



REQUEST FOR PROPOSALS

PUBLIC RELATIONS AGENCY

Release Date:
Last Date for Receipt of bids:

24TH MARCH 2017
7TH APRIL 2017

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SECTION 1 – REQUEST FOR PROPOSALS

Stanbic Bank Limited (hereinafter referred to as “the Bank”) (Registration Number 9520), issues a Request For Proposal for a Public Relations Agency.

- Objectives
 - To be among the top three in media presence in the publicity space
 - To drive perception of SBK as the “go-to” bank for all financial solutions
 - To supply a coherent and cohesive Public Relations drive to complement other corporate communications, digital and social media efforts through an “Always On” strategy

- Target Markets and Stakeholders
 - Media & influencers
 - Existing Personal, Business, Corporate and Investment customers
 - Potential customers
 - Staff
 - Shareholders
 - Regulatory bodies

1.2. Format of RFP Response and Other Information for Bidders

1.2.1. The overall summary information regarding **PUBLIC RELATIONS AGENCY** given in section 1.2. The bidder shall include in their offer any additional services or items considered necessary for the successful completion of the project.

1.2.2. Proposals from bidders should be submitted in two distinct parts, **namely technical proposal** and **financial proposal** and these should be in two separate sealed envelopes, both of which should then be placed in a common sealed envelope marked

RFP- PUBLIC RELATIONS AGENCY
DO NOT OPEN BEFORE 7TH APRIL 2017

The two separate inner envelopes should be clearly marked “**Technical Proposal**”, and “**Financial Proposal**”, respectively, and should bear the name of the Bidder.

1.2.3. The Technical Proposal should contain the following:

- a. Profile of the firm
- b. Profile of the personnel to be involved in the work, with emphasis on academic qualifications, qualifications and experience.
- c. Proposed work plan on the basis of the proposed time schedule outlined in the Terms of Reference / Technical Specifications. The work plan will set out the approach to the following activities.
 - Operational Capability
 - Reputation Management
 - Stakeholder Management
 - Media Evaluation & Analysis
 - Media & Message Management

d. The work plan shall include a comprehensive time schedule for Public Relations agency.

The Financial proposal shall clearly indicate the total cost of offering the Public Relation Agency services to the Bank but should be broken down to enable partial payments or scaling of requirements.

II. A two-stage procedure will be adopted by the Bank for evaluating the proposals, with the technical evaluation of all proposals received in time being completed prior to any financial proposal being evaluated. Technical proposals will be evaluated based on the following general areas:

- Firm's general experience in the field of assignment
- Firm's financial capacity
- Understanding of the aims and objectives
- Proposed Methodology
- Proposed work plan

- The qualifications and relevant experience of the personnel
- Proposals for technical requirements.
- Overall Value proposition

Financial proposals will be evaluated on the basis of cost, lead-time and payment terms if not specified in this document.

Technical proposals will be evaluated as per the below criteria;-

Task 1	Operational Capability	15%
Task 2	Reputation Management	25%
Task 3	Stakeholder Management	25%
Task 4	Media Evaluation & Analysis	10%
Task 5	Media & Message Management	25%
Total		100%

Please note that your creative conceptualization and delivery will be a key component to be considered in each of the above 5 criteria

The relative split between technical and financial scores will be as follows:

➤ Technical	-	70%
➤ Financial	-	30%
➤ Total	-	100%

1.2.4. Bidders are requested to hold their proposals valid for ninety 90 days from the closing date for the submission. The Bank will make its best efforts to arrive at a decision within this period.

1.2.5. All costs pertaining to the preparation of a proposal and negotiations of a

contract shall be borne by the firms submitting proposals.

1.2.6. Assuming that the Contract can be satisfactorily concluded the bidders shall be expected to commence the assignment within 2 weeks after the final agreement is reached.

1.2.7. If a bidding firm does not have all the expertise for the assignment, there is no objection to the firm associating with another firm to enable a full range of expertise to be presented. The request for Joint Venture shall be accompanied with full documented details of the proposed association.

1.2.8. In the case of a Joint Venture or Association, all the firms constituting the Joint Venture or Association will be jointly and severally liable and at least one firm in the Joint Venture or Association shall be financially capable of meeting the contract requirements and potential liabilities on its own and shall assume contracting responsibility and liability for satisfactory execution of the assignment.

1.2.9. The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm in the case of a joint venture.

1.2.10. The bid documents, shall be addressed to

**THE MANAGER PROCUREMENT
PROCUREMENT DEPARTMENT
PO Box 30550 –
00100, NAIROBI
STANBIC CENTRE, CHIROMO**

Clearly marked envelopes as guided above should be dropped into the tender box located on ground floor Stanbic Bank Centre Building, off Westlands road, next to the Security Desk

Please note that tenders received via email and facsimile will be rejected.

1.2.11. The Bank reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action.

1.2.12. All proposals duly submitted will be taken into consideration by the Bank and will be evaluated.

1.2.13. The Bank's decision/s regarding the acceptance or non-acceptance of a proposal shall be final and the Bank is not obliged to furnish any reason for such decision

1.2.14. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.2.15. Clarification of Bidding Document

All correspondence related to the contract shall be made in English. Any

clarification sought by the bidder in respect of the project shall be addressed at least two **(2) days** before the deadline for submission of bids, in writing to the Manager Procurement.

The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders.

Enquiries for clarifications should be sent by e-mail to sbk_procurement@stanbic.com

1.2.16. Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment

All prospective Bidders that have received the bidding documents will be notified of the amendment in writing, and it will be binding on them. It is therefore important that bidders give the correct details in the format given on page 1 at the time of collecting/receiving the bid document.

To allow prospective Bidders reasonable time to take any amendments into account in preparing their bids, the Bank may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

1.2.17. Deadline for Submission of Bids

THE DULY COMPLETED REQUEST FOR PROPOSAL (RFP) IN A PLAIN SEALED ENVELOPE ADDRESSED TO THE PROCUREMENT MANAGER SHOULD BE DROPPED AT THE TENDER BOX ON GROUND FLOOR SBK CENTRE-CLEARLY MARKED AS FOLLOWS; RFP PUBLIC RELATIONS AGENCY ON or BEFORE 2.00 P.M 07th April 2017.

Bids received after the above-specified date and time shall not be considered.

1.2.18. Cost Structure and non-escalation

The bidder shall, in their offer (Financial Proposal), detail the proposed costs.

No price escalation under this contract shall be allowed. The Bank shall not compensate for any costs incurred in the preparation and submission of this RFP.

1.2.19. Taxes and Incidental Costs

The prices and rates in the financial offer will be deemed to be inclusive of all taxes and any other incidental costs.

1.2.20. Responsiveness of Proposals

The responsiveness of the proposals to the requirements of this RFP will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in this RFP document. A bid determined not responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

1.2.21. Currency for Pricing of Tender

All bids in response to this RFP should be expressed in KES Expressions in other currencies shall not be permitted.

1.2.22. Correction of Errors.

Bids determined to be substantially responsive will be checked by the Bank for any arithmetical errors. Errors will be corrected by the Bank as below:

- A. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, and
- B. Where there is a discrepancy between the unit rate and the line total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The price amount stated in the Bid will be adjusted by the Bank in accordance with the above procedure for the correction of errors.

1.2.23. Evaluation and Comparison of Bids

Technical proposals will be evaluated prior to the evaluation of the financial bids. Financial bids of firms whose technical proposals are found to be non-qualifying in whatever respect may be returned unopened.

SECTION 2 - TERMS OF REFERENCE

SCOPE OF SERVICES OF THE PUBLIC RELATIONS AGENCY

- 1. Financial Public Relations:**
 - Financial Announcements
 - Annual Reports
 - Media Strategy
 - Analysts Research & Relations
 - Results Presentation
 - Independent Analysis

- 2. Corporate Public Relations**
 - Issue Management
 - Crisis Management
 - Media Relations
 - Internal Communication
 - Events
 - Stakeholder Communications
 - Content Management

- 3. Brand Public Relations**
 - Advertorials / Media Partnerships
 - Amplification & Leverage
 - Promotions
 - Launches & Roadshows
 - Guerrilla Tactics
 - Cause Marketing
 - Sponsorship Leverage
 - Displays

PITCH REQUIREMENTS:

Task 1: Agency's Operational Capabilities (15%)

- **The agency is required to demonstrate the following:**
 1. The ability to support the Stanbic Bank Kenya account in the various BU's in which it operates (PBB, CIB and Enabling Functions eg CSI, Human Capital)
 2. The resource capacity to service the Stanbic account
 3. The strength of the key resources that will be assigned to the Stanbic account
 4. An ability to provide the portfolio of services required by Stanbic
 5. Experience in stakeholder management and reputation management for large corporate (multinational) clients
 6. Experience in developing and implementing strategy documents

- **In response, the agency is required to present:**
 - a. An executive summary of the agency's credentials with particular focus on:
 - Working with multinationals and understanding of alignment between country offices as well as working with other agencies
 - Current client profile
 - Agency size and Stanbic ranking within agency client portfolio
 - Track record in stakeholder management and reputation management
 - (Very short) resume of the strategists/senior management who will work on the account
 - In-house vs. out-sourced services

Task 2: Reputation Management (25%)

- **The agency is required to demonstrate:**
 1. A working knowledge of the reputation drivers of the bank and the relationship between these drivers and the bank's key stakeholders
 2. An ability to analyse and interpret strategies
 3. An ability to access global trends and best practice
 4. An ability to extract insights
 5. The ability to translate marketing strategy into PR/Communication/Reputation strategy
 6. The ability to identify key performance indicators against which reputation success will be measured

- **In response, the agency is required to present:**
 - a. A situation analysis that will inform the current awareness/positioning of the bank, taking into consideration Stanbic's reputation drivers as well as global communication trends and best practice
 - b. The critical success factors that should be taken into consideration when developing a reputation management programme for in-country, Pan Africa and global markets
 - c. Three to four key performance indicators that will be used to measure the success of the reputation management programme and an indication of how and when the measurement will be done

Task 3: Stakeholder Management (25%)

- **The agency is required to demonstrate:**
 1. An understanding of Stanbic's various stakeholders and target markets
 2. An ability to manage the reputation of the bank through its key stakeholders in government, business, customers and the media

3. An understanding of the principles of 'thought leadership' and its role in influencing brand reputation
4. An ability to leverage thought leadership strategies to contribute to reputation building
5. The ability to align key stakeholders behind the Stanbic brand.

▪ **In response, the agency is required to present:**

1. A thought leadership and media programme to raise Stanbic Bank brand awareness with;
 - Themes and key messages
 - Key stakeholders in media, government, customers and business
 - Key platforms

Task 4: Media Evaluation and Analysis (10%)

▪ **The agency is required to demonstrate:**

1. The ability to apply sound strategic analysis and methodologies to evaluate media coverage.
2. Their ability to draw strategic insights, to identify trends, to identify issues and to make strategic recommendations.

▪ **In response, the agency is required to:**

- a. Retrieve all media coverage associated with **Stanbic Bank Kenya in 2016**
- b. Analyze and evaluate the media coverage
- c. Present insights and learnings which should be factored into the media and message strategy for the future

Task 5: Media and Message Management (25%)

▪ **The agency is required to demonstrate:**

1. An ability to leverage the media – and publicity - in building the reputation of Stanbic Bank Kenya
2. Strong media relationships (In-country, regional and continental)
3. The ability to craft key themes and messages
4. The ability to generate and sustain a media presence for Stanbic

▪ **In response, the agency is required to present:**

1. A media and message strategy in support of the rebranding to Stanbic Bank in Kenya.

The strategy should include:

- Key objectives for each phase
- Key themes and messages for each phase
- Key media for each phase
- High level engagement activities per phase

2. SECTION 3 - GENERAL CONDITIONS OF CONTRACT

2.1. Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not be limited to the general terms of contract as stated below from 2.2 to 2.15.

Should there be any difference between the Bank and the Supplier regarding the interpretation of any provision of this RFP, the Supplier shall accept the Bank's interpretation thereof. The Supplier accepts that the Standard Terms and Conditions contained in Section 3.2 of this RFP shall form the basis of the agreement on which the Supplier shall supply the Services and/or the Product to the Bank should the Bank accept the Supplier's Proposal. The Supplier acknowledges that it is fully conversant with the provisions of these Standard Terms and Conditions and agrees to be bound by such terms and conditions as spelt out in this RFP.

2.2. Award of Contract

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best

Evaluated bid.

The Bank will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the successful Bidder shall be invited for agreement and signing of the Contract Agreement to be prepared by the Bank.

2.3. Application of General Conditions of Contract

These General Conditions (sections 2.1 to 2.15) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

2.4. Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

2.5. Non-variation of Costs

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be held fixed for the contract period.

2.6. Performance Security

2.6.1. The Bank may at its discretion require the successful bidder to furnish it with Performance Security in the amount specified in the accepted Bid.

2.6.2. The Performance Security shall be in the form of a Bank guarantee issued by a commercial bank operating in Kenya and shall be in a format prescribed by the Bank. The performance guarantee shall be submitted within 10 days of notification of award.

2.6.3. The proceeds of the Performance Security shall be payable to the Stanbic Bank Ltd as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

The Performance Security will be discharged by the Bank not later than two months following the date of completion of the Bidder's performance obligations, and the Bank's acceptance of the final report as specified in the contract.

2.7. Delays in the Bidder's Performance

2.7.1. Delivery and performance of the requirements shall be made by the successful Bidder in

accordance with the time schedule as per Agreement.

2.7.2. If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract

2.7.3. Except in the case of "force majeure" as provided in Clause 2.14, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 2.8.

2.8. Liquidated damages for delay

The contract resulting out of this RFP shall be incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

2.9. Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

2.10. Applicable Law

This agreement arising out of this RFP shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

2.11. Bidder's Obligations

2.11.1. The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract

2.11.2. The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

2.11.3. The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanours.

The Bidder will not disclose the Bank's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Bank. This clause shall survive the expiry or earlier termination of the contract

2.12. The Bank's Obligations

In addition to providing Bidder with such information as may be required by the bidder to complete the RFP for RFP PUBLIC RELATIONS AGENCY ON or BEFORE 2.00 P.M 07th April 2017.

- a) Provide the Bidder with specific and detailed relevant information concerning the RFP for,
- b) In general, provide all information and access to Bank's personnel;
- c) Make available to the Bidder, for the Bidder's use in fulfilment of this Agreement, conventional office facilities for use by the employees of Bidder, if agreed and required; and
- d) Appoint a coordinator who shall arrange any access to its information and staff required by Bidder for its performance under the contract, if agreed and required

2.13. Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract.

The terms of this Clause 2.15 shall survive the expiry or earlier termination of the contract.

Except as otherwise provided in this clause 11, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement ("the Confidential Information") shall be treated by the Parties as confidential. No Party shall reveal or otherwise disclose such Confidential Information to any third party without the prior written consent of the other Party hereto. The foregoing restrictions shall not apply to the disclosure of necessary Confidential Information to employees and advisors of the Parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

- The confidentiality undertaking in this clause 11 shall not apply in respect of Confidential Information within the public domain or a Party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.
- The Parties shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship of the Parties or the subject matter of this Agreement, without
- The prior written consent of the other Party, which consent shall not be unreasonably withheld.
- The Parties acknowledge that all Confidential Information is and will remain at all times the property of the relevant Party.
- The Parties shall use Confidential Information only for the purposes of performing their respective obligations pursuant to this AGREEMENT and not for any other purposes. The Parties covenant and agree to hold in strictest confidence and to exercise the utmost diligence to maintain the confidentiality of any Confidential Information or any other information as to the affairs, dealings and concerns of the other. The Parties shall use their best endeavours to prevent the publication or disclosure of the same to any third party other than where such disclosure is required by any governmental or regulatory authority, order of court, or otherwise required under any applicable law, and shall not, without the prior written consent of the Client:
 - Use for the benefit or purposes of other third party, any Confidential Information; or Directly or indirectly reveal, furnish, divulge or otherwise make known or available to any third party, any Confidential Information
- The PARTIES shall hold in confidence and shall use all best endeavours to procure that their employees and agents shall not, except with the prior written consent of the other

PARTY, divulge information acquired as a result of this AGREEMENT except when such information has been made public through no fault of either PARTY or as may be required by law or ordered by a court of competent jurisdiction.

- This obligation shall remain effective for three (4 years) following termination of this AGREEMENT unless any such information genuinely falls into the public domain the Supplier is uncertain about whether information is to be treated as confidential in terms of clause 11, it shall be obliged to treat it as such until clearance in writing is obtained from Stanbic Bank. This clause 11 (Confidentiality) does not apply to Confidential Information which:
 - is in or comes into the public domain other than by breach of this Agreement or of any obligation of confidence owed under this Agreement;
 - the Party that received the Confidential Information (“Receiving Party”) can prove it knew thereof prior to its disclosure by the Party that disclosed the Confidential Information (“Disclosing Party”); was subsequently disclosed to the Receiving Party lawfully by a Third Party who did not acquire the information under an obligation of confidentiality; or is independently developed by or for the Receiving Party at any time by Persons who have had no access to or knowledge of the said information.
 - Notwithstanding the foregoing, each Party shall be entitled to make any disclosure required by any Applicable Laws or by any order of a court or tribunal of competent jurisdiction.
 - Each Party shall ensure that its Personnel understand the nature of the obligations set out in this clause 12 (Confidentiality) and shall procure the observance of the same by its Personnel.

2.14. Force Majeure

- a) Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.
- b) Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.
- c) The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.
- d) The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- e) The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

2.15. Payment

- I. Payment shall only be paid after 30 days on receipt of Invoice subject to clause and duly signed Job Cards of work done.
- II. The Bank will only pay for work done and no advance payment will be made
- III. The Supplier will invoice the Bank for the services rendered as per agreement. The Supplier will ensure that the invoice complies with the provisions of the VAT Act, failing which the Bank shall not make any payment in respect thereof until such time as it receives an invoice which complies with the provisions of the VAT Act.
- IV. Award letter will be issued for all the Bank requirements,

Payment shall only be paid after 30 days on receipt of Invoice (subject to clause. 2.15 (iii)) and duly signed Job Cards of work done.

2.16 Notices

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within seven (7) working days of posting notwithstanding that it be returned undelivered or on completion of transmission if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee

2.17 Contingency Planning

The Supplier shall maintain disaster recovery facilities and continuity of business and contingency plans ("COB Plans") to the reasonable satisfaction of the Customer with the intent of ensuring the continuing provision of the Services in accordance with this Agreement, notwithstanding any disaster or event which would otherwise adversely affect the provision of the Services.

The COB Plans will address the following objectives:

Identify issues and problems that could potentially disrupt the Supplier's ability to provide the Services in both the short and long term;

Develop, maintain and document containment measures that mitigate the risk of disruptions to the provision of the Services resulting from such issues and problems; and

Develop and maintain continuity of business procedures for:

- the declaration of an emergency; Notification and escalation both within the Supplier's organization and to the Customer;
- the detailed recovery both on and off site of the Services and data related to the Services and any deliverables; and
- an annual management review and approval of the disaster recovery facilities and COB Plans.
- The Supplier shall test such disaster recovery facilities and COB Plans at least annually and provide the Customer with copies of relevant test results.
- If the Customer has cause to test or invoke its own disaster recovery facilities or continuity of business and contingency plans, the Supplier shall accommodate such requests to make operational or other changes to this Agreement as may be reasonably necessary to test or implement such disaster facilities or continuity of business and contingency plans.
- Without prejudice to the foregoing, at the Customer's request, and upon reasonable notice, the Supplier shall provide the Customer with such information regarding the Supplier's COB Plans as the Customer reasonably deems necessary. The Supplier shall thereafter keep the Customer informed of any material alterations to the Supplier's COB.

2.18 INSURANCE

- Without limiting the vendor's liabilities or responsibilities in terms of this Agreement, the Supplier shall obtain and maintain for the duration of this Agreement sufficient insurance to cover its liability and responsibilities arising out of or under and in connection with this Agreement.
- Notwithstanding any provision in this Agreement, the Supplier shall obtain and maintain as a minimum the following insurance:
- Insurance in terms of the Compensation for Occupational Injuries and Diseases Act, and

shall ensure that it has paid all assessments due under OHS. The vendor shall upon request by Stanbic (The Bank), submit proof to the satisfaction of Stanbic Bank that it has paid such assessments;

- public liability insurance in respect of claims for death of and/or injury to persons or loss of and/or damage to Third Party property;
 - Professional indemnity insurance; and Motor vehicle liability insurance in respect of all motor vehicles brought onto the premises of the Bank
- The Bank shall have the right to examine the policies maintained by the Consultant at any time before or during this Agreement.

2.19 .AUDIT

- Stanbic Bank may (at its discretion) audit the Supplier compliance with this Agreement (including, but not limited to, audits of the Fees, the Consultant's premises, the Consultant's systems (including financial systems) and the physical and information technology security policies and practices in place) provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as to cause as little disruption as is reasonably possible to the performance of the Services and the Consultant's business.
- Where Stanbic Bank has reasonable grounds to believe that the vendor is not complying with its obligations under this Agreement, an audit may be carried out without prior notice.
- The Supplier shall, at no cost and expense to Stanbic Bank, provide all assistance reasonably requested by Stanbic Bank in relation to any audit, including providing access to the Supplier Personnel, records and premises.
- The Supplier acknowledges and agrees that Stanbic Bank may engage Third Party advisers to undertake any audit contemplated by this clause (Audit).

4. SECTION 4 – ANNEXURES

4.1. a) Company Profile.

Bidders willing to be considered for the Provision of Public Relations Agency services Shall **furnish** the Bank with among others the following vital information, which will be treated in strict confidence by the Bank.

- Length of time in relevant area of work/specialization,
- Certified Technical Resources in relevant area,
- Copy of the Company's Pin Certificate, VAT Certificate, Certificate of Incorporation and Articles of Association with current list of directors and their curriculum vitae,
- Current KRA Compliance Certificate,
- **Reference sites (three) where similar nature of work has been successfully completed with references letters to be availed and the values of the works**
- Availability of Resources to handle the assignments,
- Current customers being served and total value of Contract,
- Company financial position as supported by relevant Audited Financial reports for the latest two years. i.e 2015 & 2016 and shall consist of the following.
 - a. Income Statements
 - b. Statement of Financial Position
 - c. Auditors Report and
 - d. Cash Flow statements or Management Accounts

Please note to fill the Supplier Financial Details (Appendix 2 – Section 2)

➤ **OHS requirements**

- Does your company have a Health, Safety and Environmental policy?
- Please provide us with an indication of what your Health and Safety structure looks like.
- Does your company train its employees on health and safety matters?
- How are your companies Health and Safety rules and expectations communicated to your employees?
- How do you manage site supervision for staff and subcontractors that you engage or manage?
- Do you ensure all Health and Safety incidents are reported?
- Do you have workers' compensation for yourself and all your employees?
- Have you or the company been charged with any breaches or been subject to any prosecutions, fines or damages or prohibition or improvement notices relating to HSE matters or other works performed by you or your subcontractor in the past 3 years?
- Does the business carry any liability insurance?
- Health and Safety audits are important for the ongoing assessment of the HSE capability and performance of you and your subcontractors and are also used to identify issues which have arisen in previous audits.
 - Are HSE audits conducted on your own operations?
 - How frequent are these audits?
 - Who completes the audits? (Internal or External)

b. Interest in the Bank

The supplier shall provide a statement, as contained in Appendix 1 of this invitation to tender, that none of its employees, Directors or Officers have any involvement or interest in the Bank and similarly that no Bank's employee/s has/have any involvement or interest in the supplier's business.

c. Supplier's Information

The Supplier shall submit as part of its Proposal, information about the Supplier in the form attached in Appendix 2.

APPENDIX 1 - DECLARATION OF INTEREST

All Suppliers are required to declare any interest that they or their employees may have in Stanbic Bank, or that any Stanbic Bank employee may have in the Supplier. To that effect the following must be duly stated by the authorized signatory:

Are you or any person associated with your Proposal, employees of Stanbic Bank? Yes No

If so, state particulars

Have you, or any person associated with your Proposal, any relationship (family, friend, other) with any person employed in Stanbic Bank who may be involved with the evaluation and adjudication of this Invitation to Yes No

If so, state particulars

Are you, or any person associated with your Proposal, aware of any relationship (family, friend, other) between the Supplier and any person employed in Stanbic Bank who may be involved with the evaluation and adjudication of Proposals submitted in response to the Request For Proposal-Insurance Services Yes No

If so, state particulars

Name of Supplier _____

(Signature of Declarant)

(Date (YYYY-MM-DD))

(Position of Declarant)

(Date (YYYY-MM-DD))

APPENDIX 2 – SUPPLIER INFORMATION

Supplier Registration / Section 1		
Supplier information / Account details		
Please complete in full		
To: Stanbic Bank Limited Procurement P O Box 30550 - 00100 Nairobi Attention: Kamau Mwangi		
Full Name of Supplier		
Trading As		
Core Business Function		
Physical Address	Street / House number	
	City	
	Postal Code	
	Country	
Postal Address	P O Box	
	Suburb / City	
	Postal Code	
	Country	
Accounts Communication	Telephone Number	
	Fax number	
	Cell number	
	Contact person	
	E-mail address of person receiving remittance	
Purchase Order Communication	Telephone number	
	Fax number	
	Cell number	
	Contact person	
	E-mail address of person receiving orders	
	Website / URL	
Tax information	VAT registration no.	
	PIN no	
Payment Data	Account Holder	
	Account Type	
	Bank	
	Branch	
	Branch Code	
	Bank Account number	

