



**REQUEST FOR PROPOSAL FOR PROVISION OF  
PUBLIC RELATIONS CONSULTANCY SERVICES**

**GDC/CCM/RFP/025/2020:2021**

**CLOSING DATE & TIME: 17<sup>TH</sup> NOVEMBER 2020  
AT 2.00PM (1400HRS)**

**Geothermal Development Company Ltd  
(GDC)  
P.O. Box 100746-00101  
NAIROBI  
Tel: +254 719 036000/0719037000  
Website: [www.gdc.co.ke](http://www.gdc.co.ke)**

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## SECTION I - LETTER OF INVITATION

*Date: 3<sup>rd</sup> November, 2020*

TO: \_\_\_\_\_ (Name and Address of Consultants)

Dear Sir/Madam,

### **REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES – PUBLIC RELATIONS**

- 1.1** The Geothermal Development Company (GDC) invites proposals for **Provision of Public Relations Consultancy Services.**
- 1.2** The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
  - Section II - Information to consultants  
Appendix to Consultants information
  - Section III - Terms of Reference
  - Section IV - Technical proposals
  - Section V - Financial proposal
  - Section VI - Standard Contract Form
- 1.3** Completed Request for Proposal documents shall be submitted in plain sealed envelopes clearly marked with the **RFP number** and **name** addressed to:
- The Managing Director & CEO,  
Geothermal Development Company Limited  
P. O. Box 100746-00101  
**Nairobi, Kenya.**
- 1.4** And deposited in the tender box located at Ground floor, GDC Kawi House Office on or **before November 17<sup>th</sup>, 2020 at 2.00pm (1400 hours).**
- 1.5** Upon receipt, please inform us
- (a) that you have received the letter of invitation
  - (b) whether or not you will submit a proposal for the assignment
- 1.6** The Technical Proposals will be opened immediately thereafter in the presence of Tenderers' or their representatives who choose to attend at GDC Kawi House Office, Ground floor Boardroom.
- 1.7** Late proposals will not be accepted.

**MANAGER, SUPPLY CHAIN**

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

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## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The tender document shall be free of charge
- 2.1.8 The procuring entity shall allow the tenderer to review the tender 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, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

- 2.3.1 The Consultants proposal shall be written in English language.
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
  - (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
  - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for **120 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

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

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

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



## **2.6 Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## **2.7 Evaluation of Technical proposal**

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.

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

The pass mark shall be a minimum technical score as provided. A proposal shall be rejected at this stage if it does not attain this mark.

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

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital will 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; *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 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 2.9 Negotiations**
- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 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 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Information to Consultants

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

Clause Reference	
2.1	The name of the Client is: <b>Geothermal Development Company Ltd (GDC)</b> <b>P.O Box 100746 – 00101,</b> <b>Nairobi-Kenya</b>
2.1.1	The method of selection is: <b>Quality Cost Based Selection (QCBS)</b>
2.1.2	Technical and Financial Proposals are requested: <b>Yes</b>
	<b>The name of the Assignment is: Request for Proposal for Provision of Public Relations Consultancy Services.</b>  To provide Public Relations, Branding and other services as may be required and requested by GDC through a letter of instructions.
2.1.3	A pre-proposal conference will be held: <b>No</b>
2.1.4	The Client will provide the following inputs: i) Counterpart personnel
2.1.5	i) The estimated number of professional staff months required for this assignment is one (1) year and will commence <b>immediately after signing the contract</b> ii) The minimum required experience of proposed professional staff is:[ <i>as per TOR below</i> ]
2.2	The name(s), address(es) and telephone numbers of the Client's official(s) are:  <b>The Manager Supply Chain</b> <b>Geothermal Development Company Ltd (GDC)</b> <b>P.O Box 100746 – 00101,</b> <b>Nairobi-Kenya</b> E-mail: <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> and <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a> Copy to: <b>The Manager, Corporate Communication and Marketing</b> <b>Geothermal Development Company Ltd (GDC)</b> <b>P.O Box 100746 – 00101,</b> <b>Nairobi-Kenya</b> E-mail: <a href="mailto:wkangara@gdc.co.ke">wkangara@gdc.co.ke</a>  <b>NB:</b> Consultants requiring a clarification of the Documents must notify the Client, in writing (email/letter), not later than three (3) days prior to the proposal submission date.
2.3.1	The Consultants proposal shall be written in English language
2.3.4	i) Training is a specific component of this assignment: <b>Yes</b> ii.) On-site support is a specific component of this assignment: <b>No</b> (ii) Additional information in the Technical Proposal includes: <b>None</b>

2.4.2	<p>Taxes: Local tax liability, insurances</p> <p><b><u>Local Tax Liability</u></b> The financial proposal shall be inclusive of taxes.</p> <p><b><u>Insurance</u></b> The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants’, as the case may be) own cost, insurance against insurable risks.</p>
2.4.5	The Proposal must remain valid for <b>120 days</b> after the submission date
2.5.2	<b>Consultants must submit an original and two (2) additional copies of each proposal (Both technical and financial Proposals in separate envelopes).</b>
2.5.3	<p>The proposal submission address is:</p> <p style="text-align: center;"><b>The Managing Director &amp; CEO Geothermal Development Company Limited Kawi House, South C , P. O. Box 100746-00101 Nairobi, Kenya</b></p> <p>The inner and outer envelopes shall be clearly marked with the <b>Tender No. and Tender Description, “GDC/CCM/RFP/025/2020-2021; REQUEST FOR PROPOSAL FOR PROVISION OF PUBLIC RELATIONS CONSULTANCY SERVICES</b> and the statement: <b>“DO NOT OPEN EXCEPT IN THE PRESENCE OF PROPOSAL OPENING COMMITTEE”</b>.</p> <p><b>NB:</b> The Technical and Financial proposal shall be submitted <b><u>in separate envelopes</u></b> and sealed in an outer envelope clearly marked as indicated above. <b>Technical proposals only shall be opened during tender opening/closing date. The financial proposal shall remain sealed.</b></p>
2.5.4	Proposals must be submitted no later than the following date and time: <b>November 17<sup>th</sup>, 2020 at 2:00pm (1400HRS)</b>
2.6.1	At the <b>preliminary evaluation stage</b> , the below mandatory requirements that determines a bidder’s responsiveness will be assessed (Table one (1)).
2.6.3	The minimum technical score required to pass: <b>60 out of 80 marks (Stage two (2) – Pitch Presentation.</b>
2.7	In the <b>technical evaluation stage</b> , only bidders who have been found responsive at the preliminary stage will be evaluated on the below parameters in table two (2);
2.7.1	<p>The formulae for determining the Financial Score (Sf) shall be as follows:-  <math>Sf = 100 \times \frac{Fm}{F}</math> where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; <math>T + p = 1</math>) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - <math>S = St \times T \% + Sf \times P \%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
2.9.2	The assignment is expected to commence immediately after contract signing <b>at GDC’s offices in South C Kawi House offices, Nairobi.</b>

## **TENDER EVALUATION CRITERIA**

Stages of evaluation:

A) **Mandatory requirements** will determine the satisfactory responsiveness of a tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non-responsive and will automatically be disqualified/not proceed for Technical Evaluation.

B) **Technical Evaluation:** The technical requirement will determine the bidder's capability/experience to meet GDC requirements in the below mentioned two stage.

Technical Evaluation Stage

**Stage One (1)** – Bidders that score **60 points and above** out of 80 Points at Stage One (1) – Technical Evaluation Stage will proceed to **Stage Two (2) – Pitch Presentation.**

**Stage Two (2)** - Bidders that score **60 points and above** out of 80 Points at the pitch presentation shall be called for financial opening and evaluation.

C) **Financial Evaluation Stage:** The firm achieving the highest combined technical score (Stage 2 – Pitch Presentation) and financial score will be invited for negotiations.

Submit copies of the following **MANDATORY** documents (Yes/No);

### **TABLE ONE (1) - MANDATORY REQUIREMENT**

<b>No.</b>	<b>Requirement</b>
1.	Dully filled, Signed and Stamped Technical Proposal Submission Form
2.	Certified copy of Certificate of Incorporation/ Registration in Kenya by an advocate
3.	Certified copy of Tax compliance certificate by an advocate valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker
4.	Certified copy of Certificate of Confirmation of Directors and Shareholding (CR12)
5.	Attach a copy of valid Single business permit/license certified by an advocate
6.	Proof of current corporate membership in the Association of PR & Communication Managements Firm (APRAeCoM) certified by advocate
7.	Provide a Power of Attorney witnessed by an advocate
8.	Provide Audited Account for the last three (3) years i.e. 2017/2018/2019 signed and stamped by the Auditor and Certified by an advocate. Bidder must have an average annual turnover of Ksh 60million.
9.	Duly filled, signed and stamped Confidential Business Questionnaire (attached)
10.	Dully filled, Signed and Stamped Declaration of Undertaking not to engage in corrupt fraudulent practice (attached).

### **NB:**

Bidders responsive at the preliminary stage will proceed to the technical evaluation stage

## TABLE TWO (2) - TECHNICAL REQUIREMENTS

### Stage One (1) – Technical Evaluation

The firms shall be evaluated on a scoring matrix as shown below:

NO.	CRITERIA	Sub-Totals	Max Score
<b>1.</b>	<b>Relevant Experience for the Assignment</b>		
	<b>Corporate</b>		
A	<p>General experience and understanding of the assignment by the agency firm.</p> <ul style="list-style-type: none"> <li>- Provide details of four (4) case studies of similar scope of assignments done in the past three years <b>(January 2017 - December 2019)</b>. The case studies should include PR campaigns, social media management assignments, both local and international, stakeholder engagement assignments, event management among others. More marks will be awarded for case studies that demonstrate prior analysis of issues, depth of involvement and impact of the campaigns.</li> </ul> <ul style="list-style-type: none"> <li>➤ Four (4) case studies of similar scope of assignments as stated above – <b>12 marks</b></li> <li>➤ Three (3) case studies of similar scope of assignments as stated above – <b>9 marks</b></li> <li>➤ 2 case studies similar scope of assignments as stated above - <b>6 marks</b></li> <li>➤ 1 case study similar scope of assignments as stated above – <b>3 marks</b></li> </ul>	12	<b>27marks</b>
<b>B.</b>	<p>Experience and performance based on four (4) clients of similar size and complexity as GDC. Provide recommendation letters from the four (4) clients provided in (a) above including proof of experience and performance for each of the jobs done. This should be within the last three years <b>(January 2017- December 2019)</b>. Consideration will be made for broad experience in each of the communication function areas including: Public relations and media relations; digital media management; CSR/community relations management and stakeholder engagement.</p> <ul style="list-style-type: none"> <li>➤ Four (4) Recommendation letters as stated above – <b>6 marks (1.5 marks per letter)</b></li> <li>➤ Three (3) Recommendation letters as stated above – <b>4.5 marks (1.5 marks per letter)</b></li> <li>➤ Two (2) Recommendation letters as stated above – <b>3 marks (1.5 marks per letter)</b></li> <li>➤ One (1) Recommendation letter as stated above – <b>1.5</b></li> </ul>	6	

	<b>mark</b>		
C	Provide documentary evidence for the successful management of community relations/corporate social responsibility engagement campaigns carried out in the last three years ( <b>January 2017 - December 2019</b> ).	2	
D	Provide documentary evidence for the successful management of stakeholder engagements in the last three years ( <b>January 2017 – December 2019</b> ).	2	
E	Provide documentary evidence of good track record in Public Relations programmes by specifically showing any awards won in the last two years from recognized institutions locally, and provide a description of the actual job/activity that won the award.	5	
<b>2</b>	<b>Methodology &amp; Approach</b>		
A	Appropriateness of the proposed work plan as presented in the proposed framework and methodology. The tenderer should demonstrate the ability to develop, strategize/plan and execute elaborate PR/communications programmes.	12	<b>16marks</b>
B	The maximum time (in days) for delivery of a concept, satisfactory to the client, after receipt of a brief from GDC	4	
<b>3.</b>	<b>Human Resource Capacity</b>		
A.	<p><b>Team Leader:</b> Should be a competent and qualified individual possessing knowledge and at least 10 years' experience in general management of agency PR work/consultancy. – <b>4mks</b></p> <p>The team leader should have overseen at least five similar assignments of equal or larger magnitude prior to this submission.- <b>5mks</b></p> <p>Minimum academic/technical qualification of University degree in communication related studies.- <b>1 mk</b></p> <p>The team leader must be a member of the Public Relations Society of Kenya (PRSK). Proof of current membership must be provided. – <b>1 mk</b></p> <p>CVs, testimonials, certificates and other reference documents must be attached – <b>1 mk</b></p>	<b>12mks</b>	<b>24marks</b>



B	<p><b>At least three (3) other key staff members:</b> Other staff proposed for the assignment that have requisite qualifications with at least five years' experience in the PR industry.</p> <p>1. Senior Technical Officer (1 No.) – <b>(6 mks)</b></p> <p>Experience - at least five years' experience in the PR industry - in digital and social media manager, PR practitioner, event planner, reputation management specialist, stakeholder management specialist. The firm may propose experts with skills not included here above, but are relevant to assignment <b>(3mks)</b></p> <p>Education - Minimum academic/technical qualification of University degree in communication related studies <b>(1mk)</b></p> <p>Membership - The staff should have proof of membership in PRSK <b>(1mk)</b></p> <p>CVs, testimonials, certificates and other reference documents must be attached – <b>1 mk</b></p> <p>2. Technical Officer (1 No.) <b>6mks</b></p> <p>Experience - at least three years' experience in the PR industry- in digital and social media manager, PR practitioner, event planner, reputation management specialist, stakeholder management specialist. The firm may propose experts with skills not included here above, but are relevant to assignment. <b>(3mks)</b></p> <p>Education - Minimum academic/technical qualification of University degree in communication related studies <b>(1mk)</b></p> <p>Membership - The staff should have proof of membership in PRSK <b>(1mk)</b></p> <p>CVs, testimonials, certificates and other reference documents must be attached – <b>(1 mk)</b></p>	<b>12 mks</b>	
C	<p>Overall composition and structure of the team, task allocation and its adequacy and relevance in meeting the TORs. Members of the team must be direct employees of the agency firm(s).</p> <p>Company Profile and Organogram of the team – <b>1 mk</b>  Roles and Responsibilities of team members – <b>1 mk</b>  Appointment letters of the team – <b>3 mks</b></p>	<b>5</b>	<b>5marks</b>

<b>4.</b>	<b>Technical Equipment and Work Tools Capacity</b>		
a.	Proof and description of PR tools/ resources that will be used to advance GDC's communications agenda through the proposed framework (The firm should indicate if the tools/resources are owned by the agency or will be outsourced). These include latest stakeholder mapping tools, media monitoring software, etc.	<b>8</b>	<b>8marks</b>
	<b>Total</b>		<b>80mks</b>

**NB: Bidders that score 60 points and above out of 80 Points in the technical capacity evaluation (stage one) shall be invited for the second stage of evaluation, which will be pitch presentation.**

NB: Bidders that score less than 60 marks/points will automatically be disqualified/not proceed for Stage Two (2) – Pitch Presentation.

## Stage Two (2) – Technical Evaluation

### PITCH PRESENTATION

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

i. **Brief for pitch presentation: Public Relations (PR) strategy to position GDC as a leader in geothermal energy to various audiences**

The significance of energy development in Kenya is key in the socio – economic development of the country. Energy is recognized as a pillar /enabler of other sectors as outlined in Kenya’s economic blue print Vision 2030 and the Big Four Agenda.

The pitch will outline a strategy to position GDC as the authority in geothermal energy. The strategy will include proposed tactics and activities to be executed in 12 months clustered into 4 quarters. Activities must be clearly listed and the expected outcome, outcome and monitoring and evaluation mechanisms in the format below:

	<b>Audience</b>	<b>Activities/Tactics</b>	<b>Outcome</b>	<b>Impact</b>	<b>Monitoring &amp; Evaluation Mechanisms</b>
<b>First months</b>	<b>3</b>				
<b>Next months</b>	<b>3</b>				
<b>Next months</b>	<b>3</b>				
<b>Next months</b>	<b>3</b>				

**The PR strategy is aimed at:**

- Promoting public awareness on GDC’s mandate
- Promoting public awareness on GDC’s work/projects
- Fronting GDC through its work and people
- Promoting public confidence and favorable perception of the GDC Brand
- Promoting the advantages and benefits of geothermal energy compared to other sources of energy
- Promote Direct Use of geothermal energy
- Promote Capacity Building Programmes & Consultancy Services

**ii. In the pitch proposals bidders are expected to:**

- Present a proposal on the PR activities to be executed in 12 months which consists of four (4) quarters. It should include the whole spectrum of activities for each quarter.
- The activities should have an accompanying comprehensive communication plan that shows how to engage stakeholders through various mechanisms and channels on which to leverage. These should be able to create an emotional connection with the GDC's brand. The proposals should show the steps envisaged for improving GDC's perception, visibility and awareness through stories creatively told on GDC's activities
- Clearly outline a monitoring and evaluation mechanism on the activities

**iii. The marking scheme of the Pitch will be as follows:**

NO.	CRITERIA		MAX SCORES
1.	Understanding of the brief		
	Appropriateness of the proposed PR activities in positioning GDC	10	<b>30mks</b>
	Completeness of the analysis of GDC's internal and external environment and the incorporation of the necessary findings/results in the proposed strategy plan	5	
	Details of how the PR strategy will address identified issues in the internal and external environment	5	
	Appropriateness and clear listing and description of thematic areas, target audience(s), key messaging and various communication platforms	10	
<b>2.</b>	<b>Effective use of communications tools</b>		
	Appropriateness and cost effectiveness in the communication mix without diluting the quality of the messages	10	<b>25mks</b>
	Sustainability of outreach activities	5	
	Demonstrated creative and sustainable use of new media to enhance brand presence and positioning	5	
	Indicators that will be used to evaluate the success of PR/communication strategy proposed and their Appropriateness	5	
<b>3.</b>	<b>Suitability and applicability of proposed work plan, and methodology</b>		<b>10mks</b>
	Appropriateness and practicability of the proposed time schedules and work plan for the positioning of the brand	10	
<b>4.</b>	<b>Incorporation of associated concerns in the strategy</b>		<b>10mks</b>
	Management of negative perceptions about GDC	10	

5.	<b>Overall presentation</b>		
	Clarity of presentation <ul style="list-style-type: none"> <li>• Organization of presentation</li> <li>• Confidence in presentation</li> <li>• Tone of presentation and conviction of concept</li> <li>• Comprehensive responses to queries</li> </ul>	5	<b>5mks</b>
	<b>Total</b>		<b>80mks</b>

**NB: Bidders that score 60 points and above out of 80 Points at the pitch presentation, will be invited for financial opening.**

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

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

- 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.
- 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.

## **SECTION III- TECHNICAL PROPOSAL**

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**3.1 TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ *Date*]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Title of consulting services*] in accordance with your  
Request for Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are hereby  
submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed  
under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

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



### 3.2 FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	
Country	
Professional Staff provided by Your Firm/Entity(profiles):	
Location within Country:	
Name of Client:	
Clients contact person for the assignment.	
Clients contact information	
No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year): Completion Date	
Approx. Value of Services (Kshs) (Month/Year):	
Name of Associated Consultants. If any: Consultants:	
No. of Months of Professional Staff By Associated Consultants	

Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

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

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

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

---

On the Terms of Reference:

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

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

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

### **3.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

### 3.5 TEAM COMPOSITION AND TASK ASSIGNMENTS

#### 1. Technical/Managerial Staff

Name	Position	Task

#### 2. Support Staff

Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies:  
\_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ *Date;*

\_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

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

**3.7 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

**Months (in the Form of a Bar Chart)**

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_



### 3.8 ACTIVITY (WORK) SCHEDULE

#### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

#### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report First Status Report Second Status Report	
3. Draft Report	
4. Final Report	

## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

- The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- The financial proposal should be prepared using the Standard forms provided in this part

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

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**4.1 FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [ Date]

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

*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]:*

\_\_\_\_\_ *[Address]:*

## 4.2 SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

### 4.3 BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

#### 4.4 BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____				
Names	Position	Input (staff months, days or hours as appropriate)	Remuneration Rate	Amount
Regular Staff (i) (ii) (iii)				
Consultants				
<b>Grand Total</b>				

#### 4.5 REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____



#### 4.6 MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

## **SECTION V: - TERMS OF REFERENCE FOR PROVISION OF PUBLIC RELATIONS SERVICES**

### **1.0 INTRODUCTION**

Geothermal Development Company (GDC) is 100% state-owned corporation registered under the Companies Act (CAP 486). It was incorporated in the year 2008 as a special purpose vehicle to accelerate the development of geothermal energy in Kenya. GDC falls under the Ministry of Energy (MOE). The Company has offices in Nairobi, Naivasha, Nakuru and Baringo. We currently have projects in three areas, namely Menengai, Baringo-Silali and Suswa.

#### **Mission**

Develop green energy for Kenya from geothermal resources

#### **Vision**

To be a world leader in the development of geothermal resources

#### **Values**

- **Integrity** - GDC subscribes to high ethical standards, openness and honesty
- **Professionalism** - GDC embraces excellence, quality service, and continual improvement

### **2.0 LOCATION**

GDC has its headquarters at Kawi House, South C, Nairobi and regional offices in Central Rift (Nakuru) and North Rift (Baringo)

### **3.0 ORGANIZATIONAL STRUCTURE**

GDC Board of Directors is the highest organ of the Company. They provide a policy and oversight role for the Company.

The Managing Director and Chief Executive Officer is responsible for the day-to-day management of the Company and is answerable to the Board.

The company has six (6) Divisions

1. Legal Affairs & Company Secretary
2. Geothermal Resource Development
3. Human Resources & Administration
4. Strategy, Research & Innovation
5. Drilling & Infrastructure
6. Corporate Services

The Corporate Communication and Marketing Department which is charged with managing the public relations function falls under the Legal Affairs and Company Secretary division.

#### **4.0 OBJECTIVES/EXPECATIONS OF THE ASSIGNMENT**

The objective of the assignment is to provide GDC with the Public Relations services. In this respect the PR firm shall;

1. Enhance brand communication and interaction with the varied audiences
2. Raise brand equity and awareness
3. Enhance positive corporate image and reputation
4. Reputation risk management
5. Ensure that GDC is visible, well understood and well regarded
6. Ensure value addition from relationships with stakeholders

#### **5.0 SCOPE OF SERVICES**

To provide Public Relations, Branding, Advertising and other services as may be required and requested by GDC through a Letter of Instructions.

The Agency is expected to provide the following services: -

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

- Develop and maintain effective working relations with local and international media
- Prepare and distribute press releases
- Ensure brand media presence at least once a month in the print and or broadcast platforms to position GDC as a thought leader in geothermal development
- Develop and execute strategies to increase online audience
- Manage GDC negative reputation on traditional and new media
- Monitor media coverage and provide daily media monitoring reports of the company by 7.30a.m daily
- Maintain and update media contacts
- Develop and submit a comprehensive Media strategy (from the onset of the engagement) which should include Television, Radio, Print, Events, Social Media, web site, blogs among others
- Provide Media intelligence

##### **b) Research and Marketing (on a needs basis- TORs to be developed as per the need)**

This may include

- Conduct social research, environmental scan and stakeholder analysis
- Conduct Market surveys
- Conduct customer service satisfaction surveys
- Produce documentaries and infomercials for news and other purposes
- Produce print and electronic Commercials and adverts
- Assist in the preparation of media kits, newsletters, brochures, fliers and other printed material
- Assist in the production of banners and billboards

##### **c) Branding**

- Conduct Brand Audit surveys
- Promote GDC brand and improve the brand status

**d) Digital Media (on a needs basis - TORs to be developed as per the need)**

- Offer comprehensive and effective advice on digital campaigns
- Monitor brand mentions online daily and share reports by 7:30am everyday
- Execute online reputation management and conversation rate optimization
- Advice on developing of content development for the social media platforms
- Advice on management of social media platforms
- Assist in optimization of digital platforms use especially social media platforms synergy to promote the brands image and to increase the audience numbers
- Assist in live sharing at GDC events from related social spaces.
- Enhance [www.gdc.co.ke](http://www.gdc.co.ke) web presence through timely digital marketing strategies including but not limited to email marketing, Search Engine Optimization, for example copywriting and mobile marketing services.
- Engage influencers on a need basis.

**e) Event management (on a needs basis)**

This may include

- Create special events to build the brand which include conferences, speaking engagements for the leadership among others
- Assist execute signature events such as flagship projects, state events and other events
- Manage some elements of the special/signature events which include media relations, program agenda, audio visual support and procurement of marketing material

**f) Public Relations Advice**

Provide public relations counsel to Corporate Communication & Marketing Department and senior management as necessary.

**g) Crisis Management**

Work with the Corporate Communication & Marketing Department in developing crisis communication plans, for any crisis which may arise

**h) Marketing material**

Work with the Corporate Communication & Marketing Department to design marketing materials for procurement by GDC. The marketing material includes corporate shirts, notebooks, folders, pens, corporate flags, bags among other as agreed upon with GDC.

**i) Advertising Services**

Advice and propose to the company on media buying

Develop advertising content on behalf of the company

Engage in media buying/placement on behalf of the company upon approval of content and artwork

**j) Professional photography (on a needs basis)**

Provide professional photography services on a needs basis.

**k) Videography (on a needs basis)**

Provide videography services

**L) Other services**

Text translation into required language

Music compositions

Assist in stakeholder management on a needs basis as requested by GDC.

**m) Third Party Costs**

All third party costs agreed upon and incurred in the course of executing duties assigned to the Agency will require prior approval by the company.

**n) Trainings**

The consultant will be required to offer trainings on a needs basis to management and the communication team. The trainings will be communication related.

Reports on training sessions will be provided to GDC five days after the training.

**7.0 DELIVARABLES**

**7.1 MEETINGS & REPORTS**

The Agency is expected to provide the following key deliverables;

**Inception Meeting**

This meeting will be held at least five (5) days after signing of the contract. This report written by the agency will be submitted immediately after the inception meeting and it will detail the scope of the services and any other matters relating of the external audit.

**Monthly Meetings**

The Agency will hold monthly meetings with GDC to discuss progress, evaluation and other related matters.

Meetings may also be held more than once a month depending on the need to address any matters which may arise in the course of the month.

The Agency is expected to submit progress monthly at the end of each month and at the end of each quarter to GDC.

**Final Report**

The report will be submitted to GDC at least five (5) days after the end of the contract. The report shall be submitted in both soft and hard copy.

## **8.0 OVERVIEW OF GDC COMMUNICATION INITIATIVES**

GDC has over the years utilized various communication platforms to raise public awareness campaigns including electronic and print media, digital communication.

Nonetheless the Company would like to use all strategic communication platforms to an optimal level.

## **9.0 DURATION OF THE ENGAGEMENT**

The duration of the assignment is 12 months from the day of engagement.

## **10.0 TERMS OF PAYMENT**

- Payments to the PR agency will be made at the end of every quarter upon meeting the agreed quarterly targets
- The procuring entity shall enter into a written agreement with the consultant and issue a Local Purchase Order (LPO) for the PR services at the end of every quarter subject to approved report by procuring entity.
- The credit period shall be sixty (60) days upon receipt of certified invoices and deliverables confirming that the invoiced services have been rendered in accordance with the contract.
- Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer.
- Advance Payment shall not apply.
- No interest on delayed payments.

**SECTION VI:**  
**STANDARD FORM OF CONTRACT**  
**FOR**  
**CONSULTING SERVICES**

# SAMPLE CONTRACT FOR CONSULTING SERVICES

## CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_ [Insert starting date of assignment], by and between \_\_\_\_\_ [Insert Client’s name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client’s address](hereinafter called “the Client”) of the one part AND \_\_\_\_\_ [Insert Consultant’s name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

- 2. Term**
- The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [Insert starting date] and continuing through to \_\_\_\_\_ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

- 3. Payment**
- A. Ceiling  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. Schedule of Payments



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

Kshs \_\_\_\_\_ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs \_\_\_\_\_ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

**4. Project Administration**

A. Coordinator.

The Client designates \_\_\_\_\_ *[insert name]* as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the

(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential

information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant Not to be Engaged in certain Activities**

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

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

**11. Law Governing Contract and Language**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

**12. Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

(iii)

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_ Full name; \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_