



KENYA RUGBY UNION
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NAIROBI, KENYA

REQUEST FOR PROPOSALS

PROVISION OF TICKET VENDING SERVICES FOR KRU MATCHES AND EVENTS

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Acknowledgement of Bidding Documents

KENYA RUGBY UNION invites Tenders for **PROVISION OF TICKET VENDING SERVICES FOR KRU MATCHES AND EVENTS**

Within one (1) working day (working day being any day of the week between Monday and Friday (0800- 1700 Hrs) excluding weekends and gazetted public holidays in the Republic of Kenya) of receipt of the RFP, a Bidder is required to acknowledge receipt of the RFP, and notify, by email his/her intention to submit a bid to Kenya Rugby Union at the addresses shown in section below. The reply mail will include:

Bidding Company name	
Name of Bidder's sole point of contact for this RFP	
Position held in Company	
His/her Mobile number	
Office Telephone number	
Email address	

Failure to do so shall be perceived as an intention not to submit a bid and the Bidder will be eliminated from the bid process, and required to destroy the RFP document in keeping with confidentiality requirements.

SECTION 1 – GENERAL INFORMATION

1.1. Introduction

This document constitutes the formal Request for Proposals (RFP) for a Ticket vending services for KRU matches and events. This Request for Proposals document is intended to lead to the identification of a Service provider who has demonstrable capacity to provide these services in the best possible way and in a manner that enables KRU to meet and surpass its strategic corporate objectives.

1.2 Project deliverables

1.2.1 Provide ticket vending services for KRU Matches and Events in various categories.

IMPORTANT: All the above functions shall be carried out in full consultation and liaison with the Tournaments Organizing Committee of KRU. For the purposes of this document, KRU refers to Kenya Rugby Union.

1.3 Aims and Objectives

The main objective for this RFP is;

- To obtain a Service provider(s) with a unique value ad to the event
- To obtain the best offer subject to the technical qualification.
- To obtain one service provider.

1.3.1 Bidding Documents

The services required, bidding instructions, bidding procedure and contract terms are described in the bidding document. In addition to the invitation to tender letter the bidding documents include:-

The Request For Quotation Document – **RFP FOR PROVISION OF TICKET VENDING SERVICES FOR KRU MATCHES AND EVENTS**

1.3.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Tender. KRU will in no case be responsible or liable for such costs regardless of the conduct or outcome of the Bid process.

1.3.3 Bid Preparation and submission

- i. The Bid, including all supporting documentation shall be presented in the English Language. Any communication in a Language other than English shall be excluded from the Bid process.
- ii. The final proposal to this RFP, with all supporting documentation, should be sent on or before the deadline in section 1.5.10.
Offers must be submitted in two separate documents, prequalification document, a technical and financial bid and must be submitted in separate files/envelopes, clearly identified as:
 - a) The File with the technical proposal should be identified as follows:
NAME OF THE COMPANY, TECHNICAL PROPOSAL
 - b) The file with the financial proposal should be identified as: NAME OF THE COMPANY, FINANCIAL PROPOSAL
- iii. The two proposals shall be sent as soft copies on email as separate attachments to the following

ceo@kru.co.ke and copy to

Info@kru.co.ke

1.3.4 Documentation Requirements

Detailed technical documentation will be provided in accordance with KRU's requirement.

1.3.5 Clarification of Tender Documents

- i. Should there be any doubt or uncertainty, the Bidder shall seek clarification by sending email to **ceo@kru.co.ke and by copying info@kru.co.ke**
- ii. Any clarification requests and their associated responses will be circulated to all Bidders whose interest has been registered as per the **Acknowledgement of Bidding Documents**.

1.3.6 Communication

- i. The Bidder shall provide a single point of contact for all tender correspondence, which will be noted in the bid registration document.
- ii. From receipt of this RFP document, all correspondence in connection to this RFP, shall be in writing, and **MUST** only be directed to the email address. Breach of this clause may result in a Bid being automatically rejected.
- iii. Canvassing of any sort shall be treated as a breach of this clause and shall result in immediate disqualification of the bidder.

1.3.7 Presentation of Proposals

Firms presenting bids that are considered substantially responsive may, if such bids are subsequently short-listed, be invited to make presentations of their proposed solutions in Nairobi, Kenya, at the Head Office of the Company or virtually. A notice of at least two (2) days will be given to the bidder.

1.3.8 Amendment of Bidding Document

At any time prior to the deadline for submission of bids, the Company, 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 the bid registration document.

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

1.3.9 Deadline for Submission of Bids

Bids must be received before **11.59 pm on 7th July, 2024**.

1.3.10 Cost Structure and non-escalation

The bidder shall, in their offer (Financial Proposal), detail the proposed cost structure for provision of the requested services.

The costs should have sufficient elementary breakdown at the key milestones. No price escalation under a resultant contract shall be allowed.

1.3.11 Currency, Pricing, Taxes and Incidental Costs

- a)** All locally based supplier (those with registered offices in Kenya) shall, in all cases, quote their prices in Kenya Shillings and payments shall be made in the Kenya Shillings. All payments under the Contract resulting from this RFP process for goods and/or services that will be of local supply will be made in Kenya Shillings.
- b)** All payments under the Contract resulting from this Tender process for foreign companies will be made in US Dollars (USD). For any other currency used, the bidder **MUST** give reference exchange rate to the US Dollar at the point of bid submission.
- c)** Bids should be inclusive of Vat (value added Tax) where applicable. Bidders should note that withholding tax maybe applied to certain services in Kenya. Bidder's prices will be deemed to include such taxes.

1.3.12 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 KRU and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

1.3.13 Correction of Errors

Bids determined to be substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company 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 Company in accordance with the above procedure for the correction of errors.

1.3.14 Evaluation and Comparison of Bids

Evaluation shall be done on an offer and value ad basis. Each bid shall be evaluated on the basis of the information supplied in response to this document. 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 shall be returned unopened.

Following evaluation of the bids, KRU may enter into discussions with one or more potential Bidders to clarify any issues. Re-submissions from any Bidder not invited to these discussions will not be accepted.

1.3.15 Service Provider Selection Process

Received proposals will be evaluated by KRU immediately following the closing date. An interim short-list of the most viable and appropriate proposals will be drawn up and the service providers concerned may be given the opportunity of presenting their solutions to KRU on selected date(s) to be advised.

Proposals may subsequently be used as a basis for detailed negotiations concerning the specific scope and priorities for the work as well as the preparation of a development and implementation schedule and contract.

KRU reserves, at its sole discretion, the right to select or reject, either in totality or partially, any or all proposals made in the context of this RFP.

Any such decisions made will be final and no correspondence will be engaged into, other than for the purpose of informing the bidders of the outcome of the process.

1.3.16 Confidentiality

The Bidder shall treat the existence and contents of this RFP, and all information made available in relation to this RFP, as confidential and shall only use the same for the purpose for which it was provided.

The Bidder shall not publish or disclose the same or any particulars thereof to any third party without the written permission of KRU, unless it is to Bidder's Contractors for assistance in preparation of this Tender.

In any case, the same confidentiality must be entered into between Bidder and his Contractors.

On notification that KRU has not accepted a Bid, or on receipt of a written request, the Bidder shall securely destroy all copies of this document and shall confirm the destruction to KRU in writing.

The Bidder shall remain bound by these obligations of confidentiality and use, and the Bidder's stated intention to submit a bid upon receipt of this RFP shall be deemed to be acceptance of such obligations.

1.4 EVALUATION PROCESS

A two-stage procedure will be adopted by the Union 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
- Overall Value proposition

Financial proposals will be evaluated on the basis of offer price if not specified in this document. Financial bids of firms whose technical proposals are found to be non-qualifying in whatever respect may be returned unopened.

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

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

1.5 Format for Technical Proposal

1.5.1 The **Technical Proposal** should contain the following:

Name of the Firm	
Country of Registration	
Legal Status	
Contact person	
Physical and registered address	
No. of outlets	
Locations of the Outlets	
Events Service provider provided in the last two years	
E-mail	
Website	

Tax compliance certificate	
PIN certificate	
VAT certificate	
City council permit	
Trade License	
ETR Registration No.	
Company Profile	
Proposal on value add and uniqueness of proposal	

1.5.2 Technical Proposal – The solution required should at a minimum be able to provide for the below. Kindly respond with an elaboration.

Requirement	Response
Ticket Look <ul style="list-style-type: none"> ▪ Ability to print partner logos on the ticket ▪ Provide a sample of the tickets generated 	
Ticketing <ul style="list-style-type: none"> • Advance Ticketing Option • Gate Ticketing 	
Pricing Options <ul style="list-style-type: none"> • No of Categories available e.g. VIP, Regular, Adult, Child, etc. Ability to sell tickets by <ul style="list-style-type: none"> • Seat Number • Area of Venue • Stadium seat selection 	
Promotion Options <ul style="list-style-type: none"> • Flash Sales • Multi-buy options • Special Category -e.g. Club, School, etc 	
Collaboration options – eg. Concert or entertainment value tickets, redeemable vouchers, etc.	
Any other feature	

1.6 Format for Financial Proposal

The **Financial proposal** shall clearly indicate price Kenya Rugby Union shall pay for the services.

Offer Price/Rate	
Any Other Costs/Charges	

SECTION 2 – DETAILED REQUIREMENTS

2.1 Scope /Objectives

- 2.1.1 Provide Ticket vending services at the event
- 2.1.2 Abide by the terms and conditions set and agreed on successful bidding

2.2 Process

- 2.2.1 Set up operation base within the venue of event
- 2.2.2 Provide ticket vending and verification services for advance, complimentary and gate collections from designated points
- 2.2.3 Abide by the terms and conditions set and agreed on successful bidding

2.3 Responsibilities for Service provider

- 2.3.1 Setting up ticket vending services
- 2.3.2 Vending within the designated areas
- 2.3.3 Respecting exclusivity rights or other conferred upon Sponsors
- 2.3.4 Abiding per the terms and conditions to be agreed upon successful bidding

2.4 Responsibilities for KRU

- 2.4.1 Providing ticket vending zones
- 2.4.2 Providing adequate power connection
- 2.4.3 Providing lighting for night/evening operations
- 2.4.4 Providing basic seating area
- 2.4.5 Provision of service provider vehicle and staff passes
- 2.4.6 Briefing service provider of rights of Sponsors
- 2.4.7 Provision of General Security

SECTION 3 - GENERAL CONDITIONS OF CONTRACT

3.1. Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Company.

The resulting contract shall include but not be limited to the general terms of contract as stated below from 3.2 to 3.15 and to KRU's Standard Terms and Conditions of Contract.

3.2. Award of Contract

Following the opening and evaluation of proposals, KRU 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.

KRU 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 KRU in consultation with the Bidder.

3.3. Application of General Conditions of Contract

These General Conditions (sections 3.2 to 3.15) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

3.4. Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission, or as specified in the RFP document.

3.5. 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.

3.6. Delays in the Bidder's Performance

3.6.1. Delivery and performance shall be made by the successful Bidder in accordance with the time schedule as per Agreement.

3.6.2. 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 KRU 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 Company 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.

3.6.3. Except in the case of "force majeure" as provided in Clause 3.13, 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 3.8.

3.7. 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.

3.8. 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.

3.9. 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.

3.10. Bidder's Obligations

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

3.10.2. The Bidder will abide by the job safety measures and will indemnify KRU 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 KRU responsible or obligated.

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

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

3.11. KRU's Obligations

In addition to providing Bidder with such information as may be required by the bidder to complete the bid submission, KRU shall,

- (a) Provide the Bidder with specific and detailed relevant information concerning the requirements.
- (b) In general, provide all information and access to KRU's personnel;
- (c) make available to the Bidder, for the Bidder's use in fulfillment of this Contract, 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

3.12. 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 financial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

3.13. Force Majeure

3.13.1 Definition of Force Majeure

For the purposes of this Agreement, “**Force Majeure**” means an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, storm, flood or adverse weather conditions, strikes, lockouts or other industrial action, terrorist acts, confiscation or any other action by government agencies.

3.13.2 Negligence and intentional acts

Force Majeure shall not include any event which is caused by the negligence or intentional action of a party or such party's subcontractors or agents or employees, or by a failure to observe good professional practice.

3.13.3 Financial constraints

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.13.4 Performance excused

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms of this Agreement.

3.13.5 Duty to mitigate

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay. The parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

3.13.6 Notification

A party affected by an event of Force Majeure shall notify in writing the other party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

3.13.7 Consultation

Not later than thirty (30) days after Supplier, as a result of an event of Force Majeure, has become unable to discharge a material portion of the Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

3.14. Dispute resolution

3.14.1. Amicable Settlement

The parties shall use their best efforts to settle amicably any dispute arising from or in connection with the agreement resulting out of this RFP or the interpretation thereof.

3.14.2. Arbitration

If the dispute has not been settled pursuant to the mediation within ten (10) days from when the mediation was instituted, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.

Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.

Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.

Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.