



**REQUEST FOR PROPOSAL (RFP) TENDER FOR CONSULTANCY  
SERVICES TO UNDERTAKE DEVELOPMENT OF A FIVE-YEAR  
STRATEGIC PLAN FOR THE PERIOD 2022-2027**

**TENDER NO: AFRALTI/PROC/RFP/01/2021**

**TENDER SUBMISSIONS: FROM 28<sup>TH</sup> MAY, 2021  
TO 24<sup>TH</sup> JUNE 2021**

**SECTION A: LETTER OF INVITATION - REQUEST FOR PROPOSAL(RFP) TENDER FOR CONSULTANCY SERVICES TO UNDERTAKE DEVELOPMENT OF A FIVE YEAR STRATEGIC PLAN FOR THE PERIOD 2022-2027 -AFRALTI/PROC/RFP/01/2021.**

**INVITATION TO TENDER**

The African Advanced Level Telecommunications Institute (AFRALTI) invites proposals from interested eligible firms to tender for consultancy services to undertake development of a Five-Year Strategic Plan for the period 2022 - 2027 as detailed in the tender documents.

The RFP tender documents containing detailed information on the tender can be accessed through the Institute's Website [www.afralti.org](http://www.afralti.org) The firms that download the documents must arrange to forward their particulars and contacts to the Chairperson of the Tender Committee, through email address [Info@afralti.org](mailto:Info@afralti.org) before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any.

Duly completed request for proposal documents in **SOFT COPY** clearly labeled: -

**“AFRALTI/PROC/RFP/01/2021 -REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES TO UNDERTAKE THE DEVELOPMENT OF A FIVE-YEAR STRATEGIC PLAN FOR THE PERIOD 2022-2027”** should be e-mailed to the address below on or before **24<sup>th</sup> June, 2021 at 3.00 p.m. (EAT Nairobi Time)**

**Attention:**  
**The Chairperson of the Tender Committee**  
**AFRALTI,**  
**Tel: +254 710207061**  
**E-Mail: [procurement@afralti.org](mailto:procurement@afralti.org)**  
**Website: [www.afralti.org](http://www.afralti.org)**

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

- (i) AFRALTI/PROC/RFP/01/2021 – Request for Technical proposal for Consultancy services to undertake the development of a Five-Year Strategic Plan (2022 to 2027) for AFRALTI
- (ii) AFRALTI/PROC/RFP/01/2021 – Request for Financial proposal for Consultancy to undertake the development of a Five-Year Strategic Plan (2022 to 2027) for AFRALTI

Bids will be accessed and evaluated by a Tender Committee Immediately after the closing date and time. Late submissions will not be accepted.

**SECTION B: - INSTRUCTIONS / INFORMATION TO CONSULTANTS**

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

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Appendix "A". The proposal shall however be based on the number of professional staff- months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix "A".
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.

**Financial  
Proposal**

- (iv) The list of the proposed consultants or staff team by specialty, the tasks that would be assigned to each consultant / staff team member and their timing.
  - (v) CVs recently signed by the proposed consultants / 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 consultants / staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
  - (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
  - (viii) Any additional information requested in Appendix "A".
- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal, a Consultant is expected to take into account the requirements and conditions outlined in the RPF documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) consultancy fees, and; (b) reimbursable expenses such as subsistence (per diem, accommodation), transportation, services, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law of the consultants.
- 3.8 A Consultant shall express the price of their services in **United States Dollars (USD)**.

3.9 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 who do not agree have the right not to extend the validity of their proposal.

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

- 4.1 The electronic proposals (Technical Proposal and, Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.2 The electronic copies of the Technical Proposal and Financial Proposal shall be sent in separate emails cleared marked “**TECHNICAL PROPOSAL**,” and “**FINANCIAL PROPOSAL**” respectively.
- 4.3 The completed Technical and Financial Proposals must be sent through the submission e-mail address on or before the time and date stated in Appendix “A”. Any proposal received after the closing time for submission of proposals shall not be considered for evaluation.

4.5 After the deadline for submission of proposals, the Technical Proposal shall be accessed immediately by the Tender committee. The Financial Proposal shall not be evaluated until all Technical Proposals have been accessed and evaluated.

**5 Proposal Evaluation General**

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

**Evaluation of Proposals**

5.2 The Tender Committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

**EVALUATION CRITERIA**

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

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

**(a) Mandatory Evaluation**

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

No	Requirements	Pass	Fail
1.	Company profile (Company history, contacts and services)		
2.	Certificate of business incorporation/registration of the firm in Country of Domicile.		
3.	Provide a list of shareholders/partners and the Directors with their contact details.		

No	Requirements	Pass	Fail
4.	Evidence of registration for Income Tax and VAT by the Revenue Authority in the Country of Domicile		
5.	Valid and current Tax Compliance / Clearance Certificate from the Revenue Authority in the Country of Domicile		
6.	Electronic copies of the Request for Proposal (RFP) / Bid documents (Technical and Financial Proposal)		
7.	Bank Statements for the most recent Four (4) months		
8.	Evidence of undertaking similar assignments in the last three (3) years (Attach at least three (3) reference letters)		
9.	All Pages of the Technical and Financial proposals must be numbered and serialized by the tenderer to follow the format 0001.... to the last page of the document.		

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

#### (b) Technical Capacity Evaluation

The technical evaluation is as appended in the table below:

	CRITERIA	WEIGHT
<b>1</b>	<b>Relevant Experience for the Assignment (Corporate)</b>	
a	Number of Strategic Plans developed. List assignments carried out in the last five years and provide dates and contact persons, name of the organization/company and resource personnel used for each (Score of 1 per assignment).	5
b	Number of Strategic Plans developed in ICT related / Training Institutions. List assignments carried out in the last five years and not mentioned in (a) above; provide dates and contact persons, name of the organization/company and resource personnel used for each (Score of 2 per relevant assignment.)	10
c	Years of experience of the firm / Consultant : Minimum of ten years (Score of 0.5 per year)	5
	<b>Sub Total</b>	<b>20</b>
<b>2</b>	<b>Methodology and Approach</b>	
a	Understanding the Terms of Reference (ToRs) <ul style="list-style-type: none"> <li>• Conformity to the ToRs</li> <li>• Consultant's initiatives and comments on the TORs</li> </ul>	10
b	Appropriateness of Methodology <ul style="list-style-type: none"> <li>• Completeness of description of methodology</li> <li>• Effectiveness of the information collection</li> </ul>	15
c	Project schedule/work plan, allocation of proposed staff and final report outline	5
	<b>Sub Total</b>	<b>30</b>
<b>3</b>	<b>Human Resource Capacity</b>	
a	Team leader: General education background and professional qualifications, length of experience, positions held, duration with the firm and experience in the country/region. The minimum qualifications is Masters' Degree in Strategic Planning, Business Management / Administration, Commerce or other the relevant fields	5



b	Team leader's adequacy in carrying out the assignment: multi-disciplinary experience in the Strategic Planning, Corporate Performance Management, Business Continuity planning etc.	6
c	Other key staff: Education background, qualifications and experience, positions held and duration with the firm. The minimum qualifications is Bachelor's Degree in Business related field	7

d	Adequacy and capability of other key staff in carrying out the assignment: experience in the ICT sector, development of Strategic Plans and corporate performance management systems for Multilateral organizations and training institutions	5
e	Proof of availability of the whole team throughout the duration of assignment	2
	<b>Sub Total</b>	25
4	<b>Financial Capability</b>	
4	<b>Financial Capability:</b> Proof of adequate financial resources to undertake the exercises	5
	<b>Sub Total</b>	5
	<b>GRAND TOTAL</b>	<b>80</b>

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

**(c) Financial Evaluation**

The table below gives criteria to be followed for the financial evaluation stage:

NO.	CRITERIA	WEIGHT
1.	<b>Consultancy Fee and breakdown of Financial expenses</b>	
2.	Reimbursable per activity Breakdown of remuneration per activity Breakdown of price (consultancy fee) per activity Miscellaneous expenses	20
	<b>GRAND TOTAL</b>	<b>20</b>

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

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

where: -

Pm: Lowest priced financial proposal

P: Total bid price of the bid under consideration.

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be considered for award of the tender. The Institute shall use the Quality Cost Based Selection Method (QCBS).

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

Work Description	Amount (USD)
Consultancy Fees for developing the Strategic plan	
Miscellaneous expenses	
Disbursements (if any)	
<b>Total</b>	

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

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

**PROPOSED PAYMENT SCHEDULE.**

<b>Work Description</b>	<b>Percentage (%)</b>	<b>Amount (USD)</b>
1. Presentation of Inception for approval	10%	
2. Presentation of Draft Final Strategic plan 2022-27 to Management Committee. Payment upon acceptance of the Draft Final Strategic plan 2022-27.	50%	
3. Submission, approval and acceptance of the comprehensive Final Strategic plan for 2022-27	40%	
<b>Total</b>	<b>100%</b>	

**Note:**

**Bidders are expected to note that the above is a guide and firms can propose their percentage and evaluations will be done based on the proposals.**

**Opening and Evaluation of Financial Proposals**

- 5.4 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will not be evaluated.
- 5.5 The Financial Proposals shall be accessed in presence of all the members of the Tender Committee after completion of the Mandatory and Technical evaluations.
- 5.6 The tender evaluation committee will determine whether the financial proposals are complete (i.e., whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be

assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

## **6. Negotiations**

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A” or through a conference call if the successful bidder is not based in Kenya. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 Having selected the firm based on, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

## **7. Award of Contract**

- 7.1 The Contract will be awarded following negotiations.
- After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the

Financial Proposals of those consultants who did not pass the technical evaluation.

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

## APPENDIX "A"

### Clause Reference

- 1.1** The name of the Client is: **AFRICAN ADVANCED LEVEL TELECOMMUNICATIONS INSTITUTE (AFRALTI)**
- (i) The method of selection is: Cost Quality Based Selection (CQBS)
- 1.2** Technical and Financial Proposals are requested: **Yes**  
A Technical Proposal only is requested: **No**
- The name, objectives, and description of the assignment are: **AS PER THE TERMS OF REFERENCE.**
- The address(es) and telephone numbers of the Client is: - **P.O BOX 58902-00200 CITY SQUARE, NAIROBI, TEL. +254710207061, E-MAIL: [procurement@afralti.org](mailto:procurement@afralti.org)**
- 1.3** The Client will provide the following inputs: **ANY INFORMATION REQUIRED FOR THE CONSULTANTS TO COMPLETE THE ASSIGNMENT**
- 1.4** (i) The minimum required experience of proposed professional staff is:
- FIVE YEARS AND ABOVE.**
- 1.5** (ii) Training is a specific component of this assignment: **No**
- 1.6** Taxes: All taxes to be included in the financial proposal.  
Consultants must submit the Technical and Financial proposals in electronic format
- 1.7** The proposal submission address is as shown below. The saved electronic file must also Indicate: **Tender number and consultants' name**
- The Chairperson of the Tender Committee– AFRALTI**  
**P.O Box 58902 Nairobi 00200**  
**Email: [procurement@afralti.org](mailto:procurement@afralti.org)**
- 1.8** Proposals must be submitted no later than **24<sup>th</sup> June 2021, at 3.00 p.m.**

**1.9** The address to send information to the Client is: **E-MAIL:**  
**[procurement@afralti.org](mailto:procurement@afralti.org) for bid submissions only and [info@afralti.org](mailto:info@afralti.org)**  
**for any other requests for Information or clarification.**

**1.10** The minimum technical score required to pass is **60/80**  
The assignment is expected to commence after signing the contract

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

These forms shall include;

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



**(i). TECHNICAL PROPOSAL SUBMISSION FORM (must be on letter head)**

[\_\_\_\_\_Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for development of a five-year strategic plan (2022 to 2027) 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 sent separately through e-mail.

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

We remain,

Yours sincerely,

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

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

:

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

:

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

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

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

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

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

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

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

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

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On the Terms of Reference (No restriction on number of points):

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

On the data, services and facilities to be provided by the Client (No restriction on number of points):

- 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. Consultants/Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff (if any)**

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 (if any): \_\_\_\_\_

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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	
2. Interim report comprising of a Draft Final Strategic plan 2022-27	
3. Workshop/stakeholders status reports	
4. Final Report comprising of: A Strategic plan 2022-27; 5-year action implementation matrix; and automated M&E framework	

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

These forms shall include: -

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

**(i). FINANCIAL PROPOSAL SUBMISSION FORM (Must be on letter head)**

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

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for development of a five-year strategic plan (2022 to 2027) 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)	
Consultancy Fee			
Reimbursable costs			
Miscellaneous Expenses			
Subtotal		_____	
Taxes			
Total Amount of Financial Proposal			

**iii). BREAKDOWN OF CONSULTANCY FEE AND OTHER COSTS PER ACTIVITY**

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Consultancy Fee	
Reimbursable costs	
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

Consultant / Staff				
Grand Total				

**(v). REIMBURSABLE PER ACTIVITY (IF ANY)**

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

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

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Travel	Trip			
2	Subsistence Allowance	Night			
	Grand Total				

**(vi). MISCELLANEOUS EXPENSES (where applicable)**

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

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs				
2.	Drafting, reproduction of reports				
	Grand Total				

## SECTION E: - TERMS OF REFERENCE FOR DEVELOPING THE INSTITUTE'S FIVE YEAR STRATEGIC PLAN FOR THE PERIOD 2022-27

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### 1.0 Background

The African Advanced Level Telecommunications Institute (AFRALTI) based in Nairobi, Kenya, is a leading Intergovernmental Organization owned by Eight (8) member states and an International Telecommunications Union (ITU) Centre of Excellence which is mandated with the provision of Information and Communications Technology training and Consultancy in English speaking Africa.

The Institute also runs hospitality business in accommodation, conferencing and catering services to support its core mandate of ICT training, consultancy and research. This business currently generates about twenty-five percent (25%) of the Institute's annual revenues.

In order to operationalize its mandate, the Institute is guided by a Strategic Plan which is implemented through annual work plans, the performance contract and staff performance appraisal system. The Strategic Plan is aligned to development priorities of its member states, expected outcomes and general results.

The Institute is currently Implementing its Strategic Plan for the period 2018 to 2022 and intends to develop a Five-year Strategic Plan for the next plan period, 2022 to 2027.

### 1.1 Introduction

The Consultant should take cognizant of the needs of the Institute which operates in ICT Human Capacity Development Sector. The terms of reference and scope of services shall include but not limited to the following;

- i. Review the Vision and Mission based on Institute's Mandate: review the current Vision and Mission as provided in the 2018 to 2022 strategic plan and establish the extent to which it is aligned to the Institutes mandate of developing human capacity in English speaking Africa.
- ii. Carry out stakeholder mapping and analysis to establish who the Institute's key stakeholders are and the role they play in/ the influence they may have in the execution of Institute's mandate.
- iii. Undertake an assessment of the Institute's operating environment through SWOT and Risk analysis using an appropriate model like the Balanced Score Card.
- iv. Based on (ii) and (iii) above, outline the Institute's current and emerging operational challenges.
- v. Through a consultative process and application of an appropriate tool of analysis, identify the key focus areas during the next strategic planning period and develop strategic goals and objectives. Thereafter, break down each strategic goal into multiple strategic objectives and activities that represent key components of the Institute's approach to achieving its mandate.
- vi. Propose a strategy for achieving the key result areas and strategic objectives. The strategy should represent the Institute's proposed approach for adapting to emerging issues and

changing external conditions to ensure that the Strategic Plan is flexible and adaptable as the ICT sector evolves, while providing clear and measurable targets. The proposed strategy should also provide guidance on how the Institute can sustain itself during the COVID-19 and Post COVID-19 periods.

- vii. Facilitate the development of a Strategy and Resources Framework for the plan period – The framework will provide a comprehensive resource plan that aligns to the Strategic focus and provides the related resource levels that are needed to achieve the Institute’s mission and establish an essential sequenced foundation for logical execution of strategies that maximize the effective use of the Institute’s resources.
- viii. Moderate the stakeholder meetings and workshops to validate the draft Strategic Plan.
- ix. Finalize the Strategic plan and submit to the Institute.
- x. Facilitate the development of a framework for monitoring and evaluating the level of achieving the set strategic goals and review of the Implementation of the Strategic Plan.

## **2.0 Deliverables**

- i. Inception report – the Consultant will submit an inception report within 2 weeks after commencement and after consultations with key stakeholders. The Inception report shall include the following:
  - a. Objectives, goals of the assignment, Inventory of information and data to be collected;
  - b. Detailed description of the methodology and tools to be used in carrying out the assignment;
  - c. Interpretation of the consultant’s understanding of the Terms of Reference, main work processes and sources of information within the Institute;
  - d. A detailed work plan identifying the team composition;
  - e. The inception report shall be submitted to the Director of the Institute in Microsoft Word format and upon acceptance in PDF format

- ii. Draft Final Strategic plan 2022-27 for presentation and discussion in a validation forum to brainstorm and further align it towards the strategic objectives of the Institute.
- iii. A report on the Governing Council/Management strategic planning session on consultation, validation and adoption of the Draft Strategic Plan.
- iv. A report on the Stakeholders consultation and validation on the Strategic Plan.
- v. A comprehensive five-year implementation matrix outlining all strategic objectives, the strategic activities, activities, timelines, responsible Departments/units and resource plans for the achievement of the Institute's vision – with annual action and work plans.
- vi. A framework for monitoring and evaluating the level of achieving the set strategic goals and review of the Implementation of the Strategic Plan.
- vii. Consolidated Final Report comprising of:
  - a) A Strategic Plan 2022-27;
  - b) A comprehensive 5-Year Action Implementation Matrix;
  - c) A monitoring and evaluation framework for performance and Implementation.

### **3.0 Duration of the Assignment**

This assignment will be carried out within a period of not more than three (3) months from the date of signing the contract.

### **4.0 Administrative Institutional Arrangements**

The Consultant will report to the Director who will be responsible for coordinating the provision of relevant Information and background documents necessary for the assignment. The Head of Finance and Administration shall be responsible for the coordination of meetings and other activities under the Consultancy.

### **5.0 Expertise**

The Lead Consultant must possess the following:

- 1.10.1 Have practical experience of not less than Fifteen (15) years in strategic planning, corporate performance management, business continuity planning and performance targeting, monitoring and evaluation.
- 1.10.2 Has undertaken at least 3 strategy development projects preferably in ICT Sector or Training Institutions. Evidence of demonstration of developing successful strategic plans shall be required.
- 1.10.3 Has Multi-sector experience in strategic planning which Includes advisory experience in strategic planning matters.
- 1.10.4 A Postgraduate Degree in any one of the following disciplines; Strategic Management, Business Management / Administration, Finance, Commerce or any other related Business qualification.
- 1.10.5 Good command of English communication, presentation and report writing skills.

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

(viii)

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

**1.2 Law Governing the Contract**

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

**1.3 Language**

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

**1.4 Notices**

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

**1.5 Location**

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

**1.6 Authorized Representatives'**

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

**1.7 Taxes and Duties**

The Consultant, Sub-consultant [s] and their personnel



shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

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

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

as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Client**

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

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

For the purpose of this clause;

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

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at

artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

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

**2.6.2 By the Consultant**

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

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

**2.6.3 Payment Upon Termination**

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

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

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

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

**Conflict of  
Interests**

**3.2.1 Consultant (i) The remuneration of the Consultant pursuant to Clause 6  
Not to Benefit from Institute's Discounts etc**

shall constitute the Consultant's sole remuneration in connection with this Contract and the Consultant shall not accept to themselves any trade discounts that could otherwise accrued to the Institute.

The Consultant shall use his best efforts to ensure that his personnel, any sub consultant(s) and agents shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or authority's obtained by the Consultant in the exercise of such procurement shall be for the account of the Client

**3.2.2 Consultant  
and  
Affiliates**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant(s)

**Not to be  
Otherwise  
Interested in  
Project**

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 Consultant nor his sub-consultant [ s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

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

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

- (a) entering into a subcontract for the performance of any part of the Services,

- (b) Appointing such members of the personnel not listed by name in Section C ("Key Personnel and Sub-consultants").

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

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

#### 4. CONSULTANT'S PERSONNEL

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

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

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a

replacement a person with qualifications and experience acceptable to the Client.

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

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

### **5.1 Assistance and Exemptions**

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

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

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

### **5.3 Services and Facilities**

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

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

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

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above

the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price**

(a) The price payable in **USDs** is set forth in the SC.

**6.3 Payment for Additional**

For the purposes of determining the remuneration due for additional services as may be agreed under Services Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

**6.5 Payment Terms**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4.

**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 par

**III SPECIAL CONDITIONS OF CONTRACT**

8.1. Name of Consulting Member in charge of the Assignment.....

8.2. Client Details (Name of contact person, physical and postal address, contact telephone number, email address)



- 8.3. Consultants' Details (Name of contact person, physical and postal address, contact telephone number, email address)
- 8.4. Names of Authorized Representatives for both Client and Consultant.
- 8.5. Date of Commencement of the Services..... (Date).
- 8.6. Duration of the Contract..... (Months).
- 8.7. Contract Amount..... (In USDs).

8.6. Payment Schedule:

**PROPOSED PAYMENT SCHEDULE.**

<b>Work Description</b>	<b>Percentage (%)</b>	<b>Amount (USD)</b>
1. Presentation of Inception for approval	10%	
2. Presentation of Draft Final Strategic plan 2022-27 to Management Committee. Payment upon acceptance of the Draft Final Strategic plan 2022-27.	50%	
3. Submission, approval and acceptance of the comprehensive Final Strategic plan for 2022-27	40%	
<b>Total</b>	<b>100%</b>	

Appendix 1

**TENDER SUBMISSION FORM (This Form is to be submitted with the Financial Proposal and must be on letter head)**

FROM.....

DATE .....

To: .....

**RE:**

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

In accordance with Tender Number..... Date.....

I/We.....

Tender an amount of **USDs**.....

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 Institute reserves the right to accept or reject this tender for any reason it considers justifiable.

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

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

Witnessed by.....

Address.....

Signature of Witness-----

Date.....

Tenderer's Name.....

Tenderer's Signature.....

Tenderer's designation-----

Full address.....

Telephone No.....

Telegraphic Address-----

Date.....

*Appendix II*

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between

**The African Advanced Level Telecommunications Institute** (hereinafter called “the Employer”) of the one part and

\_\_\_\_\_ (hereinafter called “the consultant) of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Contractor for the provision of the services in the sum of \_\_\_\_\_ (words) \_\_\_\_\_ [figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) The schedule of Requirements;
  - (c) The General Conditions of Contract;
  - (d) The Special Conditions of Contract; and
  - (e) The Client’s Notification of Award and Consultants’ letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**SIGNED FOR AND ON BEHALF OF THE AFRICAN ADVANCED LEVEL TELECOMMUNICATIONS INSTITUTE**

\_\_\_\_\_  
**DIRECTOR** )

In the presence of: )

\_\_\_\_\_  
**HEAD OF FINANCE & ADMINISTRATION** )

**SIGNED FOR AND ON BEHALF OF THE CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_  
**DIRECTOR** )

In the presence of: )

\_\_\_\_\_  
**WITNESS** )