



**REQUEST FOR PROPOSAL (RFP)
FOR
PROVISION OF BASELINE SURVEY FOR BROADCASTING &
POSTAL/COURIER SERVICES**

TENDER NO: CA/PROC/RFP/01/2020-2021

SUBMISSION DATE: 25TH NOVEMBER 2020 AT 10:30A.M

***Director –General
Communications Authority of Kenya
P.O. Box 14448 – 00800
Nairobi, Kenya
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SECTION 1:

INVITATION TO TENDER

Tender Description: Request for Proposals (RFP) for Provision of Baseline Survey for Broadcasting & Postal/Courier Services in Kenya

Tender Number: CA/PROC/ RFP/01/2020-2021.

- 1.1 The Communications Authority of Kenya (CA) is the regulatory agency for the ICT industry in Kenya with responsibilities in Telecommunications, Cyber Security, E-commerce, Broadcasting and Postal/Courier Services. CA is also responsible for managing the country's numbering and frequency spectrum resources, administering the Universal Service Fund (USF) as well as safeguarding the interests of consumers of ICT services.
- 1.2 The Communications Authority of Kenya (CA) invites sealed tenders from eligible candidates for Provision of Baseline Survey for Broadcasting & Postal/Courier Services in Kenya as detailed herein.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the CA Centre on Waiyaki Way, Procurement Division, 2nd floor – Wing A, between 9:00am to 4:00pm, Monday to Friday excluding Public Holidays.
- 1.4 The tender document can be accessed and downloaded from the Authority's website <https://ca.go.ke/about-us/do-business-with-us/open-tenders/> or Public Procurement Information Portal (PPIP) supplier portal (<http://www.tenders.go.ke/website/tenders/index> free of charge).
- 1.5 A complete tender document may also be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000**. The payment can be remitted through **Pay-Bill No.522522** and a receipt obtained from our Accounts office, located at the Ground Floor, CA Centre.
- 1.6 The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address tenders@ca.go.ke before the closing date for records and for the purposes of receiving clarifications and/or addendum, if any. Additional information relating to this tender, if any, will be availed through the Authority's website and PPIP from time to time.
- 1.7 Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
- 1.8 Duly completed RFP documents, in a plain sealed envelope marked; **“FOR PROVISION OF BASELINE SURVEY FOR BROADCASTING & POSTAL/COURIER SERVICES IN KENYA: CA/PROC/RFP/01/2020-2021**, should be mailed to the address below or deposited in the CA tender box on the ground

floor of the CA Centre along Waiyaki Way on or before **25th November, 2020** at **10.30 a.m.**

**The Head of Procurement,
Communications Authority of Kenya,
P.O. Box 14448,
Nairobi 00800.
Tel: 4242000/0703-042000
Website: www.ca.go.ke**

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

- (i) **Technical proposal** for provision of baseline Survey on broadcasting & postal/courier services in Kenya.
- (ii) **Financial proposal** for provision of baseline Survey on broadcasting & postal/courier services in Kenya.

Technical Proposals will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the CA Centre Meeting Room 2 on the Ground Floor.

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 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.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP 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 the Appendix "ITC". 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.

2.2.2 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 addenda. Addenda 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.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 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.

2.3.3 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-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, 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.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP 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.

2.4.2 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, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

- 2.4.4 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.
- 2.4.5 The Proposal must remain valid for 60 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 shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 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.
- 2.5.3 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 the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 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 the Appendix "ITC". 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.

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

2.7 Evaluation of Technical Proposal

2.7.1 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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
	Total Points <u>100</u>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

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

2.8.2 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.

2.8.3 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.

- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal 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. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *p* = 1) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 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.

- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of 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.
- 2.9.5 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.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 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.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 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.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	The name of the client is Communications Authority of Kenya
2.1.1	The method of selection is Request for Proposals and is open to all.
2.1.6	The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible
2.1.7	The price to be charged for the tender document shall be Kshs.1, 000/=
2.2	All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
2.3.1	The bid proposal shall be written in English in indelible ink.
2.4.5	The proposal must remain valid for 150 days after the submission date. The Authority may require this period to be extended where necessary.
2.5.2	Bidders shall prepare two (2) copies of each proposal. Each copy of the Technical Proposal or Financial Proposal shall be marked " ORIGINAL " or " COPY " as appropriate. If there are any discrepancies between the original proposal and its copy, the original shall take precedence. These submissions should be accompanied by respective cover letters in the format shown in <i>appendix B</i> .
2.5.3	<p>The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," while the original and copy of the Financial Proposal shall be placed in another envelope, sealed and clearly marked "FINANCIAL PROPOSAL" with a warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both the Technical Proposal and Financial Proposal envelopes shall then be placed into an outer envelope and sealed. This outer envelope shall bear the Authority's submission address, namely:</p> <p style="text-align: center;">The Director-General Communications Authority of Kenya P. O. Box 14448 Nairobi 00800</p> <p>and clearly marked, "DO NOT OPEN, EXCEPT IN THE PRESENCE OF AUTHORIZED OFFICERS OF THE AUTHORITY."</p>
2.5.4	The Authority must receive tenders not later than Wednesday, 25th November 2020 at 10:30am East African time . Any proposal received after the closing date shall be returned unopened to the firm, which submitted it.
2.6	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 Capacity Evaluation –80%
- iii. Financial Evaluation- 20%

i. MANDATORY EVALUATION STAGE:

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

NO	MANDATORY REQUIREMENTS
1.	Compliance with submission requirements (<i>Two (2) hard paper copies of the tender documents</i>).
2.	Company profile (Company history, contacts and services)
3.	Provide a copy of the current CR12. <i>The tender is exclusively reserved to firms that are owned by Kenyans (One hundred percent (100%) shares).</i>
4.	Attach a copy of the certificate of incorporation or registration of the firm
5.	Attach a copy of a copy of PIN certificate for the firm
6.	A copy of a valid KRA tax compliance certificate as at date of Tender opening
7.	Audited accounts for the last 3 years (2017,2018,and 2019) duly certified and signed by certified accountants. The accounts must provide the certified accountants practicing number.
8.	Must provide tender security of Kshs. 100,0000 in form of bank guarantee or a bank draft issued by a reputable bank located in Kenya or Insurance bond from the firms approved by PPRA valid for 180 days from the date of tender opening.
9.	Duly filled, signed and stamped Anti-Corruption Declaration Form in the format provided under Appendix H
10.	Submit declaration statement of not being debarred from participating public procurement in Kenya
11.	Joint Venture Agreement signed by all parties, <i>in the case of a joint venture the lead firm must be Kenyan owned and will be evaluated on mandatory and financial requirements while the other firm will be evaluated on technical requirements.</i>

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

2.6.3

The minimum technical score required to pass is 60

2.8.5

At the Financial Evaluation stage, the following formulae shall be applied to derive the financial score.

The committee shall thereafter compute the financial scores out of 20

	<p>points using the following formulae:-</p> $\frac{\text{Lowest evaluated bid}}{\text{Bid Price}} \times 20 = \text{Financial Scores}$ <p>The technical and financial scores will be combined and the firm achieving the highest combined scores will be considered for award of the tender.</p>
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SECTION III: - TECHNICAL PROPOSAL

ii. TECHNICAL CAPACITY EVALUATION

The bidders that will qualify at the mandatory evaluation stage shall be subjected to the technical capacity evaluation. 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.

No.	Criteria	Weight
1	Experience of the Firm (bidder)	
(a).	<p>a) The Bidder should demonstrate experience in undertaking research activities on a national scale. The Bidder MUST provide a detailed description of at least three (3) assignments of similar scope done in the past ten (10) years providing the name/title of the assignments, detailed description of the baseline surveys, name and contact details of organization that commissioned the survey, contact persons of the said organization and resource persons used in the assignment. <i>1 mark for each survey up to a max of 3 studies/surveys</i></p> <p>b) The Bidder MUST provide a detailed description of two (2) ICT related research studies in the last five (5) years providing the name/title of the assignments, detailed description of the baseline surveys, name and contact details of organization that commissioned the study, contact persons of the said organization and resource persons used in the assignment. The Bidder MUST provide two (2) letters of recommendation for studies mentioned in (b) above <i>3 marks for each ICT related study up to a maximum of two ICT studies</i> <i>2 marks for each recommendation letter up to a max of 2 recommendation letters for the (ICT related) studies mentioned in (b) above</i></p>	15
	<p>c) Scope of projects undertaken (State the value terms against each client detailed in a and b above Average Value: > KES. 10,000,000.00 (Score: 2 Marks each) Average Value: >KES.5,000,000.00- KShs. 10,000,000.00 (Score: 1.5 Marks each) Average Value: < KES. 5,000,000.00 (Score: 0.5 Marks each)</p> <p>A maximum score of 4 marks for this item</p>	

No.	Criteria	Weight
2	Methodology and Work plan	
	<ul style="list-style-type: none"> <li data-bbox="363 309 1283 383">i. Bidders initiatives and understanding of ToR's (Provide detailed comments on the Terms of Reference). (8 Marks) <li data-bbox="363 389 1283 595">ii. Conformity of the Bidders research methodology to the Terms of Reference (ToRs). The bidders must provide a detailed description of how they shall execute the survey and how the proposed methodology will meet ALL the terms of reference and objectives of the survey (10 Marks). <li data-bbox="363 602 1283 719">iii. Detailed work plan for the Broadcast and Postal & Courier Baseline Survey (<i>Description of the activities and timelines</i>) (4 Marks) 	35
	<p data-bbox="344 777 1007 808">Draft Report Outline and Sampling Framework</p> <ul style="list-style-type: none"> <li data-bbox="363 815 1283 889">iv. A detailed outline of how the topics will be arranged in final report of the survey (6 marks) <li data-bbox="363 896 1283 1057">v. A Detailed sampling framework and methodology detailing geographic locations where data is to be collected. This is based on developing a sample that will be representative of current 47 Counties (7 Marks) 	
3	Human Resource Capacity	
	<p data-bbox="344 1111 1283 1184">The Bidder should provide evidence of qualifications and competence of the key staff for the assignment</p> <ul style="list-style-type: none"> <li data-bbox="352 1191 1185 1265">a) Team leader. Bidder MUST attach CV of Team leader in the format provided in Appendix D <ul style="list-style-type: none"> <li data-bbox="384 1279 1219 1440">i) Must have a degree and experience in any of the sub-sectors (Broadcasting, Postal and Courier, Telecommunications, Information Technology) Attach certificates of academic qualifications. <i>(2Marks for Master's degree certificate and 1 Marks for the CV, 0 Marks for not attaching the Masters certificate)</i> <li data-bbox="384 1536 1270 1823">ii) Possess at least ten (10) years' experience in undertaking surveys at a national level in the country or region. Provide the details of the research studies participated as a team leader: specifically, name/title of the survey, detailed description of the surveys, name and contact details of organization that commissioned the study and contact persons of the said organization. <i>10 Years and above – 1 Marks , Below 10 Years – 0 Marks</i> <li data-bbox="384 1957 1246 1989">iii) Demonstrate ability to undertake survey/research in any of the 	25

No.	Criteria	Weight
	<p>sub-sectors (Broadcasting, postal and Courier industry , telecommunications)by listing at least four (4) research documents, reports, journal articles and publications or conference presentations/manuscripts in sector carried out in past five (5) years. <i>(Max Score:2 Marks)</i>.</p> <p>iv) Demonstrated Experience of survey/research in Broadcasting or postal & courier industry <i>(Max Score 1Marks)</i></p> <p>v) The Team Leader MUST be a member of a relevant professional organization/association. <i>(Max Score:0.5 Mark)</i></p> <p>Assistant Team Leader in Broadcasting Expertise Bidder MUST attach CV of Assistant Team leader in the format provided in Appendix D</p> <p>i) Must have a degree and experience in Broadcasting/telecommunications Attach certificates of academic qualifications. <i>(1 Marks for Master’s degree certificate and 0.5 Marks for the CV, 0 Marks for not attaching the Masters certificate)</i></p> <p>ii) Possess at least five (5) years’ experience in undertaking surveys at a national level in the country or region. Provide the details of the research studies undertaken in telecommunications / or Broadcasting specifically, name/title of the survey, detailed description of the surveys, name and contact details of organization that commissioned the study and contact persons of the said organization. <i>5 Years and above – 0.5 Marks Below 5 Years – 0 Marks</i></p> <p>iii) Demonstrate ability to undertake survey/research in Broadcasting or Telecommunications, by listing at least two (2) research documents, reports, journal articles and publications or conference presentations/manuscripts in sector carried out in past ten (10) years. <i>(Max Score:1 Marks)</i>.</p> <p>iv) Demonstrated Experience of survey/research in Broadcasting or telecommunications <i>(Max Score 0.5 Marks)</i></p> <p>v) The Assistant Team Leader MUST be a member of a relevant professional organization/association. <i>(Max Score:0.5 Mark)</i></p>	

No.	Criteria	Weight
	<p>Assistant Team Leader in Postal Expertise Bidder MUST attach CV of Assistant Team leader in the format provided in Appendix D</p> <ul style="list-style-type: none"> i) Must have a degree and experience in Postal & Courier Attach certificates of academic qualifications. <i>(1 Marks for Master’s degree certificate and 0.5 Marks for the CV, 0 Marks for not attaching the Masters certificate)</i> ii) Possess at least five (5) years’ experience in undertaking surveys at a national level in the country or region. Provide the details of the research studies undertaken in Postal & Courier specifically, name/title of the survey, detailed description of the surveys, name and contact details of organization that commissioned the study and contact persons of the said organization. <i>5 Years and above – 0.5 Marks Below 5 Years – 0 Marks</i> iii) Demonstrate ability to undertake survey/research in Postal & Courier, by listing at least two (2) research documents, reports, journal articles and publications or conference presentations/manuscripts in sector carried out in past ten (10) years. <i>(Max Score: 1 Marks)</i>. iv) Demonstrated Experience of survey/research in Broadcasting or telecommunications <i>(Max Score 0.5 Marks)</i> v) The Assistant Team Leader MUST be a member of a relevant professional organization/association. <i>(Max Score:0.5 Mark)</i> <p>b) Other Professional Staff.</p> <p>The bidder MUST provide a team of at least four (4) qualified staff to undertake the survey. All the four (4) staff must have a University degree and with more than three (3) years’ experience in undertaking relevant surveys/research (attach CVs recently signed by the proposed professional staff and authorized representative submitting the proposal). The CV should detail, academic qualification and copy of certificates of qualifications, Detail the number of years worked in the organization, degree of responsibility and specific role held in various assignments during the last 3 years.</p>	

No.	Criteria	Weight
	i. Economist/Finance Expert with experience in financial modeling. (2 Marks) ii. Statistician with experience in large surveys. (2 Marks) iii. A Geographic Information System (GIS) expert with expertise in mapping of utility services (1 Mark) iv. Postal and Courier Expert with experience in the sector (2 Mark) v. An Engineer (Broadcasting or Telecommunications) (1Mark)	
	Bidders should submit an organogram detailing the structure and functions of all proposed staff (1.5 Marks)	
	Financial Capacity	
	Average turnover of KES. 25 million and above for past three financial years (Provide audited account for the last three (3) years 2017, 2018 and 2019) (5 Marks)	5
Total		80

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.

SECTION III- TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
[*Title of consulting 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 that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. FIRM'S REFERENCES

Relevant Services Carried Out 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:		Clients contact person for the assignment.
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; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. 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: _____

Detailed Tasks Assigned:

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].

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.]

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: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

iii. FINANCIAL EVALUATION AND SCORES

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

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 quarterly after submission of the data and the same shall not be negotiable.

No.	Work Description	Percentage of Tender Sum	Amount (KES)
	Total	100%	

At the Financial Evaluation stage, the following formulae shall be applied to derive the financial score.

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 applicable VAT is loaded up to the service cost. This is applicable to all the firms and must be included and shown in the financial proposal.

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting 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 remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. 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				_____

5. REIMBURSABLES 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				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION 5

TERMS OF REFERENCE FOR CONSULTANCY TO CARRY OUT BASELINE SURVEY FOR BROADCASTING AND POSTAL/COURIER SERVICES

As enshrined in its Mission, the Authority is mandated to facilitate transformation of lives through progressive regulation of the Information and Communication Technology Sector. To realize this objective, the Kenya Information and Communication Amendment Act 2009, created the Universal Service Fund (USF) to leverage provision of communication services in the country including rural and high cost areas.

The USF as envisaged in the Kenya Information and Communications (Amendment) Act 2009 seeks to address the challenges facing the sector. To address these challenges the Authority undertakes periodic studies to identify Access Gaps while at the same time develop mechanism and strategies of bridging these gaps. In the current financial year, The Authority has committed to undertake a Baseline Survey to address Access Gaps in Broadcasting and Postal & Courier sub-sectors in the country.

The Kenya Information and Communications Act liberalized the Broadcasting and Postal & Courier Services in the country. With this liberalization, the country has experienced exponential growth in terms of number of service providers and service coverage. At the moment the Broadcasting market has over 186 licensed FM radio stations and about 96 licensed Digital Terrestrial Television. On the other hand, the Postal and Courier sub-sector comprises of 263 licensed operators, with the National Public Postal Operator being the largest licensee in the sub-sector with about 623 outlets across the country.

The Authority is therefore seeking services of a competent consulting firm or a consortium to conduct an in-depth analysis of broadcasting and postal and courier services at sub-location level across the country. The selected consultant shall be expected to;

- i. Carry out a situational analysis of actual use of and demand for broadcasting services in the urban and rural parts of Kenya.
- ii. Carry out a situational analysis of the usage and demand for postal & courier services in urban and rural areas of Kenya.
- iii. Identify constraints to the provision of broadcasting services in both urban and rural areas and develop strategies to mitigate these constraints in order to promote the availability and affordability of these services.
- iv. Identify constraints to the provision of postal and courier services in both urban and rural areas and develop strategies to mitigate these constraints in order to promote the availability and affordability of these services.
- v. Identify constraints by consumers to access (and use of) broadcasting services and develop strategies to mitigate these constraints in order to promote the accessibility of these services in all parts of the country.

- vi. Identify constraints by consumers to access (and use of) postal and courier services and develop strategies to mitigate these constraints in order to promote the accessibility of these services in all parts of the country.
- vii. Propose strategies for improved provision of broadcasting and postal & courier services, including but not limited to infrastructure, relevant technical expertise, content and appropriate equipment/devices including those for persons with disabilities.

1.0 The Objectives

The main objective of the study is to identify the challenges facing service providers in rolling out broadcasting and Postal & Courier services in the country including rural areas with a view to developing strategies and interventions that can be implemented by the Kenyan Government, through the Communications Authority of Kenya under the Universal Service Fund (USF).

Further, the study shall seek to identify challenges facing consumers (including PWDs) in their effort to access broadcasting services (both radio and television) and postal & courier services with the view to develop strategies and interventions that can be implemented by the regulator under the Universal Service Fund (USF).

2.0 Terms of Reference and Scope of Work

The specific terms of reference for the consultancy are as follows:

Part 1 Situational Analysis: The Nature of Broadcasting and Postal & Courier Services in Urban and Rural Kenya

Describe the broadcasting and postal & courier services situation in the urban and rural areas by; assessing the level of access to the services, the population accessing the services; the existing communication infrastructure to support provision of these services and making appropriate recommendations to inform the development of strategies to enhance access.

- i. Use available tools and interactive maps and Geographical Information System, population and geographic coverage to analyze the spread of broadcasting and postal & courier services across the country.
- ii. Study the responsiveness of Kenya Broadcasting Corporation's (KBC) Universal Service obligation to provide national broadcasting Service as currently set out in the license.
- iii. Study the responsiveness of Postal Corporation of Kenya's (PCK) Universal Service obligation to provide Universal Postal Service as currently set out in the license.
- iv. Assess population and regional access to broadcasting and postal & courier service and identify community needs and preferences (Assess demand patterns and any variations).

- v. Identify and describe gender and socio-cultural conditions/factors affecting access, needs and preference for broadcasting and postal & courier services.
- vi. Analyze affordability and economical options for broadcasting and postal & courier services (income and distribution, available credits and subsidies to purchase terminals or use services, cost of post office boxes, cost of the various post office products and cost of radios, Television sets, repair and maintenance services)
- vii. Assess the viability of community radio and television services and postal & courier services in rural areas of Kenya.
- viii. Assess the level of development of infrastructure to support the provision of broadcasting and postal & courier services across the country
- ix. Assess the economic efficiency and profitability of broadcasting services including installation costs, operating costs, and socioeconomic disadvantages or benefits of community broadcasting stations.
- x. Assess the viability of reviving post offices that have been closed down and the attendant operation cost to keep them running
- xi. Assess the different means that consumers use to access radio and television broadcasting services (FM radio on mobile set, radio, IDTV, Set top box, internet, satellite box, PWD accessible receivers, etc.) so as to have clear understanding of patterns and consumer preferences of broadcasting terminal equipment.
- xii. Develop a universal service roadmap that outlines how access to broadcasting and postal & courier services in the urban and rural areas will be improved over the next five years in Kenya.

Part 2 Situational Analysis: Analyze Challenges Related to the existing Broadcasting and Postal & Courier Services

- i. Establish the level of access to broadcasting and postal & courier services in the rural areas
- ii. Establish the level of affordability for broadcasting services and postal and courier services (TV and Radio sets, letter boxes, courier services etc).
- iii. Determine gender and socio-cultural factors hindering access and acquisition of broadcasting and postal & courier services.
- iv. Define the local content production capacity in the community for broadcasting services
- v. Sales, maintenance and repairs of facilities (TV and Radios)
- vi. Recommend areas to be address through legislation to enhance access to broadcasting and postal & courier services

Part 3: Proposed Strategy for Improving Broadcasting and Postal & Courier Services

- i. Propose models of promoting of public/private/community provision of broadcasting and postal & courier services.

- ii. Provide options for appropriate rural broadcasting and postal & courier services and show how complementarity and diversity can improve broadcasting and postal & courier services in the communities.
- iii. Provide guidelines on appropriate spending levels for services in relation to the regions. Consider economical options to enhance affordability and access to broadcasting and postal services among the poor (including credits, subsidies, taxes and duties).
- iv. Propose ways to adopt participative planning and empowerment of rural communities to access broadcasting and postal and courier services
- v. Propose ways to enhance human capacity and awareness and to stimulate local content development for broadcasting services in the rural areas.
- vi. Propose interventions to address gender, cultural and other obstacles to make broadcasting and postal & courier services accessible for all.
- vii. Consider ways to improve effective demand for broadcasting and postal and courier services.
- viii. Outline options for institutional arrangements and stakeholder involvement for the development of broadcasting and postal & courier services.
- ix. Consider alternative ways to improve access and demand for broadcasting and postal and courier services (shopping and administrative centers, and of provision of communal facilities).
- x. Develop an action plan for achieving universal broadcast service and universal postal service in Kenya

3.0 Deliverables / Output

The output from the consultancy shall be as summarized below:

1. Inception Report
2. Stakeholders Workshop Report
3. First Draft Report
4. Final Report
5. Financing Spreadsheet Model for Broadcasting Services
6. Financing Spreadsheet Model for Postal and Courier Service
7. Training Staff on Subsidy Financing Models and GIS, social and environmental impact.

4.0 Competences and Experience

The consultant is expected to be a firm or joint venture of firms or persons and will be selected based on its experience and capacity in carrying out project. The consultancy team is expected to have demonstrable experience working in developing countries, explicitly in design and implementation of projects.

The consultant is expected to be an interdisciplinary team with knowledge and experience in the ICTs, telecommunications, Broadcasting, Postal and courier.

Key staff should include:

1. Team leader/manager with relevant work experience in the ICT sector
2. Assistant Team Leader with relevant experience and expertise in Postal and Courier Services
3. Assistant Team Leader with experience and expertise in Broadcasting / telecommunications services
4. Economists/finance experts with bias in financial modeling
5. Statisticians with proficient in GIS mapping
6. Members of the consultant team should be proficient in written and spoken English.

SECTION 6

1. Technical Proposal Submission Form

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to undertake the 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].

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:*]

2. Financial Proposal Submission Form

_____ [Date]

To: _____

_____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer undertake the 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 all 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). Bidder’s Experience

Give information on three (3) assignments in provision of such services that the firm was legally contracted to undertaken in the recent past either individually as a corporate entity or in association with others.

Assignment 1

	Bidder’s response
Name of Client Firm	
Client Contacts	
Nature of Task	
Duration	
Output of the task	
Status of the task (complete/ongoing/deferred)	

Repeat the above for assignment 2 & 3.

We understand that by submitting these firms, we have no reservation to the Authority contacting any of the firms for confidential information related to our performance in the said assignment.

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

Format of Curriculum Vitae (CV) and Testimonials for the proposed professional staff

Details of Staff 1:

Proposed Role: _____

Name of Staff: _____

Profession: _____

Experience (Yrs): _____

Years with Firm: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed	Tasks	Assigned:

Key Qualifications:

[Give an outline of the staff's experience and training pertaining to this assignment. Describe degree of responsibility held by this staff on previous assignments related to this assignment and give dates and locations of the assignment].

Education:

[Summarize college/university and other specialized education of this staff, giving names of college, 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.]

Certification:

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

[Name]

[Signature of staff member]

[Date]

[Name of authorized representative of the firm]

[Signature of authorized representative of the firm]

[Date]

Repeat the same for staff 2 & 3.

Financial Proposal Structure

No.	Milestone	Cost (Kshs.)
1.		
2.		
3. etc		
	Sub Total	
	Taxes	
	Total Amount of Financial Proposal	

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 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 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

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

- 3.2.1 Bidder Not to Benefit from Commissions, Discounts, Etc.**
the
- (i) The remuneration of the Bidder pursuant to Clause 6 shall 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 Otherwise Interested in Project**
- 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 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 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 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 of Personnel

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

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** If 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 shall be referred by either Party to mediation subject to both parties agreeing on the choice of mediator within (14) days, failure to which the dispute shall be referred to arbitration by a sole Arbitrator, who shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Chapter and agreed upon by both parties on the request of the applying party. The seat of the Arbitration shall be Nairobi, Kenya.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2020 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., provide Postal Courier Survey 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

)

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 Bidder] (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. _____ dated _____ 2019 to provide _____ (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidder 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 Bidder 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 _____ 2020.

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Section 62 PPADA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender Nofor or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....