



**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY  
SERVICES TO UNDERTAKE TRANSITION FROM ISO  
9001:2008 TO ISO 9001:2015**

**TENDER NO: CA/PROC/RFP/14/2016- 2017**

**SECTION A: - REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TO UNDERTAKE TRANSITION FROM ISO 9001:2008 TO ISO 9001:2015 -CA/PROC/RFP/14/2016-2017.**

**INVITATION TO TENDER**

The Communications Authority of Kenya invites sealed proposals to carry out the above consultancy services as detailed in the tender documents. The Authority will enter into a contract with the winning firm for a period of three (3) years. The consultancy will be done on a yearly basis and renewal of the same will be based on satisfactory performance.

You are invited to collect the tender documents from the Procurement Division, Communications Authority of Kenya – CA Centre 3<sup>rd</sup> floor Wing A, along Waiyaki Way, Nairobi, during normal working hours.

The tender document can also be accessed and downloaded from the IFMIS Supplier Portal: <http://supplier.treasury.go.ke> and the Authority's website: [www.ca.go.ke](http://www.ca.go.ke). The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address [tenders@ca.go.ke](mailto:tenders@ca.go.ke) before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any. The RFP tender document will be issued free of charge.

Duly completed request for proposals documents, in a plain sealed envelope marked: **REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TO UNDERTAKE TRANSITION FROM ISO 9001:2008 TO ISO 9001:2015 CA/PROC/RFP/14/2016-2017** Should be mailed to the address below or deposited in our tender box on the ground floor within our headquarter building, along Waiyaki Way on or before **3<sup>rd</sup> May, 2017 at 2.30 p.m..**

**The Head of Procurement**  
**Communications Authority of Kenya (CA)**  
**P.O. Box 14448, Nairobi 00800**  
**Tel: +254 (020) 4242000**  
**Mobile: +254 703-042000**  
**Website: [www.ca.go.ke](http://www.ca.go.ke)**

Tenders should be submitted in two separate envelopes with completed technical and financial proposals clearly marked:

- (i) Technical proposal for consultancy services to undertake transition from ISO 9001:2008 to ISO 9001:2015
- (ii) Financial proposal for consultancy to undertake to undertake transition from ISO 9001:2008 to ISO 9001:2015

Tenders will be opened immediately thereafter in the presence of bidders or bidders' representatives who choose to attend at CA Centre.

**SECTION B: - INFORMATION TO CONSULTANTS**

- 1. Introduction**
- 1.1 The Client named in Appendix “A” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The consultants are invited to submit a **Technical Proposal and a Financial Proposal**, as specified in Appendix “A” for consulting services required for the assignment named in the said Appendix.
- 1.3 The Client will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable or electronic mail to the Client’s address indicated in Appendix “A”. The Client will respond by cable or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addendum. Addendum shall be sent by mail or cable to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- 3.1 The Consultant’s proposal shall be written in English language.

## Technical Proposal

- 3.2 In preparing the Technical Proposal, a Consultant is expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Appendix “A”. The proposal shall however be based on the number of professional staff- months estimated by the firm.
  - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
  - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix “A”, preferably working under conditions similar to those prevailing in Kenya.
  - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
  - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

3.6 In preparing the Financial Proposal, a Consultant is expected to take into account the requirements and conditions outlined in the RPF documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub consultants and their personnel.

- 3.8 A Consultant shall express the price of their services in Kenya Shillings.
- 3.9 Authorities and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposal.

**4 Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal and, Financial Proposal) shall be prepared in indelible ink  
 It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm  

Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”
- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix “A”. Any proposal received after the closing

time for submission of proposals shall be returned to the respective consultant unopened.

- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

**5 Proposal  
Evaluation  
General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Appendix "A". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation  
of Technical  
Proposals**

- 5.3 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

## EVALUATION CRITERIA

The tenders submitted will be evaluated in three (3) stages; Mandatory Technical and Financial. The evaluation criteria will be based on the following weights: -

- a. Mandatory – Pass/Fail
- b. Technical – Out of 80% with a pass mark of 60%
- c. Financial – 20%

### (a) Mandatory Evaluation

The tender shall undergo a general pre-qualification process in order to determine the compliance of a bid with the following mandatory requirements. Tenderers are required to comply with the following requirements, failure to which the firm shall not proceed to the next stage of evaluation:

No	Requirements	Pass	Fail
1.	Company profile (Company history, contacts and services)		
2.	Certificate of business incorporation/registration of the firm in the domicile country.		
3.	Provide a list of shareholders/partners and the Directors with their contact details		
4.	Valid and current Tax Compliance Certificate from domicile country.		
5.	Two copies of the Request for Proposal (RFP) documents (Original and a copy)		
6.	Audited Accounts for the last 3 years (2013,2014 and 2015)		
7.	All printed pages of the tender document must be numbered and serialized by the tenderer.		

**The tenderers who do not satisfy any of the above requirements shall be considered non – responsive and will not be evaluated further.**

### (b) Technical Evaluation

The technical evaluation is as appended in the table below:-

Requirements	Weight
<b>1. Experience of the Firm</b>	Max. Score
(i) Provide description of the firm (company profile) including organizational chart <b>(5 mks).</b> (ii) Provide Details of at least three (3) consultancy services undertaken in certification to ISO 9001:2015 standards, summary of services rendered, value of contracts and contact persons (address and telephone numbers) (6 mks).	20



<b>Requirements</b>	<b>Weight</b>
(iii) Provide Reference letters from three organizations where services of a similar nature have been undertaken should be provided <b>(9 mks)</b> .	
<b>Adequacy of the proposed work-plan and methodology to be applied</b>	
(i) Provide Comment on Terms of Reference (5 mks) (ii) Responsiveness to the Terms of Reference, listed in tender document <b>(5 mks)</b> (iii) A Proposed methodology, Work Plan and schedule of activities that fits into the Authorities re-certification timeline of February 2018 <b>(10 mks)</b>	20
<b>2. Human Resource Capacity</b>	Max. Score
Qualifications and competence of the key staff/consultants for the assignment (i) Provide at least 2 Qualified ISO auditors one of which Must be an ICT Expert – attach CVs <b>(6 mks for each not exceeding 12 mks)</b> . (ii) Lead Consultant Must be certified quality auditor with over five year experienced QMS trainer and auditor (attach proof) <b>(9 mks)</b> . (iii) Accreditation of the proposed team, <b>(Provide copies of Accreditation Certificates for at least 3 staff) (3 mks for each not exceeding 9 mks)</b> .	30
<b>3. Financial Capability</b>	Max. Score
Financial capability of at least Ksh 10 million Gross Turnover (Submit certified audited accounts for year ending 2013, 2014 and 2015)	10
<b>Total Score</b>	<b>80</b>

To be eligible for the Financial Evaluation, tenderers must score at least sixty **(60)** out of eighty **(80)** at the Technical Evaluation stage.

### **(c) Financial Evaluation**

The financial evaluation will consist of a maximum of 20 points and these will be allocated using the following formulae: -

$$\text{Financial Score} = 20 \times \text{Pm}/\text{P};$$

where:-

Pm : Lowest priced financial proposal

P : Total bid price of the bid under consideration.

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be considered for award of the tender.

Note: Tenderers will be expected to quote in KES. Inclusive of all taxes in the following format:-

<b>Work Description</b>	<b>Amount (Kshs)</b>
Consultancy Fees for Survey	
Disbursements (if any)	
<b>Total</b>	

**Duration of the Consultancy Work .....**

Tenderers are also expected to indicate their proposed payment schedule in the following format. The payment schedule will form part of the contract for the winning tenderer.

**PROPOSED PAYMENT SCHEDULE.**

<b>Work Description</b>	<b>Percentage (%)</b>	<b>Amount (Kshs)</b>
1. Presentation of Inception for approval		
2. Initial analysis and presentation of Draft report to Management Committee. Payment upon acceptance of the report.		
3. Submission, approval and acceptance of the comprehensive final report		
<b>Total</b>	<b>100%</b>	

**Public Opening and Evaluation of Financial Proposals**

5.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail

## **6. Negotiations**

6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.

7.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees)

6.4 Having selected the firm based on, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

## 7. Award of

7.1 The Contract will be awarded following negotiations.

### Contract

After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

## 8. Performance Bond

The selected firm shall prior to execution of the Contract Agreement furnish Communications Authority of Kenya with a Performance Bond in form of bank guarantee that will remain valid for Thirty (30) days beyond the duration of this Agreement or any termination thereof and whose value shall be equivalent to **5% of the Contract Value per annum.**

The proceeds of the performance Bond shall be payable to Communications Authority of Kenya as compensation for any loss or damage resulting from failure by the firm to fulfill its obligations hereunder.

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Authority.

The Performance Bond will be discharged by Communications Authority of Kenya and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.

## 9. Confidentiality

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants which submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## APPENDIX “A”

### Clause Reference

- 1.1 The name of the Client is: **COMMUNICATIONS AUTHORITY OF KENYA**
- (i) The method of selection is: Cost Quality Based Selection (CQBS)
- 1.2 Technical and Financial Proposals are requested: **Yes**  
A Technical Proposal only is requested: **No**
- The name, objectives, and description of the assignment are: **AS PER THE TERMS OF REFERENCE.**
- 1.3 Pre-proposal conference will be held: Yes \_\_\_\_\_ No \_\_\_\_
- The address(es) and telephone numbers of the Client is:- **P.O BOX 14448-00800 NAIROBI, TEL.4242000**
- 1.4 The Client will provide the following inputs: **ANY INFORMATION REQUIRED**
- 3.3 (i) The minimum required experience of proposed professional staff is:
- FIVE YEARS AND ABOVE.**
- 3.4 (ii) Training is a specific component of this assignment: **Yes**
- (viii) Additional information in the Technical Proposal includes: **N/A**
- 3.7 Taxes: All taxes to be included in the financial proposal.
- Consultants must submit an **original** and **ONE** additional copy of each proposal
- 4.2 The proposal submission address is as shown below. Information on the outer envelope should also include: **Tender number and consultancy name**

**The Head of Procurement –  
Communications Authority of Kenya  
P.O Box 14448  
Nairobi 00800**

**4.3** Proposals must be submitted no later than **3<sup>rd</sup> May 2017, at 2.30 p.m.**

**4.4** The address to send information to the Client is: **P.O BOX 14448-00800,  
NAIROBI**

**4.5** The minimum technical score required to pass is **60/80**

The assignment is expected to commence after signing the contract

## **SECTION C: - TECHNICAL PROPOSAL – STANDARD FORMS**

These forms shall include;

- i) Technical Proposal submission form.
- ii) Firm's references.
- iii) Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Team composition and task assignments.
- vi) Format of curriculum vitae (CV) for proposed professional staff.
- vii) Time schedule for professional personnel.
- viii) Activity (work) schedule.

**(i). TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ *Date*]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for culture change in accordance with your Request for Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

:

\_\_\_\_\_ [*Name of Firm*]

:

\_\_\_\_\_ [*Address:*]



**(ii). FIRM'S REFERENCES**

**Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by your Firm/Entity (profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff- Months (Duration of Assignment):
Start Date (Month/Year):	Approx. Value of Services (Kshs):
Completion Date (Month/Year):	
Name of Associated Consultants (If any):	No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**(iii) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**(IV) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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**(v). TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

**(vi). FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed  
Position: \_\_\_\_\_

Name of  
Firm: \_\_\_\_\_

Name of  
Staff: \_\_\_\_\_

Profession:  
\_\_\_\_\_

Date of

Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

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Detailed Tasks Assigned: \_\_\_\_\_

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**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

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**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

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**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

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**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date:

\_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_  
Date; \_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of weeks

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**(viii). ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

*[1<sup>st</sup>, 2<sup>nd</sup>, etc. are weeks from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													

**(b). Completion and Submission of Reports**

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**SECTION D: - FINANCIAL PROPOSAL – STANDARD FORMS**

These forms shall include:-

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursable per activity.
- vi) Miscellaneous expenses.

**(i). FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for culture change in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) [Amount in words and figures] inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,  
 Yours sincerely,

\_\_\_\_\_ [Authorized Signature]

: \_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

**(ii). SUMMARY OF COSTS**

Costs	Currency(ies)	Amount(s)	
Subtotal			
Taxes			
Total Amount of Financial Proposal		_____	

**iii). BREAKDOWN OF PRICE PER ACTIVITY**

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

**(iv). BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____	Name: _____			
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

**(v). REIMBURSABLE PER ACTIVITY**

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Night			_____
	Grand Total				



**(Vi). MISCELLANEOUS EXPENSES**

Activity No \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Grand Total				_____

## SECTION E: - TERMS OF REFERENCE FOR CONSULTANCY

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### BACKGROUND AND SCOPE OF THE ASSIGNMENT

#### INTRODUCTION

The Kenya government has in the last ten years introduced extensive changes in the way public institutions are run, under what has become known as “Public Sector Reforms”. These reforms seek, at their core, to use Private Sector and business approaches in the management of the Public Sector. The idea of running Government like business started in the early 2000 by the Government Economic Recovery Strategy blue print, which among other things sought to make Government work better and cost less. The public sector reform programme requires all government ministries, departments and agencies (MDAs) to provide quality service.

Management System certification is an indicator of part of the public service initiative to support the goals and objectives outlined in Kenya’s Vision 2030 strategy. It is in line with this that the **Communications Authority of Kenya (CA)** implemented a Quality management System and acquired certification to **ISO 9001:2000 which was revised to 9001:2008**.

The international standard has again been revised to **ISO 9001:2015** and transition guidelines issued for firms certified to the earlier version of the standard. The Authority wishes to transition its quality management system to be in compliance with the requirements of the revised standard by **December 2017** hence this Request for Proposal.

#### BACKGROUND AND THE CURRENT STATUS

The Communications Authority of Kenya was established through the Kenya Communications Act 1998 to license and regulate telecommunications, radio communication, postal and courier services and electronic transaction in addition to facilitating universal service in the country.

The objectives and mandate of the Authority include:

- i. Licensing and regulating all systems and services in the ICT sector, including radio-communications, telecommunications, postal/courier, broadcasting, multimedia, electronic transaction services.
- ii. Managing Kenya's frequency spectrum, numbering and addressing resources
- iii. Type approving/accepting ICT equipment meant for use in the country
- iv. Protecting consumer rights within the ICT environment
- v. Managing competition in the sector to ensure level playing ground for all players
- vi. Regulating retail and wholesale tariffs for ICT services
- vii. Managing and administration of Universal service Fund
- viii. Monitoring performance and Enforcing compliance

**CA** takes cognizance of the great role that **the quality management system** play in the delivery of services to its customers hence the strategic decision to transition in compliance with the revised international standard.

**CA** is seeking the services of a consultancy firm to Train and provide guidance in the transition process and ultimately certification of compliance to the revised standard.

## **OBJECTIVES OF THE ASSIGNMENT**

The broad objective is to provide guidance in aligning the implemented Quality Management System to the new standard.

### **Specific Objectives**

Prepare the **CA** for compliance to the requirements through:

1. Provision of trainings based on the revised standard
2. Guidance in aligning the documentation to the revised standard
3. Preparing the Authority for certification through guided audit and management review

## **SCOPE OF THE WORK**

**The Authority** wishes to hire a consultant(s) who shall take up the engagement and ensure compliance to the revised standard and ultimately certification of all offices (**Head Office, Mombasa Office and Eldoret Office**).

The Consultant will be expected to undertake the following:

- 1) Perform a gap analysis of the existing systems and provide a report of existing gaps in relation to the current system
- 2) Assist in the development of a transition project implementation plan based on the outcome of the gap analysis.
- 3) Undertake training of employees in the Authority. The trainings shall include:
  - a) Top management Briefing
  - b) Implementers/Middle management/ISO champions training
  - c) Awareness training to all staff
  - d) Training of internal Quality Auditors
- 4) Guide in the review of the documentation in line with the revised standard and best practice.
- 5) Guidance in undertaking of internal audits
- 6) Guidance in conducting of Management Review
- 7) Guidance in addressing issues raised by the certification body during certification audit

## **DELIVERABLES**

The work as defined in the scope of work should be completed within six (6) months.

The consultant/s will provide the following deliverables:

- 1) Detailed inception report within 2 weeks of holding an inception meeting
- 2) A gap analysis report to be presented within 4 weeks of engagement including a work plan outlining the time schedule for activities as stated in the scope of work.
- 3) Provide training materials in hard and soft copy
- 4) Training report for all the trainings and certificates as applicable
- 5) Packaged required documented information
- 6) Audit report

- 7) Documented information arising from Management review
- 8) Status reports on data analysis, corrective and preventive actions

CA will provide a coordinating secretariat under the leadership of Management Representative (MR) to work with the Consultant (s) in the areas identified under the scope of the assignment. In addition CA shall undertake the following:

- 1) Provide staff to participate fully in the process
- 2) Avail an office for use by the consultants should it be required
- 3) Provide transport logistics for staff to training venues
- 4) Provide training venues

### **WORK PLAN AND TIME FRAME**

The exercise will be carried out strictly within six (6) months from the date of signing the contract. The Consultants should clearly express the willingness and ability to work within that period. The work is expected to commence immediately after the award of the contract.

### **REPORTING**

The Consultancy firm shall be reporting directly to the Management Representative (MR) who is responsible for overseeing and coordinating the Consultant's inputs. Day to day coordination of the process shall be undertaken Deputy Management Representatives (DMRs). All reports produced by the Consultant are subject to review and endorsement by Management.

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here
- (d) below;
- (e) “Foreign Currency” means any currency other than the Kenya Shilling;
- (f) “GC” means these General Conditions of Contract;
- (g) “Government” means the Government of the Republic of Kenya;
- (h) “Local Currency” means the Kenya Shilling;
- (i) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (j) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

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- (k) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (n) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing the Contract**

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

**1.3 Language**

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

**1.6 Authorized Representatives’**

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties**

The Consultant, Sub-consultant [s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and



necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) If the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

#### **(xi)**

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client in his sole discretion decides to terminate this Contract.

**2.6.2 By the Consultant**

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment Upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

The Consultant shall perform the Services and carry out his Obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

**1.2 Conflict of Interests**

**3.2.1 Consultant shall**

**Not to** connection with **Benefit from Authority's, Discounts, Contract Etc.** under the

- (i) The remuneration of the Consultant pursuant to Clause 6 constitute the Consultant's sole remuneration in this Contract or the Services and the Consultant shall not for his own benefit any trade Authority discount or similar payment in connection with activities pursuant to this or to the Services or in the discharge of his obligations

Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or Authority's obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Consultant and Affiliates Not to be Otherwise Interested in**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any

<b>Project</b>	project resulting from or closely related to the Services.
<b>3.2.3 Prohibition of Conflicting Activities</b>	<p>Neither the Consultant nor his sub-consultant[ s] nor their personnel shall engage, either directly or indirectly in any of the following activities:</p> <ul style="list-style-type: none"> <li>(a) During the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or</li> <li>(b) After the termination of this Contract, such other activities as may be specified in the SC.</li> </ul>
<b>3.3 Confidentiality</b>	The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
<b>3.4 Insurance to be Taken Out by the Consultant</b>	The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Consultant’s Actions Requiring Client’s Prior Approval</b>	<p>The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions;</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) Appointing such members of the personnel not listed by name in Section C (“Key Personnel and Sub-consultants”).</li> </ul>

**3.6 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents prepared by the Consultant to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

**4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications- and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Section C. The Key Personnel and Sub consultants listed by title as well as by name in Section C are hereby approved by the Client.

**4.2 Removal and/ or Replacement Of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

### **5.2 Change in the Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

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Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

(a) The price payable in local currency is set forth in the SC.

- 6.3 Payment for Additional** For the purposes of determining the remuneration due for additional services as may be agreed under Services Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

## **7. SETTLEMENT OF DISPUTES**

**7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

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**7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying par

**Appendix 1**

**FORM OF TENDER(To be submitted with the Financial proposal)**

FROM-----  
-----

DATE -----

To: -----  
-----

**RE:**

-----  
-----  
-----  
-----

In accordance with Tender Number ----- Date-----

I/We-----

Tender an amount of Kshs.-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Authority reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdraw for a period of----- days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated -----days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/ our part to meet these requirements constitutes a breach of contract.

Witnessed by-----  
Address-----  
Signature of Witness-----  
Date-----

Tenderer's Name-----  
Tenderer's Signature-----  
Tenderer's designation-----  
Full address-----

Telephone No-----  
Telegraphic Address-----



Date-----

**Appendix II**

**PERFORMANCE BANK GUARANTEE**

*(To be on the letterhead of the Bank)*

To: Communications Authority of Kenya  
Waiyaki Way  
P.O. Box 14448, 00800  
**NAIROBI. Kenya.**

WHEREAS \_\_\_\_\_ [*name of Consultant*]  
(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ 2017 to provide \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called “the Contractor”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of (5% of BID PRICE).

\_\_\_\_\_ (words) \_\_\_\_\_ (figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_  
\_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank]*

\_\_\_\_\_  
*[address]*

---

[date]

**Appendix III**

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between **Communications Authority of Kenya** (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the consultant”) of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Contractor for the provision of the services \_\_\_\_\_ in the \_\_\_\_\_ sum \_\_\_\_\_ of

\_\_\_\_\_ (words) \_\_\_\_\_ [figures] (hereinafter called “the Contract Price”).

NOW THIS 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 General Conditions of Contract;
  - (d) The Special Conditions of Contract; and
  - (e) The Employer’s Notification of Award and Consultants’ letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, 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.

5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

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 FOR AND ON BEHALF OF THE COMMUNICATIONS AUTHORITY OF KENYA

\_\_\_\_\_  
**DIRECTOR-GENERAL** )  
 )  
In the presence of: )  
 )  
 )  
 )  
 )  
 )  
\_\_\_\_\_  
**DIRECTOR/LEGAL SERVICES** )

SIGNED FOR AND ON BEHALF OF

\_\_\_\_\_

\_\_\_\_\_  
**DIRECTOR** )  
 )  
In the presence of: )  
 )  
 )  
 )  
\_\_\_\_\_  
**WITNESS** )