



Kenya National Highways Authority

Quality Highways, Better Connections

TENDER No: KeNHA/2375/2020

BID DOCUMENT

FOR

**PROVISION OF COMPREHENSIVE DOCUMENTATION OF VARIOUS ROAD
PROJECTS AND CORPORATE SOCIAL RESPONSIBILITY (CSR) WITHIN
KeNHA PROJECTS**

DECEMBER, 2020

**DIRECTOR - PSC
KENYA NATIONAL HIGHWAYS
AUTHORITY
P.O. BOX 49712 - 00100
NAIROBI**

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS
AUTHORITY
P.O. BOX 49712 - 00100
NAIROBI**

SECTION I – INVITATION TO TENDER

Tender RefNo: KeNHA/2375/2020

The Kenya National Highways Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the Management, Development, Rehabilitation and Maintenance of National Roads. The Authority invites bids from eligible candidates for the **Provision of Comprehensive Documentation of Various Road Projects and Corporate Social Responsibility (CSR) within KeNHA Projects.**

QUALIFICATION FOR TENDERING

Mandatory Requirements

The following must be submitted together with the bid;

1. Copy of Certificate of Incorporation
2. Tender security (**Kshs. 100,000.00**) ~ Unconditional bank guarantee, in the format provided with all conditions indicated and Validity within prescribed time limits
3. Copy of **Valid** Tax Compliance Certificate (Will be verified on the KRA TCC Checker)
4. Copy of **valid** Single Business Permit
5. Copy of **recent** CR 12 form (Issued within the last 12 months from the Tender Opening Date)
6. To enhance equity, bidders shall bid for a maximum of Two (2) Lots, but can only be Awarded a Maximum of One (1) Lot, under this Tender Notice. Bidders who participate in more than Two (2) Lots **SHALL** be disqualified
7. Bidders shall **sequentially** serialize all pages of each tender document submitted.
8. Forms of tender **duly** filled and signed
9. **Duly** filled Confidential Business Questionnaire
10. Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for the entire Contract period from the closing date of the tender.
11. Must hold a **valid** Certificate of Registration of Filming Companies and Agents (CAP. 222) issued by the Kenya Film Classification Board (attach copy of membership certificate).
12. The Lead Consultant/ Producer must be a member of the Public Relations Society of Kenya or the Marketing Society of Kenya of current good standing (attach copy of membership certificate and copy of membership payment receipt).
13. The Director shall be a member of the Public Relations Society of Kenya or the Marketing Society of Kenya of current good standing (attach copy of Membership Certificate and copy of membership payment receipt).
14. List and proof of ownership of technical equipment to execute the consultancy as follows;
 - i) Broadcast quality filming equipment, preferably high definition.
 - ii) Editing suite or mixer.
 - iii) Professional equipment for aerial documentation of the project.
15. Interested eligible candidates may obtain further information and inspect tender documents from the Supply Chain Management Office, Kenya National Highways Authority, 2nd Floor, Block C, Barabara Plaza during normal working hours
16. Complete tender documents are to be enclosed in plain sealed envelope clearly marked with tender name, reference number and submitted to:

**Deputy Director, Supply Chain Management,
Kenya National Highways Authority,
Barabara Plaza, Block C, 2nd Floor, Jomo Kenyatta International Airport
(JKIA), Off Airport South Road, along Mazao Road
P. O. Box 49712-00100,
NAIROBI, KENYA**

Deposited in the Tender Box on the 2nd Floor, Block C, Barabara Plaza on Thursday, 14th January, 2021 at 11.00am.

Please note that bulky tender Documents which do not fit in the tender box shall be delivered to the Supply Chain Management office at 2nd Floor, Block C, Barabara Plaza.

Tenders will be opened immediately thereafter in the presence of Tenderers/Representatives who wish to attend at the KeNHA 2nd Floor Boardroom Block C, Barabara Plaza.

**Deputy Director, Supply Chain Management
For: DIRECTOR GENERAL**

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturer's authorization form
 - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to

submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following Components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12 (d) confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE(day, date and time of closing as specified in the tender notice),"

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph

2.15.2 The Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified in the tender notice and not later than (day, date and time of closing as specified in the tender notice)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at (time, day, and date of closing) and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation or tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO SECTION 11-INSTRUCTIONS TO BIDDERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instruction to Tenderers	Particulars of Appendix to instructions to Bidders
2.1.1	All eligible Bidders
2.2.9.	Performance Security 5% of the total cost.
2.12.1	Tender security (Kshs. 100,000.00) ~ Unconditional bank guarantee, in the format provided with all conditions indicated and Validity within prescribed time limits
2.14.1	<i>Bidders shall provide 1 ORIGINAL document only</i>
2.15.2 (b)	The closing date of the Tender shall be Thursday, 14th January, 2021 at 11.00am

EVALUATION CRITERIA

- (i) Preliminary Examination (Mandatory)
- (ii) Technical Evaluation – 80% Pass Mark

(I) PRELIMINARY EXAMINATION (MANDATORY)

1. Copy of Certificate of Incorporation
2. Tender security (**Kshs. 100,000.00**) ~ Unconditional bank guarantee, in the format provided with all conditions indicated and Validity within prescribed time limits
3. Copy of **Valid** Tax Compliance Certificate (Will be verified on the KRA TCC Checker)
4. Copy of **valid** Single Business Permit
5. Copy of **recent** CR 12 form (Issued within the last 12 months from the Tender Opening Date)
6. To enhance equity, bidders shall bid for a maximum of Two (2) Lots, but can only be Awarded a Maximum of One (1) Lot, under this Tender Notice. Bidders who participate in more than Two (2) Lots **SHALL** be disqualified
7. Bidders shall **sequentially** serialize all pages of each tender document submitted.
8. Forms of tender **duly** filled and signed
9. **Duly** filled Confidential Business Questionnaire
10. Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for the entire Contract period from the closing date of the tender.
11. Must hold a **valid** Certificate of Registration of Filming Companies and Agents (CAP. 222) issued by the Kenya Film Classification Board (attach copy of membership certificate).
12. The Lead Consultant/ Producer must be a member of the Public Relations Society of Kenya or the Marketing Society of Kenya of current good standing (attach copy of membership certificate and copy of membership payment receipt).
13. The Director shall be a member of the Public Relations Society of Kenya or the Marketing Society of Kenya of current good standing (attach copy of Membership Certificate and copy of membership payment receipt).
14. List and proof of ownership of technical equipment to execute the consultancy as follows;
 - i) Broadcast quality filming equipment, preferably high definition.
 - ii) Editing suite or mixer.
 - iii) Professional equipment for aerial documentation of the project.

Only bidders who shall meet all the mandatory requirements shall proceed to technical evaluation.

(II) TECHNICAL EVALUATION

ITEM	DELIVERABLE	Marks
Interpretation	The service provider shall be required to submit detailed own interpretation and understanding of the assignment at the point of submission of tender, including an understanding of the road project.	20
Communication Strategy	The service provider shall detail their understanding of the project and the objectives of the documentation, and shall	30

ITEM	DELIVERABLE	Marks
	develop and enumerate a strategic communication strategy that will be followed and realized through this assignment.	
Work Plan	The service provider shall be required to submit a work plan on how the task will be implemented and submit a schedule of proposed interviews at the point of submission of tender.	15
	Submit three (3) samples of documentaries they have developed, with clearly indicated references for each documentary for KeNHA's verification	9
	Have undertaken the production of corporate documentaries over the past three (3) years (attach evidence).	10
	<p>A strong and formidable team to undertake the assignment as follows;</p> <ul style="list-style-type: none"> i. Executive Producer/Team Leader: A Bachelor's Degree in communication and a post graduate qualification (diploma or degree) or in communication from a recognized university, and at least 5 years in communication research or development communication. ii. Director/Producer: A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least three (3) years relevant experience. iii. Camera Works Team: A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least 2 years relevant experience. <p>(Attach current CVs for the three above-listed, duly certified by both the agency and the staff, and certificates for the respective proposed staff)</p>	<p>6</p> <p>5</p> <p>5</p>
	Overall Marks	100

(Note: Minimum score to qualify for financial evaluation shall be 80%)

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any a warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.11 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 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 be written in the same language.

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

a) Information that complement provisions of section III must be incorporated

b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be Incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

Reference of General Conditions of Contract	Special Condition of Contract
3.6 Performance security	5% of total cost
3.8 Payment	Payment shall be made by KeNHA upon successful completion of the contracted services.
3.9 Price adjustment	There shall be no price adjustment
3.17 Applicable law	Laws of Kenya
3.18 Notices	Kenya National Highways Authority P.O. Box 49712 – 00100, Nairobi

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

SECTION VI DESCRIPTION OF SERVICES

1. LOT 1: PROVISION OF COMPREHENSIVE DOCUMENTATION OF MAU MAU ROAD PROJECTS

INTRODUCTION

Kenya National Highways Authority (KeNHA) is an Autonomous Roads Agency under the Ministry of Transport, Infrastructure, and Housing and Urban Development and Public Works (MoTIHUD&PW). The Authority is responsible for the management, development, rehabilitation and maintenance of International and National trunk roads linking centers of international importance and crossing international boundaries or terminating at international ports (class A roads), national trunk roads linking internationally important centers (Class B roads), and special roads (Class S roads).

In undertaking this mandate, the Authority propels the country to achieve its infrastructure goals as espoused in the Vision 2030. Currently, the road network under KeNHA's mandate is approximately 18,000km.

RATIONAL FOR CONSULTANCY

The Authority through the Corporate Communication Department plans to engage a consultant for the baseline documentation of Mau Mau Roads. The proposed documentation will be used to prepare documentaries to effectively communicate the expected socio-economic development and the impact to be experienced in the region upon completion of the road projects.

The documentation will also be used for purposes of future knowledge management for the authority.

LOCATION OF THE PROJECT

The Mau Mau Roads are a combination of seven projects traversing through the Aberdare Belt touching the counties of Kiambu, Murang'a, Nyeri and Nyandarua. This project targets the rich agricultural Central Region and follows the Mau Mau Corridor as a means to honour the freedom fighters.

The documentation content will cover the seven projects dubbed 'Mau Mau Roads' whose construction is currently ongoing. The roads to be covered under the consultancy include:

1. Mau Mau LOT 1A, Kiambu County
2. Mau Mau LOT 1B, Kiambu County
3. Mau Mau LOT 2, Murang'a County

4. Mau Mau LOT 3, Nyeri County

The identified projects will open the country and create an enabling environment for economic growth. The content will also be archived for future knowledge transfer within KeNHA.

OBJECTIVES OF THE CONSULTANCY

The Authority is seeking the services of an experienced audio-visual consultant with the requisite level of expertise and experience to document the current condition of the Mau Mau Roads.

SPECIFIC TASKS

With the guidance of the Corporate Communication Department, the broadcast audio-visual consultant shall on location, film and document (both audio-visual and still, as well as aerial documentation - Drone).

1. The current state of the road including bridge structures, buildings to be demolished, markets and drainages.
2. Identify and document socio – economic benefits of the projects in Kenya and the East Africa Region.
3. Document various stakeholders.
4. Identify and profile various residents and transporters/ business persons to be used as a linkage to showcase the positive transformation the project will have on their livelihoods after completion.
5. Capture the expectations of the people with regards to the project, both audio and visual.
6. Document the socio-economic benefits of the projects, covering the many trading centres across the projects.
7. Conduct a baseline documentation of the infrastructure facility and surrounding areas.
8. Interview different stakeholders on location to find out how the project is/has impacting/impacted their lives.
9. Record aerial and semi –aerial shots of various locations along the project as directed by the client.
10. Provide audio-video recordings of the current state of the road captured at salient locations. Each footage clip must capture the chainage of the coverage, and these must be recorded and clearly annexed on log sheets to allow comparison of a before and after the implementation of the projects.
11. Produce a 30-minute English language documentary capturing/wrapping all the road projects.
12. Produce a 10-minute English language documentary capturing/wrapping all the road projects.

13. Produce a 10-minute Kikuyu language documentary capturing/wrapping all the road projects.

Broadcast the 10-minute documentary in 2 television stations broadcasting in Kikuyu language during evening prime time, preceded by promotional trailers for a period of 3 days preceding the documentary airing.

AUDIO-VIDEO REQUIREMENTS

1. All video recording shall be done during time of good visibility. No video recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

2. The consultancy shall provide all color digital video to the Authority.

3. Prior to commencement of audio-video recording, the consultancy shall notify the Authority through the Assistant Director Corporate Communication in writing within 48-hours of the audio-video recording.

KeNHA will provide designated representatives to accompany and observe all video recording operations. Audio-video recording completed without KeNHA Representation will be unacceptable unless specifically authorized by the KeNHA.

4. Information appearing on the video recording must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.

5. Written documentation must coincide with the information on the DVD so as to make easy retrieval of locations at a later date.

TERMS OF REFERENCE

ITEM	DELIVERABLES
Interpretation	The service provider shall be required to submit detailed own interpretation of the assignment at the point of submission of tender.
Understanding of the Project Road	The service provider shall be required to submit their understanding of the project road and area in general and submit their understanding of the road project.
Work Plan	The service provider shall be required to submit a work plan on how the task will be implemented and submit a schedule of the proposed interviews at the point of submission of the tender.
Baseline Plan	The service provider shall be required to submit baseline documentation plan at the point of submission of tender.

Strategic Communication	Props and provide strategic communication platform linking the pre-construction and post-construction stages to enable the Authority to showcase the impact the road will have upon completion.
Script	Submit a script for approval by KeNHA after successful engagement, and produce a 30 minute quality documentary and a 10 minute quality documentary about the project road and its positive impact to residents and the economy in general for airing in two (2 No.) TV stations. The service provider shall also produce a one (1 No.) trailer for posting on KeNHA's social media sites.
Presentation of Draft Documentaries	To be presented to KeNHA for comments at the end of the project.
Raw Footage	The service provider shall be required to conduct a comprehensive baseline survey of the project road and submit all raw footage of the documentation at the end of the exercise, with all the tapes marked for ease of future follow up.
Soft Copies in DVD Format	The service provider shall be required to submit the final copies of the documentaries in DVD format (10 pieces branded for each documentary).

THE FIRM, KEY PERSONNEL AND EQUIPMENT

The minimum qualification for the key staff shall be as follows;-

1. The Consultancy Firm

- The consultancy firm shall be a firm registered under the Companies' Act.
- Submit three (3) samples of documentaries they have developed, with clearly indicated references for each documentary for the consultant's verification.
- Have undertaken production of corporate documentaries or development / infrastructure work related documentaries. (Attach 5 copies of relevant LSO's from the various corporate clients produced over the past 3 years).
- Letters of recommendation in original letterheads containing contact details of key communication personnel for works stated above must be attached for verification and authentication.
- The consultancy firm must have under its engagement key qualified communication specialists involved in the area of communication research or development communication as outlined below:

2. Executive Producer/Team Leader – 1 No

The minimum required experience of the Lead Consultant shall be:

- The Executive Producer/Team Leader must be a member of the Public Relations Society of Kenya of current good standing (attach copy of membership certificate and a copy of payment receipt).
- A bachelor's degree in communication and a postgraduate qualification (diploma or degree) in communication from a recognized university, and at least 5 years in communication research or development communication.

3. Producer/Director - 1 No

The minimum required experience of the Producer/Director shall be:

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least three (3) years relevant experience.

4. Camera Works Team

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least 2 years relevant experience.

(Attach current CVs for the three above-listed, duly certified by both the agency and the staff, and certificates for the respective proposed staff).

Please note:-

- Specific role of each of the staff must be stated in the Curriculum Vitae. Each staff proposed for the assignment must have signed the C.V. and the same be countersigned by the firm's representative. Relevant copies of certificates should be attached.
- Working knowledge of English and Kiswahili is required.
- The Consultant will be required to provide a schedule of other staff that may be used for the assignment.

SUPERVISION OF WORK

- The Consultancy firm will be hired under the Authority's terms of contract and supervised by Corporate Communication Department solely for the purpose of delivering the above outputs, within the agreed time frame and quality standard.
- KeNHA as the client shall provide necessary support to the consultant in order to execute the assignment during the duration of the consultancy. These shall include access to relevant project documents and briefs under the consultancy.

KeNHA shall provide the Consultant with all the data and reports in its possession and that it may deem safe to provide, that the consultant may need to assist them in carrying out these duties.

DURATION

- The Assignment is for a period of Four (4) months from the date of issuance of the order to commence till the submission of the final documentaries & infomercials.

All the information/footage generated shall remain the property of KeNHA and cannot be used for any other purpose unless with authority from KeNHA.

INTELLECTUAL PROPERTY

All information pertaining to this assignment (documentary, audio, digital, project documents, raw footage etc.) belonging to KeNHA, which the Consultancy firm may come into contact with in the performance of his/her, duties under this consultancy shall remain the property of Kenya National Highways Authority who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the Client in line with the National and International Copyright Laws applicable. The Consultancy agency shall be required to submit the raw footage of the documentations (tapes).

RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for all his office and living accommodation, transportation, equipment, secretarial services, investigation, telephones, postage and everything else necessary for the satisfactory execution and completion of the services. The Consultant may however carry out certain assignment within the premises of KeNHA but they must receive prior approval of the Client. The Consultant will work closely work with KeNHA Corporate Communication Department under the leadership of the Assistant Director, Corporate Communication.

2. LOT 3: PROVISION OF COMPREHENSIVE DOCUMENTATION OF THIKA - MAGUMU & NJABINI – NAIVASHA ROAD PROJECTS

INTRODUCTION

Kenya National Highways Authority (KeNHA) is an Autonomous Roads Agency under the Ministry of Transport, Infrastructure, and Housing and Urban Development and Public Works (MoTIHUD&PW). The Authority is responsible for the management, development, rehabilitation and maintenance of International and National trunk roads linking centers of international importance and crossing international boundaries or terminating at international ports (class A roads), national trunk roads linking internationally important centers (Class B roads), and special roads (Class S roads).

In undertaking this mandate, the Authority propels the country to achieve its infrastructure goals as espoused in the Vision 2030. Currently, the road network under KeNHA's mandate is approximately 18,000km.

RATIONALE FOR CONSULTANCY

The Authority through the Corporate Communication Department plans to engage a consultant for the baseline documentation of Mau Mau Roads. The proposed documentation will be used to prepare documentaries to effectively communicate the expected socio-economic development and the impact to be experienced in the region upon completion of the road projects.

The documentation will also be used for purposes of future knowledge management for the authority.

LOCATION OF THE PROJECT

The Mau Mau Roads are a combination of seven projects traversing through the Aberdare Belt touching the counties of Kiambu, Murang'a, Nyeri and Nyandarua. This project targets the rich agricultural Central Region.

The documentation content will cover the following projects whose construction is currently ongoing. The roads to be covered under the consultancy are:

1. Kinyona – Gatura – Njabini
2. Thika – Magumu
3. Naivasha - Njabini

The identified projects will open the country and create an enabling environment for economic growth. The content will also be archived for future knowledge transfer within KeNHA and the PPP Unit of the National Treasury.

OBJECTIVES OF THE CONSULTANCY

The Authority is seeking the services of an experienced audio-visual consultant with the requisite level of expertise and experience to document the current condition of the above Roads.

SPECIFIC TASKS

With the guidance of the Corporate Communication Department, the broadcast audio-visual consultant shall on location, film and document (both audio- visual and still, as well as aerial documentation - Drone).

1. The current state of the road including bridge structures, buildings to be demolished, markets and drainages.
2. Identify and document socio – economic benefits of the projects in Kenya and the East Africa Region.
3. Document various stakeholders.
4. Identify and profile various residents and transporters/ business persons to be used as a linkage to showcase the positive transformation the project will have on their livelihoods after completion.

5. Capture the expectations of the people with regards to the project, both audio and visual.
6. Document the socio-economic benefits of the projects, covering the many trading centres across the projects.
7. Conduct a baseline documentation of the infrastructure facility and surrounding areas.
8. Interview different stakeholders on location to find out how the project is/has impacting/impacted their lives.
9. Record aerial and semi –aerial shots of various locations along the project as directed by the client.
10. Provide audio-video recordings of the current state of the road captured at salient locations. Each footage clip must capture the chainage of the coverage, and these must be recorded and clearly annexed on log sheets to allow comparison of a before and after the implementation of the projects.
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Broadcast the 10-minute documentary in 2 television stations broadcasting in Kikuyu language during evening prime time, preceded by promotional trailers for a period of 3 days preceding the documentary airing.

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1. All video recording shall be done during time of good visibility. No video recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.
2. The consultancy shall provide all color digital video to the Authority.
3. Prior to commencement of audio-video recording, the consultancy shall notify the Authority through the Assistant Director Corporate Communication in writing within 48-hours of the audio-video recording.

KeNHA will provide designated representatives to accompany and observe all video recording operations. Audio-video recording completed without KeNHA Representation will be unacceptable unless specifically authorized by the KeNHA.

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Strategic Communication	Props and provide strategic communication platform linking the pre-construction and post-construction stages to enable the Authority to showcase the impact the road will have upon completion.
Script	Submit a script for approval by KeNHA after successful engagement, and produce a 30 minute quality documentary and a 10 minute quality documentary about the project road and its positive impact to residents and the economy in general for airing in two (2 No.) TV stations. The service provider shall also produce a one (1 No.) trailer for posting on KeNHA's social media sites.
Presentation of Draft Documentaries	To be presented to KeNHA for comments at the end of the project.
Raw Footage	The service provider shall be required to conduct a comprehensive baseline survey of the project road and submit all raw footage of the documentation at the end of the exercise, with all the tapes marked for ease of future follow up.
Soft Copies in DVD Format	The service provider shall be required to submit the final copies of the documentaries in DVD format (10 pieces branded for each documentary).

THE FIRM, KEY PERSONNEL AND EQUIPMENT

The minimum qualification for the key staff shall be as follows;-

1. The Consultancy Firm

- The consultancy firm shall be a firm registered under the Companies' Act.

- Submit three (3) samples of documentaries they have developed, with clearly indicated references for each documentary for the consultant's verification.
- Have undertaken production of corporate documentaries or development / infrastructure work related documentaries. (Attach 5 copies of relevant LSO's from the various corporate clients produced over the past 3 years).
- Letters of recommendation in original letterheads containing contact details of key communication personnel for works stated above must be attached for verification and authentication.
- The consultancy firm must have under its engagement key qualified communication specialists involved in the area of communication research or development communication as outlined below:

2. Executive Producer/Team Leader – 1 No

The minimum required experience of the Lead Consultant shall be:

- The Executive Producer/Team Leader must be a member of the Public Relations Society of Kenya of current good standing (attach copy of membership certificate and a copy of payment receipt).
- A bachelor's degree in communication and a postgraduate qualification (diploma or degree) in communication from a recognized university, and at least 5 years in communication research or development communication.

3. Producer/Director - 1 No

The minimum required experience of the Producer/Director shall be:

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least three (3) years relevant experience.

4. Camera Works Team

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least 2 years relevant experience.

(Attach current CVs for the three above-listed, duly certified by both the agency and the staff, and certificates for the respective proposed staff).

Please note:-

- Specific role of each of the staff must be stated in the Curriculum Vitae. Each staff proposed for the assignment must have signed the C.V. and the same be countersigned by the firm's representative. Relevant copies of certificates should be attached.

- Working knowledge of English and Kiswahili is required.
- The Consultant will be required to provide a schedule of other staff that may be used for the assignment.

SUPERVISION OF WORK

- The Consultancy firm will be hired under the Authority's terms of contract and supervised by Corporate Communication Department solely for the purpose of delivering the above outputs, within the agreed time frame and quality standard.
- KeNHA as the client shall provide necessary support to the consultant in order to execute the assignment during the duration of the consultancy. These shall include access to relevant project documents and briefs under the consultancy.

KeNHA shall provide the Consultant with all the data and reports in its possession and that it may deem safe to provide, that the consultant may need to assist them in carrying out these duties.

DURATION

- The Assignment is for a period of Four (4) months from the date of issuance of the order to commence till the submission of the final documentaries & infomercials.

All the information/footage generated shall remain the property of KeNHA and cannot be used for any other purpose unless with authority from KeNHA.

INTELLECTUAL PROPERTY

All information pertaining to this assignment (documentary, audio, digital, project documents, raw footage etc.) belonging to KeNHA, which the Consultancy firm may come into contact with in the performance of his/her, duties under this consultancy shall remain the property of Kenya National Highways Authority who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the Client in line with the National and International Copyright Laws applicable. The Consultancy agency shall be required to submit the raw footage of the documentations (tapes).

RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for all his office and living accommodation, transportation, equipment, secretarial services, investigation, telephones, postage and everything else necessary for the satisfactory execution and completion of the services. The Consultant may however carry

out certain assignment within the premises of KeNHA but they must receive prior approval of the Client. The Consultant will work closely work with KeNHA Corporate Communication Department under the leadership of the Assistant Director, Corporate Communication.

LOT 3: PROVISION OF COMPREHENSIVE DOCUMENTATION OF MOMBASA – MTWAPA - KILIFI ROAD PROJECT

INTRODUCTION

Kenya National Highways Authority (KeNHA) is an Autonomous Roads Agency under the Ministry of Transport, Infrastructure, Housing and Urban Development and Public Works (MoTIHUD&PW). The Authority is responsible for the management, development, rehabilitation and maintenance of International and National trunk roads linking centers of international importance and crossing international boundaries or terminating at international ports (class A roads), national trunk roads linking internationally important centers (Class B roads), and special roads (Class S roads).

In undertaking this mandate, the Authority propels the country to achieve its infrastructure goals as espoused in the Vision 2030 and the BIG 4 Agenda. Currently, the road network under KeNHA's mandate is approximately 18,000km spread across the country.

RATIONALE FOR CONSULTANCY

The Authority through the Corporate Communication Department seeks to engage a consultant for the baseline documentation of the Mombasa- Mtwapa- Kilifi Road. The proposed documentation is expected to capture the status of the road as is, and to be used to effectively communicate the expected socio-economic development and the impact to be experienced in the region upon completion of the road project.

The documentation will also be used for purposes of future knowledge management for the authority.

PROJECT DETAILS

The Government of the Republic of Kenya has received a loan from the African Development Bank (AfDB) and African Development fund (ADF), and a grant from the European Union (EU) to finance the Multinational Bagamoyo – Horohoro/ LungaLunga – Malindi Road Phase I: Mombasa – Mtwapa – Kilifi (A7) Road Section (53.9Km).

The proposed works involve construction of a dual carriageway with Service Lanes, Grade Separated Interchanges and Non-Motorized traffic facilities from North of Nyalı Bridge to the start of Mtwapa Bridge (13.5km – Lot 1) and also improvement of the single carriageway to dual carriageway upto Kwa Kadzengo (7km) and expansion of the single carriage for the remaining section upto Kilifi (40.4Km – Lot 2).

OBJECTIVES OF THE CONSULTANCY

The Authority is seeking the services of an experienced audio-visual consultant with the requisite level of expertise and experience to document the current condition of the Mombasa- Mtwapa-Kilifi Road.

SPECIFIC TASKS

With the guidance of the Corporate Communication Department, the broadcast audio-visual consultant shall on location, film and document (both audio- visual and still, as well as aerial documentation - Drone).

1. The current state of the road including bridge structures, buildings to be demolished, markets and drainages.
2. Identify and document socio – economic benefits of the projects in Kenya and the East Africa Region.
3. Document various stakeholders.
4. Identify and profile various residents and transporters/ business persons to be used as a linkage to showcase the positive transformation the project will have on their livelihoods after completion.
5. Capture the expectations of the people with regards to the project, both audio and visual.
6. Document the socio-economic benefits of the projects, covering the many trading centres across the projects.
7. Conduct a baseline documentation of the infrastructure facility and surrounding areas.
8. Interview different stakeholders on location to find out how the project is/has impacting/impacted their lives.
9. Record aerial and semi –aerial shots of various locations along the project as directed by the client.
10. Provide audio-video recordings of the current state of the road captured at salient locations. Each footage clip must capture the chainage of the coverage, and these must be recorded and clearly annexed on log sheets to allow comparison of a before and after the implementation of the projects.
11. Produce a 30-minute English language documentary capturing/wrapping all the road projects.
12. Produce a 10-minute English language documentary capturing/wrapping all the road projects.
13. Broadcast the 10-minute documentary in 2 national coverage television stations during evening prime time, preceded by promotional trailers for a period of 3 days preceding the documentary airing.

AUDIO-VIDEO REQUIREMENTS

1. All video recording shall be done during time of good visibility. No video recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

2. The consultancy shall provide all color digital video to the Authority.

3. Prior to commencement of audio-video recording, the consultancy shall notify the Authority through the Assistant Director Corporate Communication in writing within 48-hours of the audio-video recording.

KeNHA will provide designated representatives to accompany and observe all video recording operations. Audio-video recording completed without KeNHA Representation will be unacceptable unless specifically authorized by the KeNHA.

4. Information appearing on the video recording must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.

5. Written documentation must coincide with the information on the DVD so as to make easy retrieval of locations at a later date.

TERMS OF REFERENCE

ITEM	DELIVERABLES
Interpretation	The service provider shall be required to submit detailed own interpretation of the assignment at the point of submission of tender.
Understanding of the Project Road	The service provider shall be required to submit their understanding of the project road and area in general and submit their understanding of the road project.
Work Plan	The service provider shall be required to submit a work plan on how the task will be implemented and submit a schedule of the proposed interviews at the point of submission of the tender.
Baseline Plan	The service provider shall be required to submit baseline documentation plan at the point of submission of tender.
Strategic Communication	Props and provide strategic communication platform linking the pre-construction and post-construction stages to enable the Authority to showcase the impact the road will have upon completion.
Script	Submit a script for approval by KeNHA after successful engagement, and produce a 30 minute quality documentary and a 10 minute quality documentary about the project road and its positive impact to residents and the economy in general for airing in two (2 No.) TV stations.

	The service provider shall also produce a one (1 No.) trailer for posting on KeNHA's social media sites.
Presentation of Draft Documentaries	To be presented to KeNHA for comments at the end of the project.
Raw Footage	The service provider shall be required to conduct a comprehensive baseline survey of the project road and submit all raw footage of the documentation at the end of the exercise, with all the tapes marked for ease of future follow up.
Soft Copies in DVD Format	The service provider shall be required to submit the final copies of the documentaries in DVD format (10 pieces branded for each documentary).

THE FIRM, KEY PERSONNEL AND EQUIPMENT

The minimum qualification for the key staff shall be as follows;-

1. The Consultancy Firm

- The consultancy firm shall be a firm registered under the Companies' Act.
- Submit three (3) samples of documentaries they have developed, with clearly indicated references for each documentary for the consultant's verification.
- Have undertaken production of corporate documentaries or development / infrastructure work related documentaries. (Attach 5 copies of relevant LSO's from the various corporate clients produced over the past 3 years).
- Letters of recommendation in original letterheads containing contact details of key communication personnel for works stated above must be attached for verification and authentication.
- The consultancy firm must have under its engagement key qualified communication specialists involved in the area of communication research or development communication as outlined below:

2. Executive Producer/Team Leader – 1 No

The minimum required experience of the Lead Consultant shall be:

- The Executive Producer/Team Leader must be a member of the Public Relations Society of Kenya of current good standing (attach copy of membership certificate and a copy of payment receipt).
- A bachelor's degree in communication and a postgraduate qualification (diploma or degree) in communication from a recognized university, and at least 5 years in communication research or development communication.

3. Producer/Director - 1 No

The minimum required experience of the Producer/Director shall be:

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least three (3) years relevant experience.

4. Camera Works Team

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least 2 years relevant experience.

(Attach current CVs for the three above-listed, duly certified by both the agency and the staff, and certificates for the respective proposed staff).

Please note:-

- Specific role of each of the staff must be stated in the Curriculum Vitae. Each staff proposed for the assignment must have signed the C.V. and the same be countersigned by the firm's representative. Relevant copies of certificates should be attached.
- Working knowledge of English and Kiswahili is required.
- The Consultant will be required to provide a schedule of other staff that may be used for the assignment.

SUPERVISION OF WORK

- The Consultancy firm will be hired under the Authority's terms of contract and supervised by Corporate Communication Department solely for the purpose of delivering the above outputs, within the agreed time frame and quality standard.
- KeNHA as the client shall provide necessary support to the consultant in order to execute the assignment during the duration of the consultancy. These shall include access to relevant project documents and briefs under the consultancy.

KeNHA shall provide the Consultant with all the data and reports in its possession and that it may deem safe to provide, that the consultant may need to assist them in carrying out these duties.

DURATION

- The Assignment is for a period of Four (4) months from the date of issuance of the order to commence till the submission of the final documentaries & infomercials.

All the information/footage generated shall remain the property of KeNHA and cannot be used for any other purpose unless with authority from KeNHA.

INTELLECTUAL PROPERTY

All information pertaining to this assignment (documentary, audio, digital, project documents, raw footage etc.) belonging to KeNHA, which the Consultancy firm may come into contact with in the performance of his/her, duties under this consultancy shall remain the property of Kenya National Highways Authority who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the Client in line with the National and International Copyright Laws applicable. The Consultancy agency shall be required to submit the raw footage of the documentations (tapes).

RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for all his office and living accommodation, transportation, equipment, secretarial services, investigation, telephones, postage and everything else necessary for the satisfactory execution and completion of the services. The Consultant may however carry out certain assignment within the premises of KeNHA but they must receive prior approval of the Client. The Consultant will work closely work with KeNHA Corporate Communication Department under the leadership of the Assistant Director, Corporate Communication.

3. LOT 4: PROVISION OF COMPREHENSIVE DOCUMENTATION OF CSR WITHIN KENHA PROJECTS

ABOUT KENYA NATIONAL HIGHWAYS AUTHORITY (KENHA)

Kenya National Highways Authority (KeNHA) is an Autonomous Roads Agency under the Ministry of Transport, Infrastructure, and Housing and Urban Development and Public Works (MoTIHUD&PW). The Authority is responsible for the management, development, rehabilitation and maintenance of International and National trunk roads linking centers of international importance and crossing international boundaries or terminating at international ports (Class A roads), national trunk roads linking internationally important centers (Class B roads), and special roads (Class S roads).

In undertaking this mandate, the Authority propels the country to achieve its infrastructural goals as espoused in the Vision 2030. Currently, the road network under KeNHA's mandate is approximately 18,000km.

RATIONALE FOR CONSULATNCY

While undertaking this mandate, the Authority is alive to the fact that road projects traverse in areas where different communities live and therefore, it is important to show the human face while implementing them through Corporate Social Responsibility (CSR) initiatives.

By so doing, KeNHA will foster a mutual relationship that will enhance the social aspects of communities living along the project routes.

The Authority therefore, plans to engage a consultant to document completed and ongoing CSR initiatives within KeNHA projects.

The proposed documentation will be used to prepare a documentary to effectively communicate the immense positive impact the CSR initiatives have in enhancing socio aspects of life of the people living along the project routes upon completion.

The documentation will also be used for the purposes of future knowledge management for the Authority.

LOCATION OF THE PROJECTS

The assignment will cover CSR initiatives in major projects across the ten KeNHA Regions namely:

1. Coast
2. Lower Eastern
3. Upper Eastern
4. Central
5. North Eastern
6. North Rift
7. South Rift
8. Western
9. Nyanza
10. Nairobi

OBJECTIVE

The Authority is seeking the services of an experienced audio-visual and photographer consultant with requisite level of expertise and experience to document major CSR initiatives being undertaken within different road projects across the country.

SPECIFIC TASKS

With guidance from KeNHA Corporate Communication Department, the broadcast audio-visual and photographer consultant shall on location, film and document (both audio-visual and still documentation):

1. Identify and document socio-economic benefits of different CSR Initiatives within projects traversing across the country.
2. Document the views of the various key stakeholders in regards to CSR initiatives being implemented within their respective regions.
3. Identify and profile various stakeholders to be used as a linkage to showcase the positive transformation the project shall have on their livelihoods after completion.
4. Undertake aerial documentation of the major CSR Initiatives within projects (Both video and still)

Under the direct supervision of KeNHA's Corporate Communication Department, the Consultancy firm will be required to;

1. Develop a comprehensive work plan of action for producing the documentary content;
2. Conduct the necessary background research;
3. Develop and enumerate a strategic communication strategy that will be followed and

realized through this assignment.

4. Document the socio-economic benefits expected of the project;
5. Conduct baseline documentation for CSR initiatives that are underway.
6. Interview different stakeholders on location to find out how the project is/ has impacting/ impacted their lives
7. Record aerial and semi-aerial shots of various locations along projects as directed by the client.

DELIVERABLES

1. Submit a detailed own interpretation of each element of the assignment at the point of submission of tender.
2. Submit consultant understanding of KeNHA Road Network and the proposed assignment at the point of submission of tender.
3. Submit a proposed work plan on how the task will be implemented, and submit a schedule of proposed interviews at the point of submission of tender.
4. Submit a script for approval by KeNHA after successful engagement;
5. Present draft documentary to KeNHA for comments at the end of the project;
6. Submit raw footage of the documentation at the end of the exercise, with all tapes marked vis-à-vis road drainage, for ease of future follow-up;
7. Submit the final copy of the documentary in DVD format and branded (10 pieces)

AUDIO-VIDEO REQUIREMENTS

1. All video recording shall be done during time of good visibility. No video recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

2. The consultancy shall provide all color digital video to the Authority.

3. Prior to commencement of audio-video recording, the consultancy shall notify the Authority through the Assistant Director Corporate Communication in writing within 48-hours of the audio-video recording.

KeNHA will provide designated representatives to accompany and observe all video recording operations. Audio-video recording completed without KeNHA Representation will be unacceptable unless specifically authorized by the KeNHA.

4. Information appearing on the video recording must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
5. Written documentation must coincide with the information on the DVD so as to make easy retrieval of locations at a later date.

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Baseline Plan	The service provider shall be required to submit baseline documentation plan at the point of submission of tender.
Strategic Communication	Props and provide strategic communication platform linking the pre-construction and post-construction stages to enable the Authority to showcase the impact the road will have upon completion.
Script	Submit a script for approval by KeNHA after successful engagement, and produce a 30 minute quality documentary and a 10 minute quality documentary about the project road and its positive impact to residents and the economy in general for airing in two (2 No.) TV stations. The service provider shall also produce a one (1 No.) trailer for posting on KeNHA's social media sites.
Presentation of Draft Documentaries	To be presented to KeNHA for comments at the end of the project.
Raw Footage	The service provider shall be required to conduct a comprehensive baseline survey of the project road and submit all raw footage of the documentation at the end of the exercise, with all the tapes marked for ease of future follow up.
Soft Copies in DVD Format	The service provider shall be required to submit the final copies of the documentaries in DVD format (10 pieces branded for each documentary).

THE FIRM, KEY PERSONNEL AND EQUIPMENT

The minimum qualification for the key staff shall be as follows;-

1. The Consultancy Firm

- The consultancy firm shall be a firm registered under the Companies' Act.
- Submit three (3) samples of documentaries they have developed, with clearly indicated references for each documentary for the consultant's verification.
- Have undertaken production of corporate documentaries or development / infrastructure work related documentaries. (Attach 5 copies of relevant LSO's from the various corporate clients produced over the past 3 years).
- Letters of recommendation in original letterheads containing contact details of key communication personnel for works stated above must be attached for verification and authentication.
- The consultancy firm must have under its engagement key qualified communication specialists involved in the area of communication research or development communication as outlined below:

2. Executive Producer/Team Leader – 1 No

The minimum required experience of the Lead Consultant shall be:

- The Executive Producer/Team Leader must be a member of the Public Relations Society of Kenya of current good standing (attach copy of membership certificate and a copy of payment receipt).
- A bachelor's degree in communication and a postgraduate qualification (diploma or degree) in communication from a recognized university, and at least 5 years in communication research or development communication.

3. Producer/Director - 1 No

The minimum required experience of the Producer/Director shall be:

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least three (3) years relevant experience.

4. Camera Works Team

- A minimum Diploma in Journalism/Mass Communication/ Broadcast Production or related field from a reputable institution, with at least 2 years relevant experience.

(Attach current CVs for the three above-listed, duly certified by both the agency and the staff, and certificates for the respective proposed staff).

Please note:-

- Specific role of each of the staff must be stated in the Curriculum Vitae. Each staff

proposed for the assignment must have signed the C.V. and the same be countersigned by the firm's representative. Relevant copies of certificates should be attached.

- Working knowledge of English and Kiswahili is required.
- The Consultant will be required to provide a schedule of other staff that may be used for the assignment.

SUPERVISION OF WORK

- The Consultancy firm will be hired under the Authority's terms of contract and supervised by Corporate Communication Department solely for the purpose of delivering the above outputs, within the agreed time frame and quality standard.
- KeNHA as the client shall provide necessary support to the consultant in order to execute the assignment during the duration of the consultancy. These shall include access to relevant project documents and briefs under the consultancy.

KeNHA shall provide the Consultant with all the data and reports in its possession and that it may deem safe to provide, that the consultant may need to assist them in carrying out these duties.

DURATION

- The Assignment is for a period of Four (4) months from the date of issuance of the order to commence till the submission of the final documentaries & infomercials.

All the information/footage generated shall remain the property of KeNHA and cannot be used for any other purpose unless with authority from KeNHA.

INTELLECTUAL PROPERTY

All information pertaining to this assignment (documentary, audio, digital, project documents, raw footage etc.) belonging to KeNHA, which the Consultancy firm may come into contact with in the performance of his/her, duties under this consultancy shall remain the property of Kenya National Highways Authority who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the Client in line with the National and International Copyright Laws applicable. The Consultancy agency shall be required to submit the raw footage of the documentations (tapes).

RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for all his office and living accommodation, transportation, equipment, secretarial services, investigation, telephones, postage and everything else necessary for the satisfactory execution and completion of the services. The Consultant may however carry out certain assignment within the premises of KeNHA but they must receive prior approval of the Client. The Consultant will work closely work with KeNHA Corporate Communication Department under the leadership of the Assistant Director, Corporate Communication.

SECTION VI - STANDARD FORMS

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SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender document

FORM OF TENDER – LOT 1

To:.....

Date:

Name and address of procuring entity_____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide the Services under this Tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the Tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of -----

FORM OF TENDER – LOT 2

To:.....

Date:

Name and address of procuring entity_____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide the Services under this Tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the Tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of -----

FORM OF TENDER – LOT 3

To:.....

Date:

Name and address of procuring entity_____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide the Services under this Tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the Tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of -----

FORM OF TENDER – LOT 4

To:.....

Date:

Name and address of procuring entity_____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide the Services under this Tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the Tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of -----

PRICE SCHEDULE OF SERVICE

NB: Bidders to provide a breakdown of cost elements to be transferred to the respective Price Schedules for each LOT

Lot 1: Provision of Comprehensive Documentation of Mau Mau Road Projects

No.	DESCRIPTION	COST
1.	Provision of Comprehensive Documentation of Mau Mau Road Projects	
TOTAL AMOUNT		

Signature of tenderer _____

Lot 2: Provision of Comprehensive Documentation of Thika - Magumu & Njabini – Naivasha Road Projects

No.	DESCRIPTION	COST
1.	Provision of Comprehensive Documentation of Thika - Magumu & Njabini – Naivasha Road Projects	
TOTAL AMOUNT		

Signature of tenderer _____

Lot 3: Provision of Comprehensive Documentation of Mombasa – Mtwapa - Kilifi Road Projects

No.	DESCRIPTION	COST
1.	Provision of Comprehensive Documentation of Mombasa – Mtwapa - Kilifi Road Project	
TOTAL AMOUNT		

Signature of tenderer _____

Lot 4: Provision of Comprehensive Documentation of CSR within KeNHA Projects

No.	DESCRIPTION	COST
1.	Provision of Comprehensive Documentation of CSR within KeNHA Projects	
TOTAL AMOUNT		

Signature of tenderer _____

CONTRACT FORM

THIS AGREEMENT made the day of 20 between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.

Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of.....[contract price in words and figures]

AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the(for the Procuring entity

Signed, sealed, delivered by the(for the tenderer)

in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c)

whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name.....
Location of Business Premises Plot
No,Street/Road..... Postal
addressTel No.Fax Email..... Nature of
Business Registration
Certificate No. Maximum value of
business which you can handle at any one time – Kshs..... Name of your
bankers.....
Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details
.....

Part 2 (b) – Partnership

Given details of partners as follows

Name Nationality Citizenship details Shares

1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs. Issued Kshs.

Given details of all directors as follows

Name Nationality Citizenship details Shares

1.

- 2.
- 3.
- 4.

Date.....Signature of Candidate.....

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for the supply, and Installation of roller window Blinds for KeNHA offices situated at Barabara Plaza, (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at Kenya National Highways Authority (hereinafter called <KeNHA> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common

Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by KeNHA on the Form; or
2. If the bidder refuses to accept the correction of errors in his bid or,
3. If the tender, having been notified of the acceptance of its tender by KeNHA during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to KeNHA up to the above amount upon receipt of its first written demand, without KeNHA having to substantiate its demand, provided that in its demand KeNHA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed

SIGNATURE OF THE BANK.....

NAME OF SIGNATORYDATE.....

NAME OF THE WITNESS

SIGNATURE OF THE WITNESSDATE

ADDRESS OF THE WITNESS

**PERFORMANCE SECURITY
FORM**

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.

[reference number of the contract] dated 20 _____ to

_____ supply

[description of services] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or

argument, any sum of money within the limits of

..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the Kenya National Highway Authority ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Director General

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*)----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI - FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) ----- declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) ----- declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

FORM FOR FILING A REQUEST FOR DEBARMENT

FORM DC1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

1. To _____(Director General PPRA)_____

2. Person recommended for debarment _____(Name and full address)_____

3. Reason for debarment including references to sections of the Act or Regulations that have been breached _____(State reason)_____

4. Particulars of
the case _____

(Particulars of the procurement and dates attach evidence)_____

.....

.....

.....

Reporting Procuring Entity or a person requesting debarment _____ (Full address)_____ Signed
.....(Applicant)

Name of signatory _____

Designation _____

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

FOR OFFICIAL USE ONLY

Lodged with the Director General, Public Procurement Regulatory Authority

on.....day of20.....

Signed/Stamped Receipt

Director-General.