are provided for easy reference on the Table below.

### **Activity (Work) Schedule Format)**

	ACTIVITY	Number of Staff required	Number of Weeks required	1	2	3	4	5	6
1	Submit event and media plan								
2	Undertake pre-conference activities								
3	Design, produce and deliver conference								
4	Undertake during-conference activities								
5	Undertake communications and								
6	Submit the forum's								

## SECTION IV: - FINANCIAL PROPOSAL

The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all financial submissions as required herein and in the financial proposal forms provided.

### 1. **FINANCIAL PROPOSAL SUBMISSION FORM**

REF NO **RFP PPRA/RFP/004/ 2018-2019**

Dated \_\_\_\_\_

TO:

The Director General  
Public Procurement Regulatory Authority  
11<sup>th</sup> Floor, National Bank Building, Harambee Avenue  
P.O Box 58535 – 00100  
**Nairobi, Kenya.**

Dear Sir,

### **REF: FINANCIAL PROPOSAL FOR PROVISION OF EVENT MANAGEMENT AND LOGISTICAL SUPPORT FOR THE 11<sup>TH</sup> EAST AFRICAN PUBLIC PROCUREMENT FORUM**

- (a) We, the undersigned, offer to provide the consulting services for the Development of a Strategic Plan for the Public Procurement Regulatory Authority in accordance with your request for proposals dated *[insert date]* and our Technical Proposal. We are hereby submitting our Financial Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal. Our attached Financial Proposal is for the sum of \_\_\_\_\_ (In \_\_\_\_\_ words) Shillings..... (In \_\_\_\_\_ figures) Shillings ..... This amount is inclusive of all taxes levied in Kenya or in other countries, which shall be identified during negotiations and shall be added to the contract price.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. Proposals must remain valid for **120 days from the closing date of the proposal/tender** as indicated in the instructions to Consultants.
- (c) No commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are allowed in our price proposal.
- (d) We understand you are not bound to accept any Proposal you receive.

We remain, Yours Sincerely,

Authorized Signature \_\_\_\_\_

Name of Consultant \_\_\_\_\_

Address \_\_\_\_\_

Contact phone \_\_\_\_\_

Contact e-mail address): \_\_\_\_\_

STAMP

OR

SEAL

\*\*\*\*\*

1. **BREAKDOWN OF CONTRACT PRICE** (All costs in Kenya Shillings inclusive of all taxes, insurances, overheads and profit).

(a) **Fee Remuneration**

KEY PERSONNEL	POSITION	Rate Per Day	Time input in Days for	Time input in days for	Total time Input (days)	Total cost	comments (if any)
	Lead Consultant						
	Events and Media Planner						
	Communications and Public Relations Expert						
	Graphic Designer						
<b>NON-KEY PERSONNEL</b>							
Total Cost For A							
<b>(B) Add for Profit and Overheads</b>							
Total Cost Carried to Financial Submission Form							

**Total cost from Table above (in words).....**

.....

**Signed.....(Consultant)**

**Date & Stamp.....**

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

### **TERMS OF REFERENCE FOR PROVISION OF EVENT MANAGEMENT AND LOGISTICAL SUPPORT FOR THE 11<sup>TH</sup> EAST AFRICAN PUBLIC PROCUREMENT FORUM**

#### **BACKGROUND**

The East Africa Public Procurement Forum (EAPF) is a meeting of the public procurement regulatory bodies from the EAC member states which is held annually on a rotational basis since 2008. Approximately 300 delegates from Burundi, Kenya, Rwanda, Tanzania and Uganda gather to deliberate on public procurement agenda in the region. Participants come from the Public Sector, Private Sector, Professional Organizations, Civil Society and Training Institutions, among others.

The objective of the annual forum is to enhance interaction between different actors in public procurement in the East African Community and to give stakeholders an opportunity to share their experiences and efforts towards improving and harmonizing the public procurement landscape in the region.

At the 10<sup>th</sup> EAPF held in Kampala – Uganda on from 1st to 3<sup>rd</sup> November, 2017, Kenya was given the mantle to organize and host the 11<sup>th</sup> Forum. The focal point for hosting and organizing the Forum is the Public Procurement Regulatory Authority (PPRA) – Kenya.

In this regard PPRA is seeking the services of an event management consultant to organize and manage the 11<sup>th</sup> East African Public Procurement Forum. We expect 300 participants to participate in the forum.

#### **Tentative Schedule of event**

<b>Date (tentative dates)</b>	<b>Time</b>	<b>Event(s)</b>
14 <sup>th</sup> November 2018	8.00am to 5.00 pm	Conference
	6.00 pm to 9.00 pm	Cocktail
15 <sup>th</sup> November 2018	8.00am to 5.00 pm	Conference
	6.00 pm to 11.00 pm	Gala dinner
16 <sup>th</sup> November 2018	8.00am to 5.00 pm	Conference

**This schedule will be adjusted accordingly=y based on availability of venue.**

#### **SCOPE OF WORK**

Generally, the consultant will be expected to undertake a comprehensive management of the events; conference, cocktail and Gala dinner. In consultation with PPRA, the Consultant/firm will provide and manage the required services before, during and after the conference within Nairobi.

Specifically, the consultants will be required to carry out the following tasks:

- a) Develop a detailed work-plan including main objectives, specific activities and timeframe. The work plan should include but not limited to:
  - i) events plan (Conference, Cocktail party and the Gala dinner)
  - ii) floor plans for each event
  - iii) media plan (Conference and the Gala dinner)
- b) Mobilize , engage and manage media to cover the Forum

- c) Design, produce, deliver and set conference, promotional items and branding materials (as per schedule provided)
- d) Source and manage entertainment groups/teams as follows;
  - (i) Choir or band for the opening ceremony
  - (ii) Traditional dancers group or a cultural troupe for the dinner
  - (iii) Special performance through spoken word on procurement for dinner event (an individual)
  - (iv) DJ Services for dinner and cocktail
  - (v) A renown/reputable Master of Ceremony
- e) Undertake videography and photography for the event (submit raw and edited versions in DVD and CDs)
- f) Coordinate airport transfers (arrival and departure) for the guests
- g) Coordinate guest transfers between hotels and conference venue
- h) Coordinate hotel accommodations
- i) Coordinate and manage the conference table and ushering
- j) Prepare Progress reports on the activities undertaken following given approvals (Weekly reporting)
- k) Provide secretariat and rapporteur services during the conference
- l) Prepare and submit Final Forum report, including media coverage (with press cuttings as evidence of coverage), participant's feedback, lessons learned, key recommendations, challenges and follow up actions (within 3 weeks after event)

The below are the specifications for the services and tasks being requested under this assignment.

### **PRE- CONFERENCE ACTIVITIES**

- i) Compile confirmed registration list of participants
  - ii) Identify and pre-negotiate accommodation for self paying participants at alternate hotels (provide full details of the hotels including location)
  - iii) Prepare a logistical note for the forum
  - iv) Manage Airport transfers (pick and drop) for 100 international participants
- .NB. PPRA will source for transport services**

### **DURING CONFERENCE ACTIVITIES**

<b>Area</b>	<b>Activities/items required</b>
Arrangement of meeting rooms (Main conference room, VIP lounge and break away rooms)	<ul style="list-style-type: none"> <li>• Source and manage a choir/live band for the opening ceremony only</li> <li>• Venue décor, and branded drapery</li> <li>• Branded glass podium</li> <li>• Banners' set up(including for all the sponsors)</li> <li>• Pre- organized sitting arrangement for all delegates</li> <li>• Provide and set-up flags for all the represented Countries ( Kenya, Uganda, Tanzania, Rwanda and Burundi)</li> </ul>



Area	Activities/items required
	<ul style="list-style-type: none"> <li>• Prepare table tags and place them on tables as per the pre-organised sitting arrangement</li> <li>• Provide voice over and words projection for EAC and Kenya National Anthem</li> </ul>
Provision and set up of audio- visual equipment	<ul style="list-style-type: none"> <li>• Sound and public-address system</li> <li>• Three (3) plasma screens, 55 inches</li> <li>• Three (3) portable microphones</li> <li>• Six (6) goose neck microphones for the high table</li> <li>• Two (2) laptops for screening</li> <li>• Control and service management of all equipment including the projector</li> <li>• Provide a hansard system to record proceedings</li> </ul>
Registration desk logistics and support	<ul style="list-style-type: none"> <li>• Prepare registration forms</li> <li>• Organise and issue conference badges to all delegates, media and ushering team</li> <li>• Prepare conference information pack in soft copies (flash drive) and share with delegates</li> <li>• Prepare and distribute on arrival information pack to participants</li> <li>• Organise and issue conference materials to all delegates</li> <li>• Usher guests</li> <li>• Provide all necessary information as requested by the delegates</li> <li>• Ensure that the registration desk is manned throughout the conference period</li> </ul>
Master of ceremony and rapporteur support	<ul style="list-style-type: none"> <li>• Provide two (2) experienced/renown masters of ceremony/moderator with an understanding of public procurement industry and its operating environment</li> <li>• <b>NB: The MCs will also provide services at the cocktail and gala dinner events</b></li> <li>• Set up secretariat room with all necessary materials</li> <li>• Provide rapporteur services for the conference (3 days)</li> <li>• Provide a recap for each day of the conference (10-minute presentation. The format to be used will be guided by PPRA</li> </ul>
Cocktail event	<ul style="list-style-type: none"> <li>• Liaise with the hotel on the cocktail arrangement</li> <li>• Provide décor and cocktail set up</li> <li>• Provide stage and podium</li> <li>• Provide entertainment (live band)</li> <li>• Provide Master of ceremony</li> </ul>
Dinner event(African themed)	<ul style="list-style-type: none"> <li>• Design and print invitation card for gala dinner event</li> <li>• Issue gala dinner invitation cards during day two of the conference</li> <li>• Provide décor, ambience and set up for the dinner venue(chair dressing, overlays, themed centre pieces, branding with drapery, flowers and accessories, Stage and trussing/backdrop, LED par</li> </ul>

Area	Activities/items required
	<p>can lighting on truss, Moving headlights, Extra lighting for the stage)</p> <ul style="list-style-type: none"> <li>• Provide sound and public-address system <ul style="list-style-type: none"> <li>○</li> </ul> </li> <li>• Prepare, design and print branded programmes and menu for the dinner</li> <li>• Provide entertainment during the dinner (traditional dancers or cultural troupe, professional DJ and special performance through spoken word on procurement</li> <li>• Provide Emceeing service throughout the dinner session</li> <li>• Prepare talking points for the dinner speakers</li> <li>• Ensure media coverage during the dinner</li> <li>• Issue giveaways during the gala dinner</li> </ul>



### COMMUNICATION AND PUBLIC RELATIONS ACTIVITIES

Area	Activities/items required
Media Management	<ul style="list-style-type: none"> <li>• Prepare and place two (2) high quality TV commercials prior to the event ( in two mainstream TV Channels)</li> <li>• Develop and display ads in two (2) mainstream newspapers (one should be an East African newspaper or publication</li> <li>• Develop social media commercials</li> <li>• Invite at least ten (10) media houses with representation from four top media houses during the conference event</li> <li>• Organise a media interview session during the conference</li> <li>• Prepare and share press release to media</li> <li>• Provide press kits during briefings</li> <li>• Implement proposed media plan</li> </ul>
Speeches and speaking notes	<ul style="list-style-type: none"> <li>• Prepare speeches for the Chief Guest</li> <li>• Prepare speaking notes for the Dinner Guest of Honor and other speakers</li> </ul>
Protocol and reception management	<ul style="list-style-type: none"> <li>• Co-ordinate with Government protocol office</li> <li>• Liaise with Guest of honor's security detail</li> </ul>
Conference and exhibitions	<ul style="list-style-type: none"> <li>• Provide and set up tables and chairs for all the exhibitors</li> </ul>
Conference sponsorship management	<ul style="list-style-type: none"> <li>• Identify suitable institutions PPRA may partner with ( at least 5 sponsors)</li> <li>• Develop sponsorship categories for the conference and showcase derived value for the sponsor</li> <li>• Make follow ups on each sponsors</li> <li>• Liaise with institutions that will have agreed to sponsor the conference on logistical requirements</li> </ul>
Photography and videography	<ul style="list-style-type: none"> <li>• Take photos and video during the conference, cocktail and dinner sessions</li> <li>• Identify and save specific photos as per represented countries for further sharing to the teams</li> <li>• Provide edited photos and videos in CD format to PPRA</li> </ul>

Area	Activities/items required
Ushering	<ul style="list-style-type: none"> <li>• Provide five (5) ushers- PPRA will provide other five (5) ushers</li> <li>• Provide ten (10) branded sashes for the ushers</li> <li>• Prepare a duty roaster for the ushers with proper terms of reference</li> <li>• Supervise the ushers and ensure that they are dressed to the occasion</li> </ul>

## DESIGN, PRODUCTION, DELIVERY AND SETTING OF CONFERENCE MATERIALS AND GIVEAWAYS

ITEM	DESCRIPTION
Branded conference folders	<ul style="list-style-type: none"> <li>• Color: Dark blue/Black</li> <li>• Quantity: 320</li> <li>• Technic: Embossed with PPRA logo ,slogan and forum logo</li> <li>• Type: Zipped leather, A4 Size with a pad clip and calculator</li> <li>• Sample Design: To be provided</li> </ul>
Branded Executive pens	<ul style="list-style-type: none"> <li>• Color: Dark blue or white</li> <li>• Quantity: 320</li> <li>• Type: High quality Metallic Retractable pens, with PPRA logo and Forum details embossed</li> <li>• Sample Design: Bidder to provide samples for PPRA to choose from</li> </ul>
Branded note books	<ul style="list-style-type: none"> <li>• Color: Blue or white</li> <li>• Quantity: 320</li> <li>• Type: A4 notebooks, 100 leaves plus hard case binding cover, matt laminated full colour. Inside pages printed both sides on bond 80gsm with spiral bound on the longer size. Branded with PPRA and forum details</li> </ul>
Branded flash disk	<ul style="list-style-type: none"> <li>• Color: Metallic Grey</li> <li>• Quantity: 320</li> <li>• Technic: PPRA logo and forum details embossed</li> <li>• Type: 2GB</li> <li>• Sample Design: To be provided</li> </ul>
Branded dinner invitation cards	<ul style="list-style-type: none"> <li>• Color: PPRA's corporate colour with envelops</li> <li>• Quantity: 320</li> <li>• Technic: Print Dinner invitation details in the front and dinner programme at the back</li> <li>• Type: Full colour, hard cover, laminated</li> <li>• Sample Design: Bidder to provide samples for PPRA to choose from</li> </ul>
Branded badges and lanyards	<ul style="list-style-type: none"> <li>• Color: PPRA's corporate colours</li> <li>• Quantity: 320</li> <li>• Technic: Clear plastic tags with clear details of participants and forum details inserted , Branded lanyard with conference details</li> <li>• Sample Design: To be provided</li> </ul>
Branded sashes for ushers	<p>Quantity: 10</p> <p><b><u>Sample</u></b></p>

ITEM	DESCRIPTION
	 <p>The sashes will be branded in PPRA corporate colours</p>
Conference booklet	<p>Quantity: 320</p> <p>Type: The booklet will contain final detailed schedule/programme, including list of speakers and facilitator(s); background documents (on the different sessions) and information/details about the conference. Approximate 30 pages, full colour, A4 size, Glossy, 135 gsm</p>
Banners	<ol style="list-style-type: none"> <li>1. 3 Pull up banners with PPRA Corporate colours</li> <li>2. 3 Pull up banners incorporating the forum details</li> <li>3. One spread canvas banner, 12m by 2 m with eyelets</li> <li>4. 2 tear drop banners</li> </ol>
Branded gift bags	<p>Quantity: 320</p> <p>Type: Kenyan inspired canvas type gift bags/ branded in PPRA corporate colours</p> <p><u>See sample</u></p> 
Masai Shukas	<p>Quantity: 320</p> <p>Type: Big size, original quality, heavy material Assorted Masai shukas</p> <p>PPRA Logo embroidered at the edge</p>
Key holders	<p>Quantity: 320</p> <p>Kenyan themed ( Kenyan flag colours) with PPRA logo key holder</p>

## METHODOLOGY AND WORK PLAN

The Consultants will be required to indicate the methodology to be applied, with a clear indication and justification for the techniques to be used in carrying out the assignment. Of particular importance are the lessons to be learned from managing the event. The methodology should include a detailed work plan for performing the assignment clearly indicating allocation of tasks among staff/individuals to be deployed for the assignment and the time within which each of the tasks will be completed. In addition, the Consultants should provide the sequencing of activities that will be employed to achieve the expected outcomes of the assignment and a detailed implementation chart that includes a critical path.

The Consultants will be required to manage the event as well as source information from other countries for purposes of benchmarking the results against internationally acceptable best operating practices.

## **ATTACH: METHODOLOGY FOR PROVISION OF EVENT MANAGEMENT AND LOGISTICAL SUPPORT FOR THE 11<sup>TH</sup> EAST AFRICAN PUBLIC PROCUREMENT FORUM**

### **EXPECTED OUTPUTS**

The Consultants are expected to deliver the following outputs, which will form part of the final report of the study as key deliverables.

- a) Work-plan including main objectives, specific activities, target groups and timeframe. (1 week upon contract signature )
  - i) Develop event plan ( conference, cocktail & dinner plans)
  - ii) Develop media plan ( conference & dinner plans)
- b) Media management plan
- c) Weekly Progress reports on the activities undertaken following given approvals
- d) Promotional items and branding materials
- e) Videography and photography (raw and edited version)
- f) Detailed schedule, including list of speakers and facilitator(s) and background documents (on the different sessions)
- g) Conference questionnaire to assess the relevance and quality of the conference
- h) Submit conference report as per the discussion/agenda and resolutions within 3 weeks after event)
- i) Final event report including media coverage ( with press cuttings as evidence of coverage), participant's feedback, lessons learned, key recommendations, challenges and follow up actions (within 3 weeks after event)

### **KEY PERSONNEL REQUIRED (MUST PROVIDE)**

#### **Lead Consultant**

The individual will be expected to coordinate and plan the entire conference and will be the contact person between PPRA and the consulting firm.

#### **Event and Media Planner**

The individual will be expected to undertake media management pre and during and post conference. The individual will also undertake media monitoring during the contract period.

#### **Communications and Public Relations Expert**

The individual is expected to manage speech and talking notes preparations, undertake protocol and reception management. They shall also handle the production and delivery of conference and promotional items.

#### **Graphic Designer**

The individual will be expected to undertake develop designs for the conference materials.

#### **Other staff assigned to the event**

- i. Participants' coordinator
- ii. Set up and Branding coordinator
- iii. Ushering coordinator
- iv. Ushers ( 5)

### **ESSENTIAL DUTIES AND RESPONSIBILITIES OF PPRA**

- i. PPRA will endeavor to provide as much information and documentation required and sufficient for the service provider to perform its work
- ii. PPRA will provide list/ names/contacts of the participants who are eligible to attend the forum

## **ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANT/FIRM**

### **The Successful Bidder:**

- a. Will be required to provide a liaison staff for the purpose of overall effectiveness in ensuring that the forum events take place as planned.
- b. Will be required to ensure that at all times the event program is up and running and that any problems are addressed, in addition to being communicated to PPRA.
- c. Will be required to provide necessary Insurance cover to its staff
- d. Will be required to avail experienced key personnel for the service at all times
- e. Ensure that there is a high quality of service rendered
- f. To liaise with the PPRA on a regular basis in order to report progress
- g. To communicate, in writing, to PPRA any issues and/or concerns that impact on the success of this assignment

### **DURATION OF CONSULTANCY**

The entire event management and logistical planning is estimated to last not more than **forty five (45) days**. The exercise is expected to commence immediately after the award of tender.

The Consultant firm will be required to devise appropriate strategies to generate as much information as necessary to accomplish the task **within forty five (45) days of commencement of the consultancy**.

## **5.9 ETHICAL CODE AND PROFESSIONALISM**

The Consultant shall carry out the above assignment in accordance with the highest standard of ethical competence, integrity and professionalism, having due regard to the nature and purpose of the assignment. The Consultant will at all-times and purpose, regard as strictly confidential all knowledge and information not within the public domain which may be acquired in the course of carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Client.

**The Consultants will waive all copyrights of documents, data and information prepared as part of this assignment in favour of the PPRA.**

## SECTION VI: FORM OF CONTRACT

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_) day of the month of

\_\_\_\_\_[month], [year], between  
of client] of [or whose registered office is situated at name]  
[location of office] (hereinafter called the  
"Client") of the one part AND

\_\_\_\_\_[name of consultant] of [or  
whose registered office is situated at]  
\_\_\_\_\_[location of  
office](hereinafter called the "Consultant") of the other part.

### WHEREAS

(a) PPRA has requested the Consultant to provide certain consulting services as defined in the

General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultant, having presented to PPRA that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this

Contract:

(a) The General Conditions of Contract; (b) The Special Conditions of Contract; (c) The following Appendices:

Appendix A: TERMS OF REFERENCE AND SCOPE OF SERVICES

Appendix B: CONSULTANT'S REPORTING OBLIGATIONS

Appendix C: BREAKDOWN OF PRICES, LIST OF PERSONNEL AND  
SCHEDULE  
OF RATES

Appendix D: SERVICES AND FACILITIES PROVIDED BY PPRA Appendix E:  
FORM OF ADVANCE PAYMENTS GUARANTEE

2. The mutual rights and obligations of PPRA and the Consultants shall be as set forth in the

Contract; in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) PPRA shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ *[name of client]*

*[full name of Client's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

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

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

For and on behalf of \_\_\_\_\_ *[name of consultant]*

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

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

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



## SECTION VII: GENERAL CONDITIONS OF CONTRACT

### 7.0 GENERAL PROVISIONS

**7.1.1 Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards PPRA under this Contract;
- (i) “Party” means PPRA or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**7.1.2 Law Governing the Contract** This Contract, its meaning and interpretation and relationship between the Parties shall be governed by the Laws of Kenya.

**7.1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**7.1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**7.1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as PPRA may approve.

**7.1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by PPRA or the Consultant may be taken or executed by the officials specified in the SC.

**7.1.7 Taxes and Duties.** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **7.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**7.2.1 Effectiveness of the Contract.** This Contract shall come into effect on the date Contract is signed by both Parties and such other later date as may be stated in the SC.

**7.2.2 Commencement of Services.** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

**7.2.3 Expiration of Contract.** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

**7.2.4 Modification.** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

### **7.2.5 Force Majeure**

**7.2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**7.2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**7.2.6 Extension of Time.** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**7.2.7 Payments.** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### **7.3 Termination**

**7.3.1 By PPRA.** PPRA may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as PPRA may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of PPRA, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of PPRA, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive PPRA of the benefits of free and open competition.

- (e) if PPRA in his sole discretion decides to terminate this Contract.

**7.3.2 By the Consultant.** The Consultant may terminate this Contract by not less than thirty (30) days' written notice to PPRA, such notice to be given after the occurrence of any of the following events;

- (a) if PPRA fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**7.4 Payment upon Termination** Upon termination of this Contract pursuant to Clauses

2.6.1 or 2.6.2, PPRA shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **7.5 OBLIGATIONS OF THE CONSULTANT**

### **7.5.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to PPRA and shall at all times support and safeguard PPRA's legitimate interests in any dealing with Sub Consultants or third parties.

### **7.5.2 Conflict of Interests**

#### **7.5.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised PPRA on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising PPRA on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of PPRA. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of PPRA.

#### **7.5.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**

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

#### **7.5.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

#### **7.6 Confidentiality**

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or PPRA's business or operations without the prior written consent of PPRA.

#### **7.7 Insurance to be Taken Out by the Consultant**

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub Consultants', as the case may be) own cost but on terms and conditions approved by PPRA, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at PPRA's request, shall provide evidence to PPRA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

#### **7.8 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain PPRA's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants").

## **7.9 Reporting Obligations**

The Consultants shall submit to PPRA the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

## **7.10 Documents prepared by the Consultant to Be the Property of PPRA**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of PPRA and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to PPRA together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

## **7.11 CONSULTANT'S PERSONNEL**

### **7.11.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by title as well as by name in Appendix C are hereby approved by PPRA.

### **7.11.2 Removal and/or Replacement of Personnel**

- (a) Except as PPRA may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If PPRA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) PPRA has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at PPRA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to PPRA.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **7.12. OBLIGATIONS OF PPRA**

**7.12.1 Assistance and Exemptions** PPRA shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

**7.12.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding

adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

**7.12.3 Services and Facilities** PPRA shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **7.13 PAYMENTS TO THE CONSULTANT**

**7.13.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **7.13.2 Contract Price**

The price payable in local currency is set forth in the SC.

### **7.13.3 Payment for Additional Services.**

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

### **7.13.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to PPRA specifying the amount due.

**7.13.5 Interest on Delayed Payment. Payment** shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4.

## **7.14 SETTLEMENT OF DISPUTES**

**7.14.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **7.14.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

## SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

### Number of GC Amendments of and supplements to Clauses in the Clause General conditions of contract

8.1(i) The Member in Charge is  
*Member* *[name of*

1.4 The addresses are:

Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telex; \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Consultant \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone; \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

8.2 The Authorized Representatives are:

For PPRA: \_\_\_\_\_

#### **Client Address**

The Director-General  
Public Procurement Regulatory Authority 11<sup>th</sup> floor, National Bank Building,  
Harambee Avenue P.O. Box 58535-00100, Nairobi, Kenya.  
TEL:+254023244000  
E-mail: [info@ppra.go.ke](mailto:info@ppra.go.ke)

Attention: Principal Corporate Communications Officer  
E-mail: [info@ppra.go.ke](mailto:info@ppra.go.ke)

#### **Consultant Address:**

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

Attention: Mr. /Ms \_\_\_\_\_ E-mail: \_\_\_\_\_

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations as PPRA may approve.

### **8.3 Commencement of services**

8.3.1 The date on which this Contract shall come into effect on the date the Contract is signed by both Parties, which in this case is 2017.



8.3.2 The date for the commencement of Services is not later than 14 days after the Contract is signed, which in this case is 2018.

8.3.3 The period shall be shall be **45 days** unless terminated earlier pursuant to Clause 2.6 hereof, which in this case the Contract shall expire on \_\_, 2018.

The risks and coverage shall be: The Consultant will be responsible for taking out all appropriate insurance coverage for Professional Liability and loss of or damage to equipment and property.

8.3.4 The amount in local Currency is: For Services rendered pursuant to Appendix A, PPRA shall pay the Consultant an amount not to exceed (in words.....)shillings..... (In figures). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

#### **8.4 Schedule of Payments**

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

- i. 20% of the lump-sum amount upon submission of the final event and media management plan approved by PPRA
- ii. 60% of the lump-sum amount upon delivery and acceptance of conference and promotional materials and undertaking of Pre- conference activities
- iii. The remaining 20% upon submission of final event report as specified in Section V- Terms of Reference.

#### **8.5 Payment conditions**

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below and payments will be made within thirty (30) days after the due date hereof.

## SECTION IX: APPENDICES TO THE FORM OF CONTRACT

(Proposed to list the items in main document that will form part of the contract)

### **APPENDIX A: TERMS OF REFERENCE AND SCOPE OF SERVICES**

(Insert TOR with any negotiated provisions)

### **APPENDIX B: CONSULTANT'S REPORTING OBLIGATIONS**

The consultant will report to the General Manager for Technical Services and eventually to the Director General of the PPRA as the client and the principal contact for the consultancy. The Manager for Policy and Research with the support of the officers will coordinate the day today running of the consultancy.

- (a) The Consultant shall submit a final report, photographs and videos taken as required in the TOR. The Consultant will also submit payment invoices as indicated in the Contract Section 3 (c) - *Schedule of Payments*, and any other reports required by PPRA. All documents shall (to the extent possible) be submitted electronically.

### **APPENDIX C: BREAKDOWN OF PRICES, LIST OF PERSONNEL AND SCHEDULE OF RATES** (All costs in Kenya Shillings inclusive of all taxes, insurances, overheads and profit).

#### (a) **Fee Remuneration**

	Key Personnel	Position	Rate Per Day	Time Input In Days For	Total Cost
1		Lead Consultant			
2		Event and Media Planner			
3		Communications and Public Relations Expert			
4		Graphic Designer			
<b>NON-KEY PERSONNEL</b>					
1					
2					
3					
4					
5					
6					
	Sub Total (a)				
(b)	Profits	and	Overheads	-	

Total cost from table (a) and (b) (in **FIGURES**) .....  
(in **WORDS**) .....  
.....)

#### **APPENDIX D - SERVICES AND FACILITIES PROVIDED BY PPRA**

The Authority will make arrangements with relevant government offices to enable the consultants collect information required to undertake the assignment; if need be.

In addition, PPRA will:

- (i) Nominate a liaison officer who will maintain regular contact with the consultant on matters regarding this consultancy;
- (ii) Provide a venue for the forum
- (iii) Provide timely information and quick turn-around time on communication
- (iv) Provide the consultant with any other relevant assistance that may be required during the execution of the contract

## **APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

### **Bank Guarantee for Advance Payment**

---

*[Bank's Name and Address of Issuing Branch or Office]*

**Beneficiary:** Public Procurement Regulatory Authority

**ADVANCE PAYMENT GUARANTEE No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[Reference number of the contract]* dated \_\_\_\_\_ with you, for the **Provision of event management and logistical support for the 11<sup>th</sup> EAPF** (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

3. At the request of the Consultants, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of

\_\_\_\_\_ *[amount in figures]* *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract. 4. It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of Bank]*.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, day of \_\_\_\_\_, or on the \_\_\_\_\_ 2018, whichever is earlier? Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. In the event of an extension of the time for completion of the Contract, the Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six months, in response to PPRA's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

---

*[Signature] and seal*

## SECTION X STANDARD FORMS

### 1 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: DIRECTOR GENERAL

## 2 TENDER SECURING DECLARATION FORM

[The Consultant shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Proposal Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Client]

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of **2 years** starting on [insert date], if I am in breach of my obligation(s) under the bid conditions, because I –
  - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
  - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:
  - (i) My receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) Twenty-eight days after the expiration of validity of my proposal.

Signed: *[insert signature of the consultant]*

Dated on ..... day of ....., ..... [insert date of signing]

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 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 bankers.....  
 .....

Branch.....

	<p align="center"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....          Nationality.....Country of Origin.....          Citizenship details          .....</p>																				
	<p align="center"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <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. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p align="center"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public          State the nominal and issued capital of company          Nominal Kshs.          Issued Kshs.          Given details of all directors as follows</p> <table border="0"> <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. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**REPUBLIC OF KENYA****PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN.....APPLICANT

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

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

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary



**4 SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

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

1. THAT I am the Company Secretary/ 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.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**5 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:-

1. 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.

2. 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.

3. 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)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....

(Title)

.....

(Signature)

(Date)

Bidder's Official Stamp