

**Request for Proposals
For
Outdoor Advertising - Billboards**

At the Following Locations

On

TelPosta Towers:

Roof Top on Tower 2 (Kenyatta Avenue)

Roof Top on Tower 3 (Nyayo House)

5th Floor Balcony Facing Kenyatta Avenue/ Nyayo House

5th Floor Balcony Facing Kenyatta Avenue/ Koinange Street

Issued by:

TELPOSTA PENSION SCHEME

P O Box 45610 - 00100, NAIROBI

Tel. - +254 020 2416752

Bid due date

14th October, 2016 - 12:00PM

TelPosta Towers, Kenyatta Avenue,

Core C, 13th Floor,

I. General Information

A. Purpose

This request for proposal is for the purpose of entering into an agreement with an outdoor advertising agency for billboard placement

B. Instructions on Proposal Submission

1. Closing Submission Date

Proposals must be submitted no later than 12:00 p.m. on Friday, October 14th, 2016.

All proposals must comply with the provisions of all applicable laws and regulations enacted in the bylaws of Nairobi County Government, Office of Outdoor Advertising Services relating to Billboards.

2. Addenda

TelPosta Pension Scheme reserves the right to issue addenda to this Request for Proposals (RFP). If it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all prospective Offerors who have registered their participation by sending an email to info@telpostapension.org. The addenda shall be deemed a part of this RFP.

3. Inquiries

Inquiries concerning this RFP should be directed to:

The Administrator,
TelPosta Pension Scheme,
TelPosta Towers, Kenyatta Avenue,
Core C 13th Floor,
P O Box 45610,
NAIROBI - 00100,
KENYA.
Tel. 254-020-2216752

4. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the bidder and will not be reimbursed by TelPosta Pension Scheme.

5. Instructions to Prospective Bidders

Please submit proposals via postal mail or hand delivery (no e-mail) in a sealed envelope marked:

Sealed Proposal: Outdoor Advertising at Telposta Towers

To:
TelPosta Pension Scheme,
TelPosta Towers, Kenyatta Avenue,
Core C, 13th Floor,
P O Box 45610,
NAIROBI - 00100,
KENYA.

Late proposals will not be considered. Please sign in upon hand delivery of proposal to ensure a record of receipt.

6. Right to Reject

TelPosta Pension Scheme reserves the right to reject any and all proposals received in response to this RFP if it is in its best interests. A contract for the accepted proposal will be based upon the factors described in this RFP and may include any or all parts of the proposal.

7. All proposal prices submitted in response to this RFP must remain firm for sixty (60 days) after the proposal opening.
8. All bids submitted in response to this RFP, plus any other related materials, submitted by Offerors, will become the property of the Scheme and will not be returned to Offerors.
9. Offerors may correct, modify or withdraw a proposal by written notice received by the Scheme prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labelled "Modification No. _." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interest of the Scheme or fair competition. Minor informalities may be waived or the Offeror will be allowed to correct them. If the error or informality constitutes a correctable error under the provisions of the Public Procurement Act. This will only be offered to the Offeror after the bids are opened and the Scheme has reviewed same and made the determination that an error has occurred and can be corrected under the provisions of the Act. The Offeror will be notified in writing; the Offeror may not withdraw the proposal.
10. By submission of a proposal, the Offeror agrees, if its proposal is accepted, to enter into a contract with the Scheme that incorporates all of the requirements of this RFP. The Offeror further accepts all of the terms and conditions of this RFP.
11. The Scheme may cancel this RFP and reject in whole or in part any and all proposals if the Scheme determines that cancellation or rejection serves the best interest of the Scheme.

12. Appendix A is provided to visually show the designated locations. Site visits can be made independently by the Offeror at your discretion.

C. Notification of Award

1. It is expected that the Scheme shall award the contract(s) within thirty days (30) days after the opening of proposals. The time for award may be extended for up to 30 additional days by mutual agreement. The contract(s) shall be awarded to the highest responsive and responsible Offeror(s) whose proposal individually or in combination, nets the highest rental income over the lease term or the Scheme may at its sole discretion, determine that no contract award shall be made.
2. Upon conclusion of final negotiations with the successful bidder(s), all bidders submitting proposals in response to this Request for Proposal will be informed, in writing, of the decision. **Please do not contact TelPosta Pension Scheme to check the status of proposals.**
3. The Scheme reserves the right to interpret each proposal's own merits in determining which proposal gives the "best value" to the Scheme.

D. Performance

The proposal will outline:

- The type of the boards e.g. LED, LCD, Vinyl tarp etc.
- Size of the boards
- Powering of boards 24 hours/day.
- The proposal should include different pricing outlines for:

- I.) Roof top 1
- II.) Roof top 2
- III.) Balcony 1
- IV.) Balcony 2

The successful bidder is required to receive approval by the TelPosta Pension Scheme on the products.

E. LEASE TERM AND CONDITIONS

The following mandatory terms and conditions will be included in any lease agreement executed by and between the Scheme and the selected Offeror pursuant to this RFP.

1. TelPosta Pension Scheme will enter into a contract with the successful bidder, for an initial period of 3 years, renewable upon expiry at the discretion of TelPosta Pension Scheme.

2. The Accepted Offeror must execute a license agreement with the Scheme within ninety (90) days of notice by the Scheme of the approval to lease the property. The Scheme reserves the right to waive or extend this deadline.
3. The accepted Offeror shall be solely responsible for obtaining any and all permits, approvals, waivers, releases required or any other requirement necessary to use the property.
4. The accepted Offeror must agree to apply for said special permits, and/or sign permits within sixty days after the execution of the lease agreement with the Scheme. In the event that that accepted Offeror having used all due diligence is unable to obtain said permits, approvals within ninety days following its application for the same, or having obtained the same and suit has been commenced prior to such date to declare such permits, approvals null and void, then in either such event, the lease agreement at either party's option shall be deemed null and void and be without recourse to either party. The Scheme reserves the right to waive or extend this deadline. Without limiting the Scheme's rights to restrict the accepted offeror's use of the leased property under the license agreement, the Scheme agrees to cooperate with the accepted Offeror, in obtaining sign approvals for the Tenant's use and/or improvement of the Site.
5. The accepted Offeror is leasing the property "as is".
6. Lease payments shall be made by the lessee on an annual basis and shall be due of the first day of each year, paid to the Scheme.
7. The accepted Offeror shall be responsible for all maintenance, cleaning, utilities, rubbish disposal, snow removal; liability and casualty insurance for the leased property and shall bear all costs associated with the same.
8. The accepted Offeror shall defend, indemnify, and hold harmless the Scheme and its officers, boards and employees from and against any and all claims, liabilities, loss, damages, costs and expenses, including reasonable attorney's fees, court costs and other expenses of litigation or administrative proceedings, for personal injury, damage to real or tangible property arising out of the accepted Offeror's use or improvement of the leased property.
9. The accepted Offeror shall have the right, subject to the terms and conditions of the lease agreement or otherwise required by state, or county law, to use the leased property for the installation, operation, maintenance, alteration, and repair of a billboard, and to conduct activities directly related to the foregoing permitted use, subject to the right of the Scheme to control and approve the content of the billboard, to the extent permitted by law, as will be more particularly described in the lease agreement.
10. The accepted Offeror may in no instance use the leased property for any purpose not directly related to the installation, operating and maintaining a billboard.
11. The Scheme will not permit any use of the Site, whether by the Scheme, its employees, tenants, licensees, invitees or agents, which measurably interferes with the accepted Offeror's use of the Site.

- 12.** The accepted Offeror shall, at all times during the term of the license agreement and at its own cost and expense, keep and maintain in repair and good condition (ordinary wear and tear excepted) all structures and improvements at any time erected on the leased property and shall use all reasonable precaution to prevent waste, damage or injury. The Scheme shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations or do any other thing in or to the leased property during the term of the lease agreement.
- 13.** The accepted Offeror shall at all times comply with all applicable state, and county government laws, rules and regulations pertaining to the installation, operation, maintenance, replacement, and repair of the Tenant's billboard(s), appurtenant structures and improvements and shall secure all necessary state and county permits and approvals.
- 14.** Electrical power to the accepted Offeror's billboard(s) shall be separately metered and the accepted Offeror shall pay all charges for electricity and other utilities used at the Site, including the cost of extending utilities to the leased property.
- 15.** During the term of the lease agreement, the accepted Offeror shall have the right of entry and exit to the leased property for the purpose of maintenance and repair; provided however, that such right shall

 - i. be limited to accepted Offeror's authorized engineers, and/or to persons acting directly under the supervision of an authorized engineer, and
 - ii. not un-reasonably interfere with permitted use of the leased property by the Scheme. Except in cases of emergency, the accepted Offeror shall conduct all maintenance work on the billboard(s) on weekdays between the hours of 6:00 AM and 5:00 P.M.
- 16.** The Scheme or its agents shall have a right of access to the leased property at all times in order to inspect the leased property, to take actions necessary to protect the property or persons in the building, to enforce the terms of the lease agreement, or for any other purpose. Except in cases of emergency, the Scheme will give the accepted Offeror at least 24 hours prior notification of its intention to access the accepted Offeror's site.
- 17.** The Scheme shall have the right to terminate the lease agreement for cause, including but not limited to failure by the accepted Offeror to observe a term or condition of the lease agreement, to pay rent, or to fulfill its obligation under any applicable law, rule, regulation or permit upon the issuance of thirty days (30) written notice. Upon termination of the lease agreement, the Scheme shall have the right to re-enter the leased property and to remove all personnel and property from the leased property without liability to the accepted Offeror or its sub-tenants, in addition to any other remedies that may be available to the Scheme at law or in equity. The accepted Offeror shall agree to reimburse the Scheme for all costs associated with the enforcement of the lease agreement, or any and all provisions therein, including, but not limited to, legal fees and court costs.
- 18.** The accepted Offeror shall provide a security deposit, via bankers cheque, to the Scheme, in the amount equivalent to 1 year's rent, to be held for the duration of the term of the license agreement. The Scheme is authorized to expend funds from the

deposit in order to secure the performance of accepted Offeror's obligations under the lease agreement, including, without limitation, payment of unpaid arrears, defending and indemnifying the Scheme from any claims arising from the accepted Offeror's use of the leased property and removing the billboard(s) and appurtenant equipment and structures.

- 19.** The accepted Offeror and its agents and contractors shall keep themselves fully informed of all existing and future, state and county laws, rules and regulations affecting those engaged or employed on the installation, operation or maintenance of a billboards, the materials and equipment used (in) such installation or construction and of all orders, decrees and other requirements having any jurisdiction or authority over the same. The accepted Offeror shall at all times observe and comply with all such existing and future laws, rules, regulations, orders, decrees and other requirements.
- 20.** This Request for Proposal along with the accepted Offeror's submissions shall be incorporated into the lease agreement and all terms and conditions set forth in these documents shall be binding upon the parties.
- 21.** Any amendments to the lease agreement must be in writing signed by the parties.
- 22.** The accepted Offeror may not assign or sublet any portion of the leased property without the written approval of the Scheme.
- 23.** The accepted Offeror may not engage in any activities on the property that would constitute a violation of any state or county laws, regulations and ordinances.
- 24.** If the accepted Offeror fails to fully comply with his/her Proposal, the RFP or the license agreement, any and all invested expenses will be forfeited to the Scheme.
- 25.** The lease and any documents incorporated therein shall constitute the entire agreement between the parties.
- 26.** The accepted Offeror shall be responsible for compliance with all requirements of the County Government of Nairobi by laws regarding billboards.

Proposal Evaluation

A. Submission of Proposals

All proposals shall include a copy of the bidder's proposal and any additional requested materials. This document will become part of the contract.

B. Non responsive Proposals

Proposals may be judged non responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal is not adequate to form a judgment by the reviewers.

C. Evaluation

The Offeror will be selected based on qualifications and demonstrated competence that include relevant experience, and a proven track record with other property owners with outdoor advertising signs, including public agencies, as well as offering the best return to the Scheme for placing outdoor signs on its property. A "best value" method of selection will be utilized. The "best value" method includes, but is not limited to, the following selection criteria, not in order of preference:

- a. Monetary return to the Township;
- b. Technical expertise;
- c. Overall experience and financials;
- d. Recent completion of similar projects;
- e. Permitting experience;
- f. Project approach which will generate the best return to the Township;
- g. Schedule;
- h. Pricing;
1. Sales capacity.

D. Review Process

TelPosta Pension Scheme reserves the right to make an award without further discussion of the proposals submitted.