



STANDARD TENDER DOCUMENT

TENDER NO. KOTDA/RFP/070/2021-2022

FOR

**FRAMEWORK CONTRACT FOR PROVISION OF
PHOTOGRAPHY, VIDEOGRAPHY & DOCUMENTARY**



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SECTION I – INVITATION TO TENDER

Konza Technopolis Development Authority (KoTDA) now invites proposals from only eligible bidders for the following tender:

| No. | Reference | Description | Category | Closing Date |
|-----|-------------------------|---|----------|---|
| 1. | KoTDA/RFP/070/2021-2022 | Framework Agreement for Provision of Photography, Videography & Documentary | AGPO | Thursday 5 th May 2022 at 2.00pm |

Tender document with detailed information may be viewed and downloaded from www.konza.go.ke website free of charge from **Tuesday 12th April 2022** to **Thursday 5th May 2022**. Bidders who download the tender document from the website will be required to email their detailed contact information to procurement@konza.go.ke for recording, further clarifications, addenda and security clearance to facilitate site access.

All questions/clarifications regarding the project or offer of submission including requests for site visit, should be sent by email to procurement@konza.go.ke and copied to ceo@konza.go.ke by Tuesday 26th April 2022 at 1700hrs local Kenyan time. No other email addresses shall be used and KoTDA shall not be liable if bidders choose to send their information and/or enquiries to other email addresses

Tenderers shall submit **One Original** and **One Soft Copy** in a Flash disk or CD of all tender documents in plain sealed envelopes, with the Tender Number Clearly marked on the right-hand side corner and bearing no indication of the tenderer's name and addressed to:

The Chief Executive Officer
Konza Technopolis Development Authority
P.O. Box 1 - 90150,
KONZA TECHNOPOLIS, KENYA.
E-Mail; procurement@konza.go.ke and ceo@konza.go.ke
Tel; +254-20-4343013/4

and placed in the KoTDA Tender Box on the **7th Floor** of **Konza Complex, Konza Technopolis, located along Nairobi - Mombasa road near Malili Township** to reach the above address not later than Thursday 5th May 2022 at **1400hrs** local time.

Submitted bids will be opened publicly at the same venue shortly thereafter in the presence of the tenderers or their representatives who choose to attend.

Any form of canvassing will lead to automatic disqualification.

SECTION II - INSTRUCTION TO BIDDERS

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SECTION II - INSTRUCTIONS TO BIDDERS

2.1. Eligible Bidders

- 2.1.1 The Bidder 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 KoTDA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the Tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (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 KOTDA 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 Tender.
- 2.1.4 Bidders involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Contents of Tender Document

2.2.1 The Tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.

- (i) Instructions to Bidder
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Form of Tender
- (v) Price Schedules
- (vi) Confidential Business Questionnaire Form
- (vii) Notification of award

2.3 Contents of the document

- 2.3.1 The Bidder is expected to examine all instructions, forms, terms and specification 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 Bidders risk and may result in the rejection of its Tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the Tender documents may notify KoTDA by post, fax or by email at KoTDA's address indicated in the Invitation for Tender. KOTDA will respond

in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the Tender, prescribed by KoTDA. Written copies of the KoTDA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the Tender documents.

2.4.2 KoTDA shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Tender.

2.4.3 Preference where allowed in the evaluation of Tender shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of Tender, KoTDA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Tender documents by issuing an addendum.

2.5.2 The prospective Bidder who has been issued with the Tender document 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 Bidders reasonable time in which to take the amendment into account in preparing their Tender, KoTDA, at its discretion, may extend the deadline for the submission of Tender.

2.6 Language of Tender

2.6.1 The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and KoTDA shall be written in English language. Any printed literature furnished by the Bidder 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

2.7.1 The Tender prepared by the Bidder shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the Bidder is eligible to Tender and is qualified to perform the contract if its Tender is accepted;

2.8 Form of Tender

2.8.1 The Bidder shall complete the Tender Form and the Price Schedule furnished in the Tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The Bidder shall indicate on the form of Tender and the appropriate Price Schedule the unit prices and total Tender price 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 Bidder shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A Tender submitted with an adjustable price tender will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Bidders Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the Bidder shall furnish, as part of its Tender, documents establishing the Bidders eligibility to Tender and its qualifications to perform the contract if it's Tender is accepted.

2.11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Tender is accepted shall establish to KoTDA's satisfaction that the Bidder has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 Tender security shall be required.

2.13. Validity of Tender

2.13.1 Tender shall remain valid for 120 days after date of negotiations pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by KoTDA as non-responsive.

2.13.2 In exceptional circumstances, KoTDA may solicit the Bidder'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 Bidder granting the request will not be required nor permitted to modify its Tender.

2.14. Format and Signing of Tender

2.14.1 The Bidder shall prepare ONE original copy of Bid Document.

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 Bidder or a person or persons duly authorized to bind the Bidder to the

contract. All pages of the Tender, except for un-amended printed literature, shall be initialled 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 Bidder, in which case such corrections shall be initialled by the person or persons signing the Tender.

2.16. Deadline for Submission of Tender

Tender must be received by KoTDA at the address specified under paragraph 2.15.2 not later than Thursday 5th May, 2022 at 1400hrs.

2.17. Modification and Withdrawal of Tender

2.17.1 The Bidder 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, is received by KoTDA prior to the deadline prescribed for submission of Tender.

2.17.2 The Bidder'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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tender.

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

2.17.4 No Tender may be withdrawn in the interval between the deadline for submission of Tender and the expiration of the period of Tender validity. Withdrawal of a Tender during this interval may result in the Bidder's forfeiture of its Tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tender

2.18.1 KoTDA will Open the Tenders on Thursday 5th May 2022 at 1400hrs.

2.18.2 The Tender will be received the location specified in the invitation for Tender by the opening committee.

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 KoTDA, at its discretion, may consider appropriate, will be announced at the opening where applicable.

2.19 Clarification of Tender

2.19.1 To assist in the examination, evaluation and comparison of Tender KoTDA may, at its discretion, ask the Bidder 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 of the Tender shall be sought, offered, or permitted.

2.19.2 Any effort by the Bidder to influence KoTDA in its Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Bidders' Tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 KoTDA will examine the Tender to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tender are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the quarterly rate agreed and the total price that is obtained by dividing the total Tender sum by four quarters, the quarterly rate 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 forfeited if applicable. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 KoTDA may waive any minor informality or non-conformity 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 Bidder.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KoTDA 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. KoTDA'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 KoTDA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, KoTDA 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.

2.23. Contacting KoTDA

2.23.1 Subject to paragraph 2.19 no Bidder shall contact KoTDA 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 Bidder to influence KoTDA in its decisions on Tender evaluation, Tender comparison, or contract award may result in the rejection of the Bidders' Tender.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 KoTDA will award the contract to the successful Bidder whose Tender has been determined to be substantially responsive and has been determined to be the lowest evaluated Tender, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the Bidder 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.
- (e) Offered to comply to ALL requirements in the Detailed Terms of Reference of the service.
- (f) Shall have offered to provide services that meet ALL the Technical Requirements.

2.26. KoTDA's Right to accept or Reject any or all Tender

2.26.1 KoTDA reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tender at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KoTDA's action. If KoTDA determines that none of the Tender is responsive, KoTDA shall notify each Bidder who submitted a Tender.

2.26.2 KoTDA shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.26.3 A Bidder 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of Tender validity, KoTDA will notify the successful Bidder in writing that its Tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Bidder and KoTDA pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their Tender were not successful.

2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph

2.28 Signing of Contract

2.28.1 At the same time as KoTDA notifies the successful Bidder that its Tender has been accepted, KoTDA will simultaneously inform the other Bidders that their Tender have not been successful.

2.28.2 Within Thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to KoTDA.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from KoTDA, 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 KoTDA.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KoTDA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 KoTDA requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts. A Bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 KoTDA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to instructions to Bidders

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

| Instruction to Tenderers | Particulars of Appendix to instructions to Bidders |
|---------------------------------|--|
| 2.12 | Tender Security N/A |
| 2.14.1 | <i>Bidders shall provide 1 ORIGINAL and Soft Copy</i> |
| 2.15.2 (b) | The closing date of the Tender shall be Thursday 5th May, 2022 at 1400hrs. |
| 2.25.1 | Provide legal documentation and other registration documents as specified in the Evaluation Criteria |
| 2.29 | Performance Guarantee not Required |

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between KoTDA and the Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the Bidder including any documents, which the Bidder is required to provide to KoTDA under the Contract.
- (d) “KoTDA” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without KoTDA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KoTDA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without KoTDA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KoTDA and shall be returned (all copies) to KoTDA on completion of the contract's or performance under the Contract if so required by KoTDA.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify KoTDA 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

3.6.1 If performance security is applicable the contractor or service provider is required to submit it within twenty-eight (28) days of receipt of the notification of Contract award, the successful bidder shall furnish to KoTDA the performance security where applicable in the amount specified in SCC

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

3.6.3 The performance security if applicable shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KoTDA and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by KoTDA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Bidder in accordance with the terms specified by KoTDA in the schedule of requirements and the special conditions of contract

3.8. Payment

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

Payments shall be done after successful completion of the service.

Inspection and Acceptance committee appointed by Chief Executive Officer shall certify and approve invoice and all supporting documents.

All other conditions of payments in Finance Manual Policy and Procedures shall apply.

3.9. Prices

3.9.1 Prices charged by the service provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Bidder in its Tender.

3.10. Assignment

3.10.1 The Contractor OR service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with KoTDA's prior written consent.

3.11. Termination for Default

3.11.1 KoTDA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

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

3.11.2 In the event KoTDA 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 un-delivered and the Contractor shall be liable to KoTDA for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 KoTDA may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KoTDA.

3.13. Termination for Convenience

3.13.1 KoTDA 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 entities 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 KoTDA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 KoTDA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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

3.15.1. 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. Applicable Law

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

3.17 Force Majeure

3.17.1 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.

3.19 Notices

3.19.1 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 Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.3 Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below: -

| Reference of General Conditions of Contract | Special Condition of Contract |
|--|--|
| Contract Period | Thirty-Six (36) Months of Framework Contract terms (as and when Required basis) |
| 3.6 Performance security | N/A |
| 3.7 Delivery | <ol style="list-style-type: none"> 1. Provision of Services shall be at specified venues as and when required for a period of Three (3) Years. 2. Orders will be placed with the supplier by way of an official Local Service Order (LSO) 3. Orders shall be executed by the Service Provider as specified on the LSO 4. Invoice must be received from Service Provider immediately provision of the Services |
| 3.8 Payment | <p>Payment shall be made by KoTDA upon successful completion of the contracted services.</p> <p>Terms of payments - Credit period shall be 30days from the receipt of invoice</p> |
| 3.9 Price adjustment | There shall be no price adjustment |
| 3.16 Applicable law | Laws of Kenya |
| 3.18 Notices | <p>Konza Technopolis Development Authority P. O Box 1 – 90150, Konza Technopolis</p> |

SECTION V - TERMS OF REFERENCE

1. INTRODUCTION

Konza Technopolis (KT) is a key flagship project of Kenya's Vision 2030 economic development portfolio. Konza will be a world-class city, powered by a thriving information, communications and technology (ICT) sector, superior reliable infrastructure and business friendly governance systems. The Government of Kenya established the Konza Technopolis Development Authority (KoTDA) as a special purpose entity to facilitate the development of Konza Technopolis. The mission of KoTDA is to ensure that Konza grows into a sustainable, world-class technology hub and a major economic driver for the nation, with a vibrant mix of businesses, workers, residents, and urban amenities.

In order to implement its mandate of development of KT and attracting investors and investments, the authority intends to hire the services of photography, videography and social media services.

2. BACKGROUND

Digital engagement plays an important role in KoTDA's response to the ever-changing market dynamics especially in city development and investor attraction. As an Authority we are keen to find new ways of engaging investors by leveraging both traditional and digital strategic approaches to engaging our stakeholders and delivering value to the authority.

The agency will support and enable Konza to take both a traditional and digital strategic approach to marketing communication planning, integrating digital strategy, models, frameworks and techniques in achieving a competitive advantage.

3. SCOPE

The successful service provider will have the responsibility for Preparation, Transportation, Management of all logistical issues and arrangements related to the Provision of Photography and Videography Services they are undertaking for the function in question.

This contractual framework will guide in the procurement of the provision of the following during such functions:

- a. Photography Services
- b. Videography services
- c. Drone services - Photography and Videography
- d. Documentary

4. DELIVERABLES AND SPECIFICATIONS FOR THE SERVICES

4.1 Responsibilities of the Supplier

- a. The firm shall provide Photographic and video coverage of assigned events, forums, meetings or photo/video reportage for KoTDA's use on the social media as well as other communication channels
- b. Task will involve creation of a photo gallery and audio-visual product, site visits with the below deliverables:

- i. Provide and transmit video and Photo files at the end of each assignment
- ii. Provide the entire take of all photographs and video clipping from assignment with a selection of the best edited and optimized high resolution with metadata in all the photographs
- iii. Provide descriptive captions written in complete sentences in English

NOTE: Quantify the type/make, capacity (cc) and number of vehicles that will be used in the provision of the works/services to be provided under this contractual framework (to be submitted together with the bid document)

- c. Ensure that the services provided conform to the safety standards of KoTDA, which should include taking necessary safety precautions and/or insurance cover for professional hazards in the course of their contract execution.
- d. The supplier shall cater for all expenses related to provision of labour for the respective events and functions stipulated herein, transportation and accommodation of his own personnel for the period under this contractual framework and the cost of such expenses should be prorated in the price schedule.

4.2 Responsibilities of the Client

- a. Shall provide Program information and editorial guidance to the service provider to enable him/her to understand the Deliverables required and generate captions to embed in the videos and photographs
- b. Photography/Video credentials and clearances (if needed)
- c. Verify delivery by the supplier in accordance to the provisions of the contract through signing of the job card.
- d. Process payment promptly upon receipt of an invoice from the supplier

5. SUPERVISION

The successful service provider will be supervised by the Marketing & PR Division under the instruction of the Chief Manager – Business Development & Innovation solely for the purpose of delivering the outputs stipulated herein, within the agreed timelines.

5. CONFIDENTIALITY

The service provider and all the consultant's members of staff or agents are expected to handle all matters professionally and with utmost confidentiality during and after completion of the exercise. All information and materials gathered will be deemed confidential and will only be subject to disclosure upon the request of the supervising officer or if the Authority is legally required to do so.

6. DURATION OF CONTRACT FRAMEWORK

This framework contract shall last for a period of Thirty-Six (36) months.

7. WARRANTIES, CONSENT AND INTELLECTUAL PROPERTY

- a. The service provider represents and warrants that he/she has not, and undertakes that he/she shall not, infringe any third-party intellectual property rights in performing any activities pursuant to the Contract.
- b. The service provider represents and warrants that that he/she shall perform the activities pursuant to KoTDA's Policies, Guidelines and Procedures including obtaining written consent where required with regard to the services to be provided under this contractual framework.

- c. The service provider shall indemnify, hold and save harmless, and defend, at its own expense, KoTDA, its officials, employees, consultants, agents or other representatives from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses arising out the provider’s violations of the representations and warranties above.
- d. KoTDA confirms that the whole of the copyright present, future or contingent whatsoever and all other right, title and interest in and to the deliverables shall be vested in KoTDA in accordance with all applicable copyright laws. The service provider further acknowledges and agrees that KoTDA shall have the unconditional non-exclusive and perpetual right to make use of the deliverables in such manner as KoTDA shall in its sole discretion deem fit.

10. REQUIRED QUALIFICATIONS AND EXPERIENCE OF THE FIRM(S)

The consultancy firm will be required to have:

1. **Incorporation:** Submit proof being a business incorporated/registered in Kenya and having conducted business for a minimum of five (5No.) years since incorporation
2. **Financial Capacity:** have a minimum annual turnover of Kshs. 5Million and above for the last two (2No.) years (submit proof of audited accounts)
3. **Technical Capacity:** Equipment – Appropriate Cameras and Accessories
4. **Experience:** Submit proof of having conducted a minimum of five (5) state functions at the point of submission of their bid with clearly indicated references for each to enable KoTDA in verification and assessment of consultant’s suitability (attach at least 5 copies of relevant LSOs/ LPOs/ contracts to undertake similar services)
5. A strong and formidable team to undertake the assignment as follows:
 - a) **Photographer:**

Must be an experienced photographer with artistic ability, competent in the use a software program and applications that will enable them to prepare and edit images

Qualifications.

- i. Diploma in *photography* or cinematography, film production
- ii. Should have at least five (5) years’ experience photography and editing skills 5 years or more-5 marks, less than 5 years (Attach samples of work done in the last two (2) years, preferably output used in both social and legacy media – at least 2 in each category)
- iii. Should have handled at least 3 corporate accounts in similar engagements (Provide three (3) letters of recommendation from corporate clients)
- iv. Should have requisite software and equipment including HD cameras, lighting etc (Attach list of attendant equipment and editing software)

b) Videographer:

The videographer will be responsible for planning, filming, and editing videos that can be used for communication and advertising

Qualifications.

- i. Diploma in Videography or cinematography, film production
- ii. Should have at least five (5) years' experience in shooting, editing footage in post-production and proficiency with camera equipment (Attach samples of work done in the last two (2) years, preferably output used in both social and legacy media – at least 2 in each category)
- iii. Should have handled at least 3 corporate accounts in similar engagements (Provide three (3) letters of recommendation from corporate clients)
- iv. Should have requisite software and equipment including modern video cameras, lighting etc (Attach list of attendant equipment and editing software)

c) Documentary

Purpose and objective of the Assignment

KoTDA is seeking the services of a consultant media firm (Editorial, videography, and photograph) with requisite expertise and experience to develop documentaries as per the below:

- a) Develop a comprehensive plan of action for producing the documentaries
- b) Conduct research, develop documentary scripts
- c) Conduct video interviews for documentary production
- d) Capture and edit video, photography and/or audios as shot from the field and accurately captioned as required
- e) Package key messages to communicate to target audience
- f) Produce documentaries (Video and print) as per contractual terms

1. Expected Outputs/Deliverables

The service provider will be expected to deliver the following

- a. Pre-Documentary Production process
 - i. Inception Report
 - ii. Briefing notes detailing the work to be undertaken
 - iii. Detailed work plan based on the assignment
 - iv. Script
- b. Documentary Script - Develop a script that captures the objective of the assignment
- c. Video Documentary
 - i. Edited documentary in High Definition (HD)
 - ii. MP4 version of the complete documentary
 - iii. Edited mini documentary
 - iv. Raw unedited video footage
 - v.

Specific Deliverables

- a. Length 4-10 minutes
- b. Format: YouTube Video format and compatibility
- c. Content: Interviews
- d. Script

2. Photography

At least 70 high resolution (Minimum 300 pixels) soft copy of photos taken per assignment

Expertise required

The consultant that will be engaged should have extensive and proven mix of skills and expertise in the field of documentary production. Previous proven expertise of similar assignment is required a per the below minimum criteria.

- a. At least 3 years in the production of video documentaries and video editing
- b. Proven experience of 3 years in professional photography and videography
- c. Demonstrate experience of conception, production and editing of video documentaries
- d. Professional qualifications in photography, and videography
- e. Access to equipment for the assignment
Proof of experience of undertaking similar assignment in the past

11. EVALUATION CRITERIA

Table 1: PRELIMINARY REQUIREMENTS (MANDATORY)

Those submitting proposals **MUST** meet the **mandatory** requirements listed in the Letter of Invitation before being considered for the detailed Technical Evaluation:

| Documents to be submitted | | Yes/No |
|---------------------------|---|--------|
| 1. | Certified Copy of Certificate of Incorporation | |
| 2. | Copy of Valid Tax Compliance Certificate (will confirm validity via KRA TCC Checker) | |
| 3. | Copy of valid AGPO Certificate | |
| 4. | Certified Copy of valid Single/Unified Business Permit | |
| 5. | Dully filled and signed tender securing declaration form | |
| 6. | Certified Copy of recent CR 12 form (Issued within the last 12 months from the Tender Opening Date) | |
| 7. | A letter of commitment confirming that prices quoted will be valid for a minimum period of thirty-six (36) months | |
| 8. | Bidders shall sequentially serialize and paginate all pages of each tender document submitted | |
| 9. | Duly filled Confidential Business Questionnaire | |
| 10. | Proof of a Physical registered office address, Mobile Number and e-mail address | |
| 11. | Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for entire Contract period from the closing date of the tender | |

Table 2: TECHNICAL EVALUATION CRITERIA

The evaluation committee appointed by KoTDA to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria based on the following points criteria:

| | CRITERIA | POINTS |
|----|---|---------------|
| a) | Consultant's own Interpretation of the Assignment (Adequacy of the proposed Methodology and work plan) | 25 |
| b) | Financial Capacity: Provide a Letter of Reference from the bank or Audited financial statements/accounts for the last two years | 15 |
| c) | Technical Capacity: Equipment – Professional High Definition Still Cameras, Video Cameras and Drones (Attach evidence of ownership or lease agreement of the equipment) | 20 |
| d) | Experience: Submit specific experience of having offered a similar recent service for State Functions. (Minimum 5 Similar State Functions at 4Mks each) Attach LSO/Contract/Award Letter which should indicate date, amount, contact person, telephone/email (KoTDA may verify for authenticity) | 20 |
| e) | Photographer: Educational Background – Diploma in photography or cinematography, film production At least five (5) years' experience photography and editing skills 5 years or more-5 marks, less than 5 years (Attach samples of work done in the last two (2) years, preferably output used in both social and legacy media – at least 2 in each category) | 10 |
| | Junior staff to assist the Executive Officer/Director/Team Leader Videographer - Diploma in Video production or cinematography, film production from a Reputable Institution – 5 Year Relevant Experience Should have at least five (5) years' experience in shooting, editing footage in post-production and proficiency with camera equipment (Attach samples of work done in the last two (2) years, preferably output used in both social and legacy media – at least 2 in each category) | 10 |

| | |
|---|--------------|
| <p>(Provision of Certified copies of respective Academic Certificates and CVs, Duly signed by the proposed individual and a representative of the bidder)</p> | |
| <p>Total points for criterion:</p> | <p>[100]</p> |

NOTE:

Only bidders who score 80% and above of the total technical score will be subjected to financial evaluation. Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.

N/B

The Authority will enter a framework contract with bidders who shall have been determined to technically and financially responsive in accordance with the evaluation criteria.

Price Schedule Form

Detailed specifications for the services and tasks/deliverables being requested under this contractual framework include:

| No | ITEM | QUALITY | SPECIFICATIONS | UNIT QUOTE – 1 DAY |
|----|---------------------|---|--|--------------------|
| 1 | Still Camera | Professional High Definition camera (Still) | Pixel Array- 6000 x 4000 Sensor 36mm x 24mm 50 mm and 75 mm lenses 50-megapixel | |
| 2 | Video Camera | Professional High Definition Video camera (Video) | Full HD (1920 x 1080) up to 60p 1/3-inch 12-bit CMOS sensors (1920 x 1080 x 3) SDXC/SDHC memory card recording | |
| 3 | Drone (Photography) | Professional High Definition drone camera (Still) | Vision System - Forward Vision System Downward Vision System Operating Frequency 2.400 - 2.483 GHz Required Operating Systems: IOS 8.0 or later, Android 4.1.2 or later Photo JPEG, DNG (RAW) Max Flight Time Approx. 28 minutes | |
| 4 | Drone (Videography) | Professional High Definition drone camera (Video) | Vision System - Forward Vision System Downward Vision System Operating Frequency 2.400 - 2.483 GHz Required Operating Systems: IOS 8.0 or later, Android 4.1.2 or later Video Recording Modes: UHD: 4096×2160 (4K) 24 / 25p 3840×2160 (4K) 24 / 25 / 30p 2704×1520 (2.7K) 24 / 25 / 30p FHD: 1920×1080 24 / 25 / 30 / 48 / 50 / 60 / 120p HD: 1280×720 24 / 25 / 30 / 48 / 50 / 60p | |
| 5 | Labor Charges | | | |
| | | Photography in Konza | Rate in KES per Day | |
| | | Photography in Nairobi | Rate in KES per Day | |
| | | Photography out of Konza/Nairobi | Rate in KES per Day | |
| | | Videography in Konza | Rate in KES per Day | |
| | | Videography in Nairobi | Rate in KES per Day | |
| | | Videography out of Konza/Nairobi | Rate in KES per Day | |
| 6 | Price Schedule | | | |

NOTE: Quote should be for one (1No.) unit only and inclusive of labor and installation charges. Bidder MUST indicate prices for all items in the Price Schedule failure to which they will be rendered non-responsive

We undertake, if our Tender is accepted, provide insurance covers in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal.....

SECTION V - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender**-The form of Tender must be completed by the Bidder and submitted with the Tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
2. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the Tender.
3. **Contract Form** -The contract form shall not be completed by the Bidder at the time of submitting the Tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the Tender documents.
5. **Letter of Notification of Award**- This will be issued by KoTDA upon successful negotiatio

FORM OF TENDER

Date.....

Tender No.

To: Chief Executive Officer
Konza Technopolis Development Authority
P. O. Box 1-90150
KONZA TECHNOPOLIS

Gentlemen and/or Ladies: -

1. Having examined the tender documents including Addenda Nos.... *[insert numbers]* the of which is hereby duly acknowledged, we, the undersigned, offer to provide, ***Provision of photography, videography, digital & social media services Framework Contract for A Period of Two Years*** in conformity with the said tender documents for the sum of *[As per the price Schedule]* 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 services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent (N/A) for the due performance of the Contract, in the form prescribed by KOTDA.
4. 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.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated thisday of2022

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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 Address

.....

Tel No. E mail

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 detail

Part 2 (b) Partnership

Given details of partners as follows:

| Name | Nationality Shares | Citizenship Details |
|------|-----------------------|---------------------|
|------|-----------------------|---------------------|

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..... | | | |
| | | | |

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. 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 CHIEF EXECUTIVE 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..... (Name of the Procuring Entity) of
dated 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 an 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..... day of
..... 20.....

SIGNED

Board Secretary

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:..... *[of Bid Submission]*

Tender No.....

To: Konza Technopolis Development Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Three years** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:
[insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*