

STATE OF KUWAIT

MINISTRY OF FINANCE

Terms of Reference

OF

Consultancy service for provision of Public  
Relations and Mass Communication

For

Kuwait University

2008

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# Section 1

## **Introduction:**

The University of Kuwait offers a profound learning experience, symbolizing the students hope for tomorrow. Its programs are diverse and competitive, challenging minds, inducing critical thinking and encouraging creativity through a multitude of exposures, interactions and experiences that are unique, and intellectually stimulating. The university's 14 colleges offer wide ranging programs in sciences and humanities at the undergraduate, graduate and doctoral levels, with an internationally renowned and culturally diverse community of professors and academicians, providing the highest level of teaching, research and scholarship.

## **Project brief:**

The University of Kuwait through the Ministry of Finance (MOF) is seeking the services of a local consultancy for provision of public relations, mass communication, media and advertising. In order to improve the academic image of the university locally and internationally.

# Section 2

## **Special requirements & project specifications:**

### **1. Objective**

To obtain consulting services from a qualified consulting firm to develop an all-inclusive, flexible one-year strategic plan that meets Kuwait University standards and guidelines. The plan should address every aspect of operations of the university.

### **2. Scope of Services**

- Develop programs to preserve and improve the university image including media campaigns.
- Demonstrate various activities and events to the community.
- Identify targeted sectors and stakeholders and develop schemes to secure their necessary support for achieving the university's objectives.
- Arrange and manage the production of television, radio messages and documentaries, and also providing press services including monitoring and coverage.
- Develop lobbying techniques and dealing with pressure groups.
- Conduct and manage public opinion polls, researches and analyzing the results.
- Manage conferences and media events including printing and advertisements.

- Present and implement ideas for enhancing the production of publications including creative art work (designs, profile brochure and flyers).
- Supervise and manage the university's official website on the internet, and to suggest ideas to maximize its role in exposing all the services, events and academic achievements.
- Provide presentations and monthly reports to demonstrate activities in progress and planned activities to be conducted.

### **3. General requirements for the consulting firm**

- The firm must be registered with the ministry of finance.
- The firm must submit a profile indicating the organization structure.
- The firm should describe the financial position of its organization [submit Financial status 2006-2007].
- The firm must be in business for at least five years specializing in media campaigns for governmental and private sectors [documentary evidence must be submitted].
- The firm should have executed similar contracts and have delivered comparable services that matches the scale and scope of the required project [copy of previous contracts must be submitted].
- The firm should submit detailed information of project team assigned with a copy of CV's, Experiences in similar projects and the role for each team member.

#### 4. Consultant team

##### Project Consultant

Is the person who leads the team, supervise, manage the project and represents the consulting firm.

- The project consultant should have a post graduate degree in field of media or mass communications.
- At least five years of practice in media consultancy.
- The project consultant should have experience in IT related media matters.

##### Man Power Required

<b>POSITION</b>	<b>NO. REQUIRED</b>	<b>QUALIFICATION &amp; EXPERIENCE</b>
Project Consultant	1	A Post Graduate degree in media Or mass communication Experience:- 5 years
P.R. Consultant	1	Experience:- 5 years
Advertising Consultant	1	Experience:- 5 years
Media consultant	1	Experience:- 5 years
Press coverage Consultant	1	Experience:- 5 years

## **5. Work program**

It is the consultant responsibility to submit a comprehensive work program in his technical proposal. This program should clearly identify all key elements relating to work tasks, output and contents of reports according to the following phases;

Phase 1: Data collection and analysis including review (3 months).

Phase 2: conceptual frame work including review (4 months).

Phase 3: Final presentation and preparation of interim reports (3 months).

Phase 4: Preparation of final report (2 months).

## **Section 3**

### **Submission and content of the Consultant Offer:**

**The offer shall be submitted in two parts:**

1. Technical offer containing (10) written copies and (10) electronic copies on CDs of the required technical information.
2. Financial offer containing (10) written copies only of the Firm remuneration for rendering the required consulting Services.

**The following conditions apply to the soft copies:**

Soft copies containing the financial proposal or any financial data will result in disqualifying the Consulting Firm.

In case of discrepancy whatsoever between the hard copies and the soft copies, the hard copies prevail.

**A. Technical offer shall contain:**

1. Technical report: in this report the Project Consultant shall discuss the project and the arrangement of the entrusted consulting services and work organization to best carry out this task. The project Consultant shall comment on the requirements and any technical remarks. The report shall reflect the project consultant's understanding; of the technical and professional requirements for this project.

2. The Consulting Firm shall submit on Format (1) the the proposed work program to best perform the consulting services. The project consultant shall present detailed explanation of the consulting jobs set forth in his work program indicating the purpose, aim and outcome of each job and naming those in charge, the completion period (day/month) and manpower needed.
3. Manpower schedule: The project Consultant shall, according to Formats (1A &2A), distribute the work of his team at his discretion to carry out the program he specified. The schedule shall include each team member's name, profession, working periods and the office employed in.
4. Work team Curriculum Vitae: These details shall be presented using Formats (1B &2B), indicating the position of each member in the project which shall be clear and complete.
5. Expertise of the consulting Firm: The Firm shall present its expertise using Formats (1C&2C) in the project and similar fields. The Firm shall be entirely responsible for the correctness of the information set forth in his offer. The Ministry of Finance shall reserve the right to verify such correctness by any means and to take any proper action against the Firm if proved otherwise.

**B. Financial offer:**

Shall contain the monthly remuneration required for the work team. The Firm shall detail such remuneration in the form of salary schedule as per format (1D) in addition to any direct (petty) expenses for the team or the Firm according to the items set forth in format (2D).

## **General Remarks**

1. Offer shall be submitted inclusive of all required information according to the requirements and the enclosed forms which shall be taken into consideration when submitting the offer as it shall reflect the extent of the Consultant abidance by the form of invitation.
2. The Consulting Firm shall provide Kuwait University with an alternative expert/specialist in case of absence for any reason except for the annual leave.
3. If the staff provided is incompetent or unsuitable to carry out any tasks as allocated to them by Kuwait University, the consulting Firm will upon receipt of written instruction with draw the employee and make arrangements for suitable replacement within a period of one month from the departure of expert/specialist.
4. The Firm may get in contact with the consultants Department; Ministry of Finance (MOF) with respect to any enquiries.
5. The Firm shall submit the financial offer complete with its estimates for any works. No additional amounts shall be paid to the Firm except the lump sum specified in the offer.
6. All Consulting Firms submitting offer, should be registered with the Ministry of Finance.

## **Section 4**

### **Project duration and payment:**

#### **The duration of the contract**

The duration of the contract will be 12 calendar months and the service will commence from the date of joining the duties of the consultant team at Kuwait University.

#### **Terms of payment**

The consulting firm, being fully aware of the requirements of Kuwait University whether or not specifically mentioned herein and being fully convinced of their responsibilities under the terms and conditions of the contract and list of requirements, shall undertake to perform all the necessary services to the entire approval of Kuwait University and in accordance with the contract.

The consulting firm will be paid on monthly basis for the actual work progress made in accordance with the price offer as mentioned in the contract and the payment terms and conditions of TOR (Terms of Reference).

All payments under this contract will be made by Kuwait University in Kuwaiti Dinars to the consulting firm's Kuwaiti local approved bank account, upon the monthly salary payment request of the consulting firm after deducting 10% of the total invoice.

This 10%(ten percent) of the lump sum fees will be paid on the final acceptance of the project i.e. on completion of all other duties and responsibilities stated in the contract documents and after the consulting firm submits a release certificates from the ministry of Finance (Tax & Planning Department) stating that they have already fulfill all their obligation towards this department.

All due payments will be settled within sixty (60) days from the date of submittal of the request for payment by the consulting firm.

## **Section 5**

### **Consulting Firm Special Services:**

#### **Quality of work**

1. The consulting firm accepts the tasks entrusted and they hereby consent with Kuwait University that shall fulfill all obligations that the contract prescribes. The consulting firm also undertakes to fulfill all obligations. Kuwait University will entrust the consulting firm with which are deemed as necessary to the execution of the works requires fulfilling contracting obligations of the contract and within times and in the manner as prescribed for each.
2. The selected consulting firm shall provide us with an alternative consultant in case of absence for any reason except for the annual leave.
3. If the consultant provided is incompetent or unsuitable to carry out any task as allocated to him by Kuwait University, the consulting firm will upon receipt of written instruction withdraw the said consultant and make arrangements for a suitable replacement within a period of one month from the departure of the said consultant.

## **Insurance Bond**

The consulting firm must submit with their offer an insurance bond of (10%) of the total offered fees in the form of a certified cheque or letter of guarantee issued by any approved local bank in Kuwait valid up to the signing of contract with successful consulting firm.

This surety should be valid for the duration of the offer. Any offer not accompanied by said surety will not be considered.

The insurance bond will be refunded to all firms upon the submittal or the performance bond (final surety) by the successful consulting firm and signing of the contract. No interest will be paid on the insurance bond.

In case any of statements or information proved to be incorrect or constitute fraudulent act of forgery, then Kuwait University has the full right to cancel the contract, confiscate the bank guarantees and sustain the consultant company with whole responsibility without necessity for notice or recourse to any judicial proceedings.

The successful consulting firm shall be notified in writing of the acceptance of their offer and of the adjudication of the contract to them. Neither the adjudication nor notification there of, shall in the event of relinquishment of adjudication result in any right to the consulting firm against the university. The consulting firm shall be deemed to be a contracting party only from the date of signing the contract in accordance with the provisions of the following sub-section.

- A specific date and time will be set which will be notified for signing to contract. Failure of the consulting firm to appear at the appointed time for signing the contract will be considered withdrawal by the consulting firm.

- For any delay in signing the contract within the specified time, or in submitting the final surety or withdrawal for any reason, the consulting firm shall lose their insurance bond and the Ministry of Finance / Kuwait University will not be responsible for any compensation.

In all cases the consulting firm is obligated to compensate all damages incurred as a result of canceling, or putting forward another enquiry, or awarding the contract to the next bidder.

The Consulting Firm shall not assign or transfer the contract, benefits, obligations or any money due or to become due to them under the contract to any other person without previously obtaining the (Ministry of Finance / Kuwait University) consent in writing.

The contract shall be deemed to be made in Kuwait and shall be governed according to the Kuwaiti laws.

Any litigation or dispute arising between the parties and relating to the interpretation, application or enforcement of the clause of this contract shall be settled by the courts of Kuwait.

## **WORK INSURANCE**

Preference shall be given to one of the local National Insurance Companies.

This insurance cover shall not relieve the consulting firm from their responsibility under the contract, where in all cases the Owner (Kuwait University) will only hold the consulting firm responsible and not the insurance companies.

All insurance policies under this contract shall be issued according to the following:

## **WORKMEN INSURANCE**

The owner (Kuwait University) shall not be liable for any damage or compensation with respect to accidents or injury to the working personnel belonging both to consulting firm and other persons employed by the consulting firm during work. The consulting firm shall be responsible for all damages, compensation, claims, costs and expenses whatsoever in respect thereof.

The consulting firm shall insure their employees against all these liabilities and the insurance shall remain valid throughout the entire employment period. The consulting firm shall make available upon the request of the owner, the insurance policy and any receipts of payments of premiums thereto.

## **THIRD PARTY INSURANCE**

Upon the execution of the contract, the consulting firm shall insure in the joint names of them and the owner (Kuwait University) against any damage, or injury, which may occur to any person working at the same site or adjacent to it, as a result of executing the contract. The consulting firm shall make available upon Kuwait University request the insurance policy or polices and premium payment receipt thereto.

## **PERFROMANCE BOND (FINAL SURETY)**

The consulting firm should provide at the time of signing the contract, the performance Bond (Final Surety) in the form of unconditional Bank Guarantee on favor of the owner from an amount equal to ten percent (10%) of the contract price. The consulting firm undertakes to keep the bank guarantee valid with full value until the completion of their obligations subjects to the contract.

## **PENALITES**

In case the consulting firm is unable to execute the required work on time, they will face a penalty equal to 10% of the contract price.

In case of absence of the project consultant, there shall be deduction from the consulting firm monthly payments. The deducted amount shall be equal to the number of absence days multiplied by the daily wage during the month, and there is no maximum to the absence deduction. Kuwait University will have full right to obtain the absence deduction by deducting form the sums due to the consulting firm.

## **Section 6**

### **Formats:**

**Form (1)**  
**Firm Name:**

**Work Program**

ACTIVITIES	DURATION (IN MONTHS) BY PHASE

State clearly the activities required during each phase of work and indicate time period required in bar chart form.

**CONSULTANT'S SIGNATURE**

**Form (1) (cont'd)**

**Firm Name:**

**Work Program**

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**State clearly the activities required during each phase of work and indicate time period required in bar chart form.**

**CONSULTANT'S SIGNATURE**

**Form (1A)**  
**Firm Name:**

**Manpower Input Schedule**

POSITION	C.V. #	NAME	FIRM	DURATION OF INVOLVEMENT BY PHASE (IN BAR CHART)	MONTHS				
					IN KUWAIT	%	OUTSIDE	%	TOTAL
<b>SUB-TOTAL KUWAIT FIRM</b>									
<b>SUB-TOTAL PROJECT</b>									

**CONSULTANT'S SIGNATURE**

**Form (2A)**  
**Firm Name:**

**Manpower Input Schedule**

POSITION	C.V. #	NAME	FIRM	DURATION OF INVOLVEMENT BY PHASE (IN BAR CHART)	MONTHS				
					IN KUWAIT	%	OUTSIDE	%	TOTAL
<b>SUB-TOTAL KUWAIT FIRM</b>									
<b>SUB-TOTAL PROJECT</b>									

**CONSULTANT'S SIGNATURE**

**Form-(1B)**

**CURRICULUM VITE**

1. PERSONAL:

NAME

NATIONALITY

DATE OF BIRTH

2. ACADEMIC QUALIFICATIONS

Academic Degrees

Date Conferred

Name & Location of Institution

3. Professional registration /Affiliations:  
(with Registration numbers &  
Membership dates)

1.....

2.....

3.....

4. Proposed Position on the project.....

5. Responsibilities (Brief Summary of tasks & duties on the project)

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6. Relevance of Post

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**Note: Curriculum Vitae shall be organized in the same order as listed on Format (1A). The above information should be provided for each professional team member. Further curriculum vitae data shall be provided on accompanying pages.**

Form-(2B)

Firm Name:

**EXPERINCE**

PERIOD (Y/M)		DESIGNATION/ POSITION	EMPLOYER'S NAME & ADDRESS	PROJECT DESCRIPTION	DUTIES
FROM	TO				

**CONSULTANT'S SIGNATURE**

**Form- (1C)**

**FIRM PROFILE**

**FIRM NAME** .....

**ADDRESS** .....

.....

.....

**TELEPHONE NUMBERS** .....

.....

**FAX NUMBERS** .....

.....

**E-MAIL & WEBSITE** .....

.....

**PRINCEIPAL MEMBERS OF FIRM** .....

.....

**YEAR ESTABLISHED** .....

**NARRATIVE DESCRIPTION OF FIRM**

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**NOTE: ABOVE INFORMATION SHALL BE PROVIDED CONCERNING THE FIRM IT'S ASSOCIATED AND SUB-CONSULTING FORMS.**

Form-(2C)

Firm Name:

**FIRM'S EXPERIENCE HISTORY**

PROJECT TITLE	SERVICE PERFORMED BY YOUR FIRM	CLIENT NAME & ADDRESS	PERIOD YEAR/MONTH		TOTAL PROJECT COST	NAME(S) OF ASSOCIATED FIRMS	% OF TOTAL WORK DONE BY YOUR FIRM
			FROM	TO			

**INSTRUCTIONS: THE FIRM SHALL SUBMIT A FIVE YEAR HISTORY OF PROJECTS COMPLETED.**

**PROJECT TITLE: NAME OF THE PROJECT AND TYPE.**

**SERVICE PERFORMED: STUDY, FULL DESIGN SUPERVISION etc.**

**PERIOD: NUMBER OF YEARS THE FIRM PROVIDED THE SERVICE.**

**ASSOCIATED FIRMS AND % OF TOTAL WORK: LIST FIRMS ASSOCIATED WITHIN ACCOMPLISHING PROJECT WORK AND THE % OF TOTAL PROJECT WORK ACCOMPLISHED BY EACH ASSOCIATED FIRM.**

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**NOTE: EXPERIENCE OF FIRMS SHALL BE SUBMITTED FOR EACH PARTICIPATING CONSULTANT, HIS ASSOCIATED AND HIS SUB-CONSULTANTS.**

Form- (1D)

Firm Name:

**FINANCIAL PROPOSAL (BREAK DOWN OF STAFF COSTS)**

1 POSITION	2 NAME	3 FIRM	4 MONTHLY SALARY  (KD*)	5 OFFICE OVERHEAD(% OF 4)		6 PROFIT (%4+5)		7 MONTHLY RATE (4+5+6)  (KD)	8 MAN-MONTHS TOTAL			9 TOTAL COST (7X8)  (KD)
				(%)	(KD)	(%)	(KD)		IN KWT	OUT KWT	TOTAL	
<b>TOTAL</b>												

\*TOTAL SALARY AS SPECIFIED IN EMPLOYEES CONTRATC PLUS COST OF ACCOMODATION IN FURNISHED BY EMPLOYER.

**CONSULTANT'S SIGNATURE**

Form-(2D)

Firm Name:

**FINANSIAL PROPOSAL  
(DIRECT COSTS AND TOTAL FEE)**

<u>STAGE ( )</u>	<u>Rate</u>	<u>No. of total Round Trips or Man-Days</u>	<u>Total KD.</u>
<b>A. Staff Related *</b>			
1. International Travel	.....	.....	.....
2. Subsistence	.....	.....	.....
3. Local Transportation	.....	.....	.....
4. Local Accommodation	.....	.....	.....
5. Sub Total		.....	.....
<b>B. Office Costs</b>			<b><u>Total KD</u></b>
1.Reproduction/Printing costs ( provide Supplemental breakdown of this item)		.....	
2. Performance Bond		.....	
3. Other Items (specify)		.....	
4. Sub-Total		.....	
<b>Total Direct Costs (Lines A.5 + B.4)</b>			.....
<b>Total Staff Costs (Form Format (1D))</b>			.....
<b>Total Lump Sum Fee/Stage ( )</b>			.....

\*These items are applicable only to staff of international consultants working in Kuwait ( i. e. less than two months)  
For international travel, list point of departure, destination, and number of round trips and position of each traveller  
from Format (1A).

**CONSULTANT'S SIGNATURE**





