



**RE-TENDER FOR REQUEST FOR PROPOSAL (RFP)  
FOR PROVISION OF CONSULTANCY SERVICES  
FOR BUSINESS PROCESS RE-ENGINEERING OF  
LICENSING MANAGEMENT PROCESSES**

**TENDER NO: CA/PROC/RFP/10/2018-2019**

*Director-General*

*Communications Authority of Kenya*

*P.O. Box 14448 – 00800*

*Nairobi, Kenya Tel: +254 20 4242000*

*Fax: +254 20 4242335*

## **SECTION A: INVITATION TO TENDER**

### **RE-TENDER FOR REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING OF LICENSING MANAGEMENT PROCESSES: CA/PROC/RFP/10/2018-2019.**

The Communications Authority of Kenya (hereinafter referred to as the Authority) is the regulator for the ICT industry with responsibilities in telecommunications, e-commerce, broadcasting and postal/courier services. The Authority is also responsible for managing the country's numbering and frequency spectrum resources.

The Authority invites sealed proposals for consultancy services to guide in the implementation of a Licensing Management System (LMS).

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 upon payment of a non-refundable fee of **Kshs.1,000.00** (hard copy of the tender document).

The Tender documents can also be accessed and downloaded from the IFMIS Supplier Portal: <http://supplier.treasury.go.ke> and the Authority's website: <https://ca.go.ke/about-us/do-business-with-us/open-tenders/> *free of charge*. 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.

Bidders are required to undertake serialization of all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i) to enable safeguard loss of documentation during and after evaluation.

Duly completed Request for Proposals (RFP) documents should be submitted in a plain sealed envelope marked **RE-TENDER FOR REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING OF LICENSING MANAGEMENT: CA/PROC/RFP/10/2018-2019** to the address below or deposited in our tender box on the ground floor of CA Centre building along Waiyaki Way, Nairobi on or before **9<sup>th</sup> January 2019 at 10:30 a.m.** East African time (EAT).

**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)**

The Technical and Financial proposals should be enclosed in separate envelopes and each envelope clearly marked as shown below before enclosure in an outer envelope.

- (i) **Technical proposal for** Consultancy services for BPR of Licensing Management processes.
- (ii) **Financial proposal for** Consultancy services for BPR of Licensing Management processes.

Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the CA Centre Ground Floor meeting room 2.

## SECTION B: - INFORMATION TO BIDDERS

### 1.1. General Information

The language for this tender is English and any attached document by a bidder, which is not in English, must be accompanied by its English translation.

NO.	Heading	Notes
1.	<b>Introduction</b>	<p>The proposal must remain valid for 150 days after the submission date. The Authority may require this period to be extended where necessary.</p> <p>The bid proposal shall be written in English in indelible ink.</p> <p>The proposals shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidder. Any such corrections must be initialed by the persons or person authorized to sign the proposals.</p> <p>Bidders are required to provide a company profile and organization structure, company history, physical and postal address, telephone, email and other contacts. Services offered by the firm and affiliations with other firms.</p> <p>Bidders shall submit <b>separate Technical Proposal and Financial Proposal</b>. These submissions should be accompanied by respective cover letters in the format shown in <i>appendix B</i>.</p> <p>Bidders shall prepare two (2) copies of each proposal. Each copy of the Technical Proposal or Financial Proposal shall be marked “<b>ORIGINAL</b>” or “<b>COPY</b>” as appropriate. If there are any discrepancies between the original proposal and its copy, the original shall govern.</p> <p>The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked “<b>TECHNICAL PROPOSAL</b>,” while the original and copy of the Financial Proposal shall be placed in a another envelope and sealed and clearly marked “<b>FINANCIAL PROPOSAL</b>” with a warning: “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL</b>”. Both the Technical Proposal and Financial Proposal envelopes shall then be placed into an outer</p>

NO.	Heading	Notes
		<p>envelope and sealed. This outer envelope shall bear the Authority's submission address, namely:</p> <p style="text-align: center;"><b>The Head of Procurement</b>  <b>Communications Authority of Kenya(CA)</b>  <b>P. O. Box 14448</b>  <b>Nairobi 00800</b></p> <p>And clearly marked, <b>“DO NOT OPEN, EXCEPT IN THE PRESENCE OF AUTHORIZED OFFICERS OF THE AUTHORITY.”</b></p> <p>The completed Technical and Financial Proposals must be delivered at the Authority's submission address on or before the closing date which is on <b>9<sup>th</sup> January 2019 at 10:30 a.m</b> East African time (EAT). Any proposal received after the closing date shall be returned unopened to the firm, which submitted it.</p>
2.	<b>Clarification and Amendments of RFP Tender Document</b>	<p>Bidders may request clarifications on the tender document seven (7) days before the closing date. Requests for clarification must be sent in writing by letter or electronic mail to the Authority's submission address above. The Authority will respond to such requests by written letter or electronic mail to not only the requesting Bidder but to all other Bidders. The response will include a recast of the query without identifying the source of inquiry.</p> <p>At any time before the submission of proposals, the Authority may, whether at its own initiative or in response to a clarification requested by a Bidder, amend the RFP. Any amendment shall be issued in writing through addendum and circulated to all Bidders. Addendum shall be by written letter or electronic mail to all Bidders and will be binding to them. The Authority may at its discretion extend the deadline for the submission of proposals.</p>

## 1.2. Preparation of Technical Proposal

Bidders are required to prepare the Technical Proposal to include the items listed on the table below. The Technical Proposal shall not include any financial information.

NO.	Heading	Notes
i.	<b>Company Details</b>	Company profile and organization structure, company history, physical and postal address, telephone, email and other contacts. Services offered by the firm and affiliations with other firms.
ii.	<b>Company Experience</b>	A description of at least three (3) assignments in the consultancy services for Business Process Re-engineering (BPR) or similar projects undertaken in the recent past. Use the format shown in <i>Section C: ii - Firms References</i> to list the assignments done.
iii.	<b>Company Proposal</b>	A proposed methodology by the Bidder on how it intends to undertake this project including the evaluation of the detailed ToR's which are detailed in <i>Section E</i> .
iv.	<b>Staff Qualifications</b>	Bidders shall provide CVs and testimonials of the Lead Consultant and at least three (3) other Consultants who shall be directly involved in the Project.  Use the format in <i>Section C: vi - Format of curriculum vitae (CV) for proposed professional staff</i> to structure this part.

## 1.3. Preparation of Financial Proposal

Bidders are required to prepare the Financial Proposal including the cost of achieving the milestones in their Technical Proposals. Bidders are also expected to indicate their proposed payment schedule in line with their proposed work schedule. The table below summarizes the requirements of the Financials Proposal.

NO.	Heading	Notes
i.	<b>Financial Proposal</b>	Bidders shall express the price of their services to the Authority for this project in Kenya Shillings (KES). In case foreign

NO.	Heading	Notes
		<p>currency is used, the exchange rate on the closing date shall be used for the conversion to Kenya shillings. The exchange rate will be as per the Central Bank of Kenya rates during the closing date of the proposal.</p>
		<p>The Financial Proposal should list all the activities to be performed plus their associated costs and all summed up in one figure inclusive of any taxes (where applicable). Use the format of <i>SECTION D</i> to structure the financial proposal and further provide a summary of costs.</p>
		<p>The evaluation committee will determine whether the Financial Proposals are complete (i.e. whether the Bidder 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 any case, the total price of the Financial Proposal as submitted by the Bidder shall prevail.</p>

#### 1.4. Evaluation of Technical Proposals

NO.	Heading	Notes
1.	<p><b>Evaluation of Technical Proposals</b></p>	<p>After the proposals have been submitted by the closing date, the Tender Opening Committee shall open the Technical Proposal. The Financial Proposal shall remain sealed and only Financial Proposal of qualified Technical Proposals shall be opened in accordance with the timelines of this tender.</p>
		<p>From the closing date to the time the contract is awarded, if any Bidder wishes to contact the Authority on any matter related to this tender, they should do so in writing at the official address provided. Any effort by the firm to influence the Authority on the outcome of the evaluation may result in the rejection of the Bidder's proposal.</p>
		<p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is</p>

NO.	Heading	Notes
		<p>concluded. Only the Financial Proposals of the Bidders that qualify at the technical evaluation stage shall be opened.</p> <p>The minimum technical score required to qualify to proceed to the financial evaluation stage is <b>60/80</b>.</p> <p>After the evaluation of the Technical Proposal, the Authority shall notify the Bidders whose proposals did not meet the minimum qualification indicating that their Financial Proposals shall be returned unopened at the end of the tendering process. The firms that will score 60 and above will be invited to witness the opening of the financial proposals.</p>

#### 1.5. Evaluation of Financial Proposals

NO.	Heading	Notes
1.	<b>Evaluation of Financial Proposals</b>	<p>Only Financial Proposals of Technically qualified bids shall be opened.</p> <p>The Authority shall then undertake the evaluation of the Financial Proposals and determine the winner of the tender in accordance with the Evaluation Criteria.</p>

#### 1.6. Other activities Related to the Tender

NO.	Heading	Notes
1.	<b>Award of Contract</b>	<p>The Contract will be awarded to the winner of the tender following negotiations based on the general conditions of the contract as in <i>Appendix B</i>:</p> <p>After negotiations are completed, the Authority will notify other Bidders who qualified at the Technical Proposal stage that they were unsuccessful. The Authority shall also return unopened the Financial Proposals of those Bidders who did not pass the technical evaluation stages.</p> <p>The contractor awarded shall be expected to commence the</p>



NO.	Heading	Notes
		assignment within fourteen (14) calendar days after signing of the contract.
2.	<b>Performance Bond</b>	<p>The Contractor awarded shall prior to execution of the contract Agreement furnish the Authority with a Performance Bond in form of bank guarantee that will remain valid for Thirty (30) days beyond the validity of the contract and the value of the Performance Bond shall be equivalent to <b>5% of the Contract Value.</b></p> <p>The proceeds of the performance Bond shall be payable to the Communications Authority of Kenya as compensation for any loss or damage resulting from failure by the contractor awarded to fulfill its obligations under this tender.</p> <p>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.</p> <p>The Performance Bond will be discharged by the Communications Authority of Kenya and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.</p> <p>Use the format of <i>Appendix ii: performance bank guarantee</i> to structure the Performance Bond.</p>

**Confidentiality - Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to Bidders or other persons except in accordance with the law.**

## SECTION C: EVALUATION OF THE BIDS

The proposals accepted by the closing date shall be subjected to three (3) stages of the evaluation process, namely:

- i. Mandatory Evaluation Stage- Pass/ Fail Basis
- ii. Technical Evaluation Stage - 80%
- iii. Financial Evaluation Stage - 20 %

### i. Mandatory Evaluation Stage:

Bidders shall be required to provide the following and the evaluation will be on pass/fail basis:

NO	MANDATORY REQUIREMENTS
1.	Company profile (Company history, contacts and services)
2.	Certificate of business incorporation/registration of the firm in the domicile country. Provide a list of shareholders and the Directors with their contact details
3.	A copy of a valid tax compliance certificate from the firm's domicile country
4.	Two (2) copies of the Request For Proposal (RFP) (Original and copy)
5.	Audited accounts for the last 3 years (2015, 2016 and 2017) stamped and signed by certified accountants

Failure to submit any one of the above requirements will lead to disqualification or fail. Only those firms who pass at the mandatory stage will proceed to the technical evaluation stage.

### ii. Technical Evaluation Criteria and Scores

The bidders that will qualify at the mandatory evaluation stage shall be subjected to the technical evaluation criteria. The maximum scores attainable at the technical evaluation stage shall be eighty (80) out of eighty (80). Bidders who attain sixty (60) marks and above out of eighty (80) will qualify to proceed to the Financial Evaluation stage.

Criteria	Weight
<p><b>1. Experience of the Firm</b></p>	
<p>Bidders must provide a description of at least three (3) assignments where the bidder provided consultancy services for Business Process Re-engineering (BPR) or similar projects,</p> <p><i>{5 marks for each assignment carried out (Max. 15 marks)}</i></p> <p><b>(Max. 15 Marks)</b></p> <p>Out of the three (3) assignments submitted above, bidders must detail the organization name and address, contact person(s), contact details, contract amount and a detailed outline of the assignment.</p> <p><i>{2 marks each for the organization name and address, contact person(s), contact details, contract amount and a detailed outline of the assignments}</i></p> <p><b>(Max. 6 Marks)</b></p> <p>Bidders must submit three (3) recommendation letters from the firms listed above.</p> <p><i>{3 marks for each recommendation letter from reference site x 3 sites}</i></p> <p><b>(Max. 9 Marks)</b></p>	<p><b>30</b></p>
<p><b>2. Methodology and Work plan</b></p>	
<p>Bidders must submit a description of the methodology and work plan (Gantt chart) for performing the assignment which must contain at least the following:</p> <ul style="list-style-type: none"> <li>i. Detailed activities and milestones <i>{5 Marks}</i></li> <li>ii. Timelines <i>{5 Marks}</i></li> <li>iii. Resources required <i>{5 Marks}</i></li> </ul> <p><b>(Max. 15 Marks)</b></p>	<p><b>15</b></p>
<p><b>3. Human Resource Capacity</b></p>	
<p>Bidders must submit a list of proposed Project staff team by specialty, the tasks that would be assigned to each staff team member and the timings.</p>	<p><b>30</b></p>

Criteria	Weight
<p><b>a) Lead Consultant:</b></p> <p>Minimum qualifications and competence of the Lead Consultant must be at least a University degree and at least eight (8) years’ experience in management of Business Process Re-engineering projects.</p> <p><i>{2 marks for CV;</i>  <i>3 marks for a Degree certificate;</i>  <i>4 marks for minimum eight (8) years’ experience in management of Business Process Re-engineering and Automation projects}</i></p> <p><b>(Max. 9 Marks)</b></p> <p><b>b) Other consultants:</b></p> <p>Minimum qualifications and competence of at least three (3) personnel who will support implementation of the assignment must be at least a University degree and at least four (4) years’ experience in Business Process Re-engineering.</p> <p><i>{1.5 marks for each CV (Max. 4.5 marks),</i>  <i>2.5 marks for a University certificate for each of the consultants (Max. 7.5 marks),</i>  <i>3 marks for minimum of four (4) years’ experience for each of the consultants (Max. 9 marks)}</i></p> <p><b>(Max. 21 Marks)</b></p>	
<p><b>4. Financial Capacity</b></p>	
<p>Bidders must have an average Annual turnover of at least Kshs. 50 Million as per the Bidder’s Annual audited accounts for the last three (3) years (2015, 2016, 2017)</p> <p><b>(Max. 5 Marks)</b></p>	<p><b>5</b></p>
<p><b>Total</b></p>	<p><b>80</b></p>

To be eligible to proceed to the next evaluation stage, bidders must score at least sixty (60) out of eighty (80) at the technical evaluation stage.

### iii. Financial Evaluation and Scores

The financial proposals of the bidders that qualify at the technical evaluation stage shall be opened and evaluated.

The evaluation committee will determine whether the financial proposals are complete (i.e. whether the Bidder 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 any case, the total price of the Financial Proposal as submitted by the Bidder shall prevail.

Bidders are also expected to indicate their proposed payment schedule in line with their proposed work schedule in the format below. The Authority is not bound by a Bidder's proposed payment schedule but the proposal will form part of the contract negotiations with the winning Bidder.

However, where a Bidder has not proposed a payment schedule, the Authority will ensure the bidder is paid at the conclusion of the contract and the same shall not be negotiable.

The payment schedule shall be provided in the following format:-

No	Milestone/ Work Description	Percentage of Tender Sum	Amount (KES)
1.			
2.			
3. etc			
<b>Sub Total</b>			
<b>Taxes</b>			
<b>Total Amount of Financial Proposal</b>		<b>100%</b>	

At the Financial Evaluation stage, the following formulae shall be applied to derive the financial. The committee shall thereafter compute the financial scores out of 20 points using the following formulae:-

$$\frac{\text{Lowest evaluated bid}}{\text{Bid Price}} \times 20 = \text{Financial Scores}$$

The technical and financial scores will be combined and the firm achieving the **HIGHEST COMBINED SCORES** will be considered for award of the tender.

**NB:** The financial proposals for both local and international firms must include all applicable taxes. The taxes currently applicable to consultancies are:

- Withholding Taxes- There is an applicable tax rate for local and international firms. For international firms the withholding taxes vary from country to country depending on the double taxation agreement with Kenya. The applicable percentage must therefore be included and shown in the financial proposal submitted.
- Value Added Tax (VAT) – The VAT is loaded up to the consultancy cost and the applicable rate currently is 16% of the project cost. This is applicable to all the firms and must be included and shown in the financial proposal.

### ***Local Preference***

*While comparing price proposal between local and foreign firms participating in a selection process in financial evaluations, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 20% preferential bias in proposed prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. The bidders in the financial bid shall attach details of such proof*

#### **iv. Total Bid Score**

A Bidder's final scores will be the addition of a Bidder's technical evaluation scores and the Bidder's financial evaluation scores.

- Bidder's Total Scores = Bidder's Technical Scores + Bidder's Financial Scores

**The Bidder with the highest total scores will be declared the winner.**

#### **1.7. Negotiations**

**1.7.1.** Negotiations will be held at the CA Centre, along Waiyaki Way, with the aim of reaching an agreement on all points and sign a contract.

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

**1.7.3.** Having selected the firm on the basis of, among other things, an Evaluation of proposed key professional staff, the Authority expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Authority will require assurances that the experts will be actually available. The

Authority 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.

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

## **1.8. Award of Contract**

1.8.1 The Contract will be awarded following negotiations. After negotiations are completed, the Authority 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.

1.8.2 The selected firm is expected to commence the assignment on the date and at the location as specified by the Authority.

## **1.9. Performance Bond**

The selected firm shall within Seven (7) days from the date of executing the Contract Agreement furnish Communications Authority of Kenya with a Performance Bond 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** and to be provided before execution of contract.

The proceeds of the performance Bond shall be payable to Communications Authority of Kenya as compensation for any delay 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.

## **2.0. 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.



## APPENDIX “A”

### Clause Reference

- 1.1 & 2.1 The name of the Client is:  
**Communications Authority of Kenya**
- The method of selection is: **Quality and Cost Based selection method**
- 1.2 Technical and Financial Proposals are requested: **Yes**
- 1.3 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 conferences will be held: Yes \_\_\_\_\_ No \_\_\_\_ [*if Yes, indicate date, time and venue*] **No**
- The name(s), address (es) and telephone numbers of the Client’s official(s) are: **P.O BOX 14448 NAIROBI 00800; Tel: +254-20-4242000;**
- 1.4 The Client will provide the following inputs: **any information required on the assignment**
- 3.3 (i) The minimum required experience of proposed professional staff is:[*Insert title, number of years of professional experience, specific expertise*]
- Lead Consultant- 8 years.
- Other Consultants -4 years
- 3.4 (ii) Training is a specific component of this assignment:  
**No**
- (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 two (2) additional copies of each proposal
- 4.2 The proposal submission address is as shown below. Information on the outer envelope should also include: **Tender Number and Tender Description addressed to:**

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

- 4.3 Proposals must be submitted no later than **9<sup>th</sup> January 2019 at 10:30 a.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 submission of performance bond and signing the contract within an agreed time frame between the two parties.

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

The following sample formats have been attached:

- 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 Authority.
- 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.

All firms must submit the above forms.

**i. TECHNICAL PROPOSAL SUBMISSION FORM**

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

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Provision of consultancy services*] 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 with others was legally contracted.

Assignment Name:	Country:
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of the firm	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 ON SERVICES AND FACILITIES TO BE PROVIDED BY THE AUTHORITY.**

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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 Authority:

- 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.]*

---

**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	
1. Interim Progress Report	
(a) First Status Report	
(b) Second Status Report	
3. Draft Report	
4. Final Report	

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

The following sample formats for the Financial Proposal have been attached:

- 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 Authority]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) [Provision of consultancy services] 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	Day			_____
	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  Equipment: computers etc.				
3.	Software				
4.	Grand Total				_____



## **SECTION E: TERMS OF REFERENCE (TOR) FOR THE CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING OF LICENSING MANAGEMENT PROCESSES**

### **1. INTRODUCTION**

The Communications Authority of Kenya (CA) is the regulatory authority for the communications sector in Kenya with regulatory oversight over the provision of telecommunications, radio communications, broadcasting, electronic transactions, the country's numbering and frequency spectrum resources as well as postal services. The Authority is also charged with the protection of consumers of these services.

To achieve this mandate, the Authority put in place its 3rd strategic plan (2013- 2018) that sought to align the Authority's mandate to Kenya's Vision 2030, the Constitution of Kenya, the National ICT Policy and ICT Master Plan. The Strategic plan was developed with a view to foster core values that would enable the Authority achieve its mandate. The following are the Authority's core values: *Integrity, transparency, diligence, results focus, accountability and teamwork.*

In its Strategic Plan, the Authority intends to build its institutional capacity by modernizing its internal systems and processes by among other things reviewing its internal processes and procedures and automating its internal processes with a view to ensuring accountability, performance improvement, efficient service delivery and compliance with all statutory requirements.

### **2. CONSULTANCY SERVICE FOR BUSINESS PROCESS RE-ENGINEERING OF LICENSING MANAGEMENT PROCESSES**

To realize the aforementioned strategic objective, the Authority initiated a Business Process Re-Engineering and Automation (BPRA) programme that saw the development of an IT Roadmap, Data Management Framework and Business Continuity Management Framework.

The Authority further commenced the implementation of one of the automation projects that saw the Authority Re-Engineer Procurement, Human Capital and Administration and Finance and Accounts processes, develop and implement a change management and data management strategy and implement an Enterprise Resource Planning (ERP) System. The ERP system has automated the Procurement, Human Capital and Administration (HCA) and Finance and Accounts (F&A) processes.

The Authority now seeks to implement the second phase of the BPR programme and as such would like to secure the services of a consultancy firm for a maximum period of one (1) year to support the implementation of a Customer Relationship Management (CRM) System.

The scope of the Consultancy services will include;

1. Conduct Business Process Re-Engineering (BPR) and documentation of the Re-engineered processes and workflows for the Authority's Licensing Management processes.
2. Develop Tender specifications for the automation of the Re-engineered Licensing Management processes.
3. Develop Tender specifications for the consultancy for Quality Assurance for the Automation of Licensing Management processes.

The following details the desirable features and functionalities of the Customer Relationship Management (CRM) System. The Consultant will however be required to access the current operations of the Authority in order to re-engineer the processes and identify appropriate requirements and functionalities of the proposed IT System.

### **2.1. Licensing Management System (LMS)**

The Licensing Management System (LMS) will create efficiencies in the licensing process thus reduce on time taken and resources required, improve efficiency in inspections and compliance monitoring management. Some of the processes to be automated by the LMS are:

- 2.1.1. Receiving and processing license applications: The process entails receiving applications with defined requirements and the supporting documentation and processing them through different approval stages (both internal and external) up to the point when a license is issued and the licensee is posted in a database.
- 2.1.2. Facilitate online submission of application documents by applicants for processing and online access of processed licenses by successful applicants.
- 2.1.3. License management: Facilitate license renewals, license suspensions, license cancellation, license reinstatement Inspection activities, enhance compliance monitoring based on specific license condition and track enforcement actions,
- 2.1.4. Facilitate Online submission of Licensees' operational data into internal database for analysis, reporting and compliance monitoring by the Authority
- 2.1.5. Managing Licensee's records. The Authority receives several documents from Licensees within the course of their operations which call for regular updates of the Licensee's records.

- 2.1.6. Managing License terms and renewal process, Integration of the License Management System (LMS) to the existing frequency Spectrum Monitoring and Management System (SMMS) to among other things issue spectrum resources, establish compliance during the license term with renewal process, among others.
- 2.1.7. Managing and monitoring License fees payment for various licenses and licensees, create license fees orders for application fees, annual license fees and penalties.
- 2.1.8. Facilitate monitoring compliance with license terms and conditions, facilitate tracking of compliance performance of licensees, preparation of compliance reports, and facilitate issuance of license compliance certificates.
- 2.1.9. Scheduling inspections, reporting on compliance and issuance of inspection certificates. This involves drawing up inspection schedules, preparing clear objectives for inspections and inspection checklist, carrying out inspections using a standard inspection form, writing reports, field support, and issuance of inspection certificates.
- 2.1.10. Facilitate execution of enforcement actions based on inspection reports and compliance status.
- 2.1.11. Managing Numbering resources: Number planning, allocation and usage monitoring, utilization and reporting.
- 2.1.12. Facilitate process of developing and monitoring standards: The Authority, in collaboration with other International Standards Organizations, develops standards and ensures that equipment and devices supplied in the country comply with the set standards.
- 2.1.13. Managing Type Approval process for equipment/devices brought into the market: Manage applications for Type Approval, assessing the equipment/devices through the type approval process until a Type Approval certificate is issued.
- 2.1.14. Dispute Resolution: This involves profiling the issues raised, carrying out technical analysis, receiving submissions, holding consultative meetings before rendering a guidance/determination for implementation and managing actions taken and follow up activities with the licensees or the complainants for effective resolution.
- 2.1.15. Continuous review and amendment of the various market structure and licensing categories.

- 2.1.16. Analytics tool for report generation in customized formats and queries. Integration of the Licensing Management System to the ERP System as appropriate.

### **Broadcast Content Analysis**

The Broadcast Content Analysis will automate the current manual process of content monitoring exercise by making it easier to access and analyze recorded data and generate reports. This will improve efficiency of the monitoring exercise as it will significantly reduce the time taken to analyze data and also the effectiveness of reporting on broadcast content compliance. Below are some of the desired functionalities:

- 2.1.17. Monitoring tool: The tool will capture all the standards in the programming code, analyze content based on the standards outlined in the programming code, bookmark information and generate alerts and compliance reports.
- 2.1.18. Content management: Allow access to documents and data, with check-in/check-out capabilities and version control.
- 2.1.19. Integration with the existing Broadcast Logger: The system should be integrated with the existing Broadcast Logger to enable the users to log into the online system and obtain necessary information.
- 2.1.20. Provide a robust editorial logging to allow for editing and review of the monitoring tool.
- 2.1.21. The system should tackle the broadcast mediums (audio and video), making it possible to make notes on areas of interest within the recordings, cutting clips, and archiving them to secondary storage as well as adding custom regulatory remarks citing compliance.
- 2.1.22. Provide Secondary storage for analyzed data for records, complaints resolution and compliance purposes.
- 2.1.23. Integrate Broadcast Content Analysis system to the Licensing Management System.

### **3. TERMS OF REFERENCE AND DELIVERABLES**

#### **3.1. Terms of Reference**

The Authority seeks to engage a firm for a maximum period of one (1) year to provide consultancy services as follows:

- 3.1.1. Coordinate Business Process Re-Engineering (BPR) of Licensing Management, processes towards the automation of the processes.

#### **3.2. Expected deliverables (Outputs)**

The Consultant is expected to, in the very least, deliver the following:

- 3.2.1. Inception report three (3) weeks after signing of the Contract
- 3.2.2. Re-Engineered Business Processes documentation
- 3.2.3. Tender documents for the automation of the Re-engineered processes

## **II. General Conditions of the 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) “Bidder” means any person who has requested and has been supplied with the Tender Document for this contract in accordance with the request procedures set out herein;
- (c) “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;
- (d) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here
- (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 Bidder 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 Bidder’s rights and obligations towards the Client under this Contract;
- (j) “Party” means the Client or the Bidder, as the case may be and “Parties” means both of them;
- (k) “Personnel” means persons hired by the Bidder or by any Sub Bidder 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 Bidder pursuant to this Contract, as described in Appendix A; and

(n) “Sub Bidder” means any entity to which the Bidder 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 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 Bidder may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties** The Bidder, Sub-Bidder [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 Bidder 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** Any period within which a Party shall, pursuant to this



**of Time** 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 Bidder 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 Bidder, to be given after the occurrence of any of the events specified in this Clause;

- (a) If the Bidder 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 Bidder becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Bidder, 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 Bidders (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 Bidder**

The Bidder 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 Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Bidder that such payment is overdue; or

- (b) if, as a result of Force Majeure, the Bidder 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 of this Contract pursuant to Clauses  
**Upon** 2.6.1 or 2.6.2, the Client shall make the following  
**Termination** payments to the Bidder:

- (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 Bidder**

**3.1 General** The Bidder 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 Bidder 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 Bidders or third parties.

#### **1.2 Conflict of Interests**

**3.2.1 Bidder** (i) The remuneration of the Bidder pursuant to Clause 6 shall

**Not to  
Benefit from  
Commissions,  
Discounts,  
Etc.**

constitute the Bidder's sole remuneration in connection with this Contract or the Services and the Bidder 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 Bidder shall use his best efforts to ensure that his personnel, any sub Bidder[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 Bidder shall not engage and shall cause his personnel as well as his sub Bidder[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 Bidder as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Bidder 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 Bidder in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Bidder  
and  
Affiliates  
Not to be**

The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and his affiliates, as well as any Sub-Bidder and any of his affiliates, shall be disqualified from

**Otherwise Interested in Project** providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities**

Neither the Bidder nor his sub-Bidder[ 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 Bidder, his sub-Bidder[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 Bidder**

The Bidder (a) shall take out and maintain and shall cause any sub-Bidder[s] to take out and maintain, at his (or the sub-Bidders', 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 Bidder's**

#### **Actions requiring Client's Prior Approval**

The Bidder 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-Bidders").

### **3.6 Reporting**

#### **Obligations**

The Bidders 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 Consult- ant 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 Bidder 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 Bidder 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. Bidder's Personnel**

### **4.1 Description**

The titles, agreed job descriptions, minimum qualifications-

**of Personnel** and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel are described in Section C. The Key Personnel and Sub Bidders 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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 Bidder the Services and Facilities listed under Appendix F.

**6. Payments to the Bidder**

**6.1 Lump-Sum  
Remuneration**

The Bidder's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-Bidders' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Bidder in carrying out the Services. 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 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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- SUBMITTED WITH FINANCIAL PROPOSAL**

FROM-----  
-----

DATE -----

To: -----

**RE: REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF CONSULTANCY SERVICES FOR BUSINESS PROCESS RE-ENGINEERING OF LICENSING MANAGEMENT PROCESSES**

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

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 withdrawn 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 \_\_\_\_\_ 2018 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 **(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 \_\_\_\_\_ 2018.

Signature and seal of the Guarantors

---

*[name of bank]*

---

*[address]*

---

*[date]*

*Appendix III*

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between **Communications Authority of Kenya** (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the Bidder”) 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 Bidder 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 Bidders’ letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Bidder, the Bidder 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 Bidder 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 Bidder 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**