



**REQUEST FOR PROPOSAL**

**FOR PROVISION OF GOVERNANCE AND LEGAL AUDIT CONSULTANCY  
SERVICES**

**CA/PROC/RFP/10 /2015-2016**

**Director-General  
Communications Authority of Kenya  
Waiyaki Way  
P.O. Box 14448 – 00800  
Nairobi, Kenya**

## **SECTION A: - REQUEST FOR PROPOSAL FOR GOVERNANCE AND LEGAL AUDIT CONSULTANCY SERVICES**

### **INVITATION TO TENDER**

The Communications Authority of Kenya (CA) invites sealed request for proposal documents for provision of Governance and Legal Audit Consultancy Services.

Eligible bidders may obtain detailed tender documents from the Procurement Division at the CA Centre 3<sup>rd</sup> floor wing A along Waiyaki Way, Nairobi, on weekdays during working hours between 9.00 a.m. and 4.00 p.m *for free*. The tender documents may also be downloaded from our website [www.ca.go.ke](http://www.ca.go.ke) or IFMIS supplier portal (<http://supplier.treasury.go.ke> ).

Request for Proposal (RFP) documents should be submitted in plain sealed envelopes, clearly marked **CA/PROC/RFP/10/2015-2016 - “Request for proposal for governance and legal audit consultancy services”**. The RFP documents should be deposited in the CA Tender Box situated on the ground floor of CA Centre along Waiyaki Way and addressed as below so as to reach on or before **3<sup>rd</sup> March, 2016 at 2.30 P.M.**

**The Director General**  
**Communications Authority of Kenya**  
**P. O. Box 14448, Nairobi 00800**  
**Tel: +254 (020) 4242000**  
**Mobile: +254 703-042000**  
**E-mail: [tenders@ca.go.ke](mailto:tenders@ca.go.ke)**  
**Website: [www.ca.go.ke](http://www.ca.go.ke)**

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

- (i) Technical proposal for consultancy for Governance and Legal Audit Services.
- (ii) Financial proposal for consultancy for Governance and Legal Audit Services

**Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the CA 1<sup>st</sup> Floor meeting room.**

**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, telex, facsimile or electronic mail to the Client’s address indicated in Appendix “A”. The Client will respond by cable, telex, facsimile 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, cable, telex or facsimile 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**
- Technical Proposal**
- 3.1 The Consultants proposal shall be written in English language.
- 3.2 In preparing the Technical Proposal, consultants are 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 two (2) 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.

**Financial Proposal**

- (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.
  - 3.6 In preparing the Financial Proposal, consultants are 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 Consultants shall express the price of their services in Kenya Shillings.
  - 3.9 Commissions 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 90 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 itself. 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.
- 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 of Technical Proposal**

## EVALUATION CRITERIA

The RFP for Governance and Legal Audit services shall be evaluated in three stages namely:

- Mandatory Evaluation -Pass/Fail
- Technical evaluation - 80%
- Financial evaluation. - 20%

### i) Mandatory Evaluation

The proposal shall be subjected to the mandatory evaluation, where firms must submit the following:-

1. Certificate of incorporation/registration of the firm or its equivalent. Provide a list of shareholders and the Directors with their contact details
2. A valid tax compliance certificate
3. Valid practicing certificate issued by the Institute of Certified Public Secretaries of Kenya (ICPSK) for the Team Leader.

Failure to submit any of the above documents, the firm shall be disqualified at this stage.

### ii) Technical Evaluation

At the technical evaluation stage, the proposal shall be subjected to the technical evaluation criteria as stipulated in the table below. The maximum scores shall be 80/80 with a pass mark of 60 out of 80 marks.

<b>EVALUATION CRITERIA FOR GOVERNANCE AND LEGAL AUDIT CONSULTANCY</b>		
	<b>CRITERIA</b>	<b>WEIGHT %</b>
<b>1</b>	<b>Company relevant Experience for the Assignment</b>	<b>20</b>
	a) Provide details of at least one (1) similar consultancy undertaken over the last five years in: (i) Governance Audit <b>(8 Points)</b> ; and (ii) Legal Audit <b>(8 Points)</b> . b) Provide at least one (1) reference letter from an organization where consultancy services have been undertaken in; (i) Governance Audit <b>(2 Points)</b> (ii) Legal Audit <b>(2 Points)</b> .	
<b>2</b>	<b>Qualifications and competence of staff on the Assignment:</b>	<b>10</b>
	<b>Team Leader</b> <b>Professional Qualifications:</b> a) At least a Master degree in Law (LL.M). <b>(2 Points)</b>	

<b>EVALUATION CRITERIA FOR GOVERNANCE AND LEGAL AUDIT CONSULTANCY</b>		
	<b>CRITERIA</b>	<b>WEIGHT %</b>
	<p>b) A Certified Public Secretary in good standing <b>(1 Points)</b></p> <p><b>Relevant Experience:</b></p> <p>a) At least 10 years' experience in Legal Practice. <b>(3 Points)</b></p> <p>b) Demonstrable experience in undertaking both Governance and Legal Audit [provide reference letter (s) <b>(4 Points)</b>].</p> <p>Attach copies of relevant Certificates and Curriculum Vitae.</p>	
	<p><b>At least three Other Staff</b></p> <p><b>Profession Qualifications:</b> A combination of qualified staff in Law, Corporate Governance, Legal Research or other related field. - Minimum 3 professionals <b>(5 Points each)</b></p> <p>Attach copies of relevant Certificates and Curriculum Vitae.</p>	<b>15</b>
<b>3</b>	<p><b>Methodology and Approach</b></p> <p>(a) Understanding the TORs and Consultant's initiatives and comments on the TORs <b>(4 Points)</b></p> <p>(b) Proposed work plan and methodology <b>(16 Points)</b></p> <p>(c) Proposed data collection approach and data analysis methodology <b>(10 Points)</b></p>	<b>30</b>
<b>4</b>	<p><b>Financial capability</b></p> <p>Must demonstrate financial capability in carrying out the Consultancy work- Annual Turn over- Kshs 5 million and above. (Attach Audited Accounts for the last two (2) years or equivalent).</p>	<b>5</b>
	<b>TECHNICAL TOTAL</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. Financial proposal will account for the remaining **(20%)** percentage points.

#### **Financial Evaluation**

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

**Financial Score = 20 X Pm/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 Kshs inclusive of all taxes in the following format:-

**Financial proposal for Governance and Legal Audit Consultancy**

<b>Work Description</b>	<b>Amount (Kshs)</b>
Consultancy Fees	
Disbursements (if any)	
<b>Total</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 notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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.

**5.5** 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.

**6.2** 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 Contract**

- 7.1 The Contract will be awarded following negotiations.  
  
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 submit the Performance Bond in form of bank guarantee to the Commission on execution of the contract agreement and before commencement of services. The Performance Bond will remain valid for Thirty (30) days beyond the duration of this Agreement or any termination thereof and whose value shall be 5 % of the quoted tender Sum. 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** Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who 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.

**10. Delays /Penalties** The Authority will charge for damages on delays in completion of the project/services at a rate of Kenya shillings five thousand (Kshs 2,000.) per week upto a maximum of four weeks, after which the Commission shall terminate the contract.

## APPENDIX “A”

### Clause Reference

- 1.1 The name of the Client is:  
**COMMUNICATIONS AUTHORITY OF KENYA**
- (i) The method of selection is: Quality Cost Based Selection (QCBS) method
- 1.2 Technical and Financial Proposals are requested: **Yes**
- The name, objectives, and description of the assignment are: **AS PER THE TERMS OF REFERENCE.**
- 1.3 Pre-proposal conference will be held: **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:  
**TWO YEARS AND ABOVE.**
- 3.4 (ii) Training is a specific component of this assignment:  
**N/A**
- (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**
- Director General  
Communications Authority of Kenya  
P.O Box 14448  
Nairobi 00800**
- 4.3 Proposals must be submitted no later than **3<sup>rd</sup> March 2016 at 2.30 p.m.**
- 4.4 The address to send information to the Client is: **P.O BOX 14448-00800, NAIROBI FAX.NO.4242335**
- 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 governance and legal audit 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 (two) 2 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): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
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.

**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	
4. 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 Governance and legal 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	Remuneration Rate as appropriate.)	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	Day			
	Grand Total				

**(vi). MISCELLANEOUS EXPENSES**

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

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

## **SECTION E: - CONCEPT PAPER FOR CONSULTANCY SERVICES TO UNDERTAKE GOVERNANCE AND LEGAL AUDIT AT THE AUTHORITY**

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### **1. Background Information**

The Communications Authority of Kenya (the Authority) is established under Section 3(1) of the Kenya Information and Communications Act, 1998 as a body corporate with perpetual succession and a common seal. Its mandate is to licence and regulate postal, information and communication services.

The Authority wishes to engage services of a Consultant to review and establish the extent of conformity to the highest Standards of Governance and compliance with the framework of the laws, regulations and policies under which the Authority operates.

### **2. Justification**

Compliance with Statutory Obligations is a performance indicator in the Performance Contract for the Financial Year 2015/2016 between the Government of Kenya through the Ministry of Information, Communications and Technology and the Authority's Board of Directors, and it entails Compliance with and enforcement of all relevant Legislation and Regulations and carrying out of Legal Audit to establish the extent of compliance and enforcement.

Previously Legal Audit was conducted internally by the Legal Services Department; however, an independent Legal Audit is necessary for the Authority to ensure a comprehensive and impartial audit process.

On the other hand, conformity with governance parameters as set out in the Constitution, applicable laws and best practices is a requirement under the Mwongozo Code of Governance, which provides guidance on governance within State Corporations. Governance Audit therefore entails review of governance structures, policies and practices to ensure they are in conformity with highest standards of good governance.

The exercise will enable the Authority minimize risks, as well as ensure it conducts its operations in accordance with all relevant laws and best regulatory practices anchored in principles of good governance, accountability and transparency.

### **3. The Terms of Reference (ToR) for the Consultant**

The Consultant will be required to provide the professional services necessary to undertake a comprehensive Governance and legal audit.

The Consultant will work within the ToR and contract agreement to deliver quality output in accordance with the objectives of this assignment, which will include to:

## **a) Governance audit**

- (i) Identify and analyse governance parameters, which the Authority is required to operate under the Constitution of Kenya, 2010, attendant Statutes and best practices. These parameters shall include:
- Leadership and strategic management;
  - Transparency and Disclosure;
  - Compliance with Laws and Regulations;
  - Communication with stakeholders;
  - Board independence and governance;
  - Board systems and procedures;
  - Consistent shareholder and stakeholders' value enhancement; and
  - Corporate social responsibility and investment.
- (ii) Evaluate the Authority's existing governance structures, policies and procedures and assess the extent of their compliance with these governance parameters;
- (iii) Review the existing Authority's Board Charter;
- (iv) Develop a Charter for the Universal Service Access Council, an advisory body established under Section 102A of the Kenya Information and Communications Act, 1998, to advise the Authority and provide strategic policy guidance for the administration and implementation of the Universal Service Fund;
- (v) Prepare and present to the Authority's Management and Board: An interim report of the audit findings; draft reviewed Board Charter and draft Universal Service Access Council Charter; and
- (vi) Prepare and submit to the Authority a final report of the audit findings and recommendations; a reviewed Board Charter and Universal Service Access Council Charter.

## **b) Legal Audit**

- (i) Identify and analyse the current framework of laws, regulations and policies under which the Authority operates;
- (ii) Evaluate the Authority's existing policies and procedures that support the legal and compliance functions to assess the extent of their compliance with this framework;
- (iii) Prepare and present an interim report of the legal audit findings to the Authority's Management; and
- (iv) Prepare and submit a final report of the audit findings and recommendations.



#### 4. Consultancy deliverables and estimated time requirement

Linked to the above terms of reference, the consultancy would produce the following deliverables:

<b>Activity</b>	<b>Time frame</b>
Inception report outlining the consultant's understanding of the tasks, methodology of execution of the tasks and a timetable on how they intend to undertake the assignment	10 days
(i) Interim Report on governance audit findings; (ii) Interim Report on legal audit finding; (iii) Draft reviewed Board Charter; and (iv) Draft Universal Service Access Council Charter.	25 days
(i) Final Report on governance audit findings and recommendations; (ii) Final Report on legal audit findings and recommendations; (iii) Reviewed Board Charter; and (iv) Universal Service Access Council Charter.	10 days

The total time requirement for completing the action framework is estimated to be 45 days upon execution of the contract.

## 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;
- (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 any thing of value to influence the action of a public official in the selection process or in Contract execution.

“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.

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the 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.
  - (iv) Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions 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 Project**
- 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 project resulting from the closely related to the services.
- 3.2.3 Prohibition of Conflicting Activities**
- Neither the Consultant nor his sub-consultant (s) nor their personnel shall engage either directly or indirectly in any of the following activities:
- (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
  - (b) After the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality**
- 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.

**3.4 Insurance to be Taken Out by the Consultant**

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.

**3.5 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in Section C ("Key Personnel and Sub-consultants").

**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

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 foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

### **6.3 Payment for**

For the purposes of determining the remuneration



- Additional** 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.
- 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 part

**FORM OF TENDER**

FROM-----  
-----

DATE -----

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

**RE: PROPOSAL FOR PROVISION CONSULTANCY FOR GOVERNANCE AND LEGAL  
AUDIT**

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

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 Commission 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 on contract.

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

Tenderer's Name-----  
Tenderer's Signature-----  
Tenderer's designation-----  
Full address-----  
Telephone No-----  
Telegraphic Address-----  
Date-----

**4. 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 Contractor]  
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ 2016 to provide \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor 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 **(Kshs 100,000)**.

\_\_\_\_\_ (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 \_\_\_\_\_ 20.

Signature and seal of the Guarantors

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

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

\_\_\_\_\_ [date]

### 3. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between **Communications Authority of Kenya** (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the Contractor”) 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: )  
 )  
 )  
 )  
 )  
\_\_\_\_\_)  
**SECRETARY** )