

KENYA BROADCASTING CORPORATION



TENDER NO. 01/KBC/2019-2020

PARTNERSHIP FOR CODE RING BACK TONES (CRBT)

**KENYA BROADCASTING CORPORATION
P.O. BOX 30456 – 00100
NAIROBI**

(JULY 2019)

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INTRODUCTION

1. This standard Tender Document for selection of individual/Corporate professional Partner has been prepared for use by the Kenya Broadcasting Corporation. It has been found necessary for selection of individual/Corporate Partners who are also regulated by their professional institutions or associations as opposed to selection of Partners who could be either individuals or body corporate.
2. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the Kenya Broadcasting Corporation, for use, to reflect the unique circumstances of the partnership assignment.

SECTION I - INVITATION TO TENDER

Tender Ref TENDERS NO 01/KBC/19-20

Tender name : PARTNERSHIP FOR CODE RING BACK TONES (CRBT)

- 1.1 The KBC invites sealed tenders from eligible candidates for above named tender.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Broadcasting Corporation's Procurement office Nairobi during normal working hours.
- 1.3 A complete set of tender documents may be downloaded by interested candidates at the Corporation website; **www.kbc.co.ke, tenders.go.ke (ppip)** or may obtain from **Procurement Department Office** at Broadcasting House Harry Thuku Road. Interested candidates will be required to register by paying non refundable fees of Ksh **1,000** in cash or bankers Cheque payable to Kenya Broadcasting Corporation cashier situated on Harry Thuku Road before the deadline of returning the completed document. **(Kshs.1000/= not applicable to youth, women and PWD who may wish to participate)** Bidders downloading the document from the website are required to immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to **KBC Procurement Office** or **procurement@kbc.co.ke**
- 1.4 Prices quoted should be net inclusively all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the tender Box at in the tender box provided at Main Gate Broadcasting House Harry Thuku Road Nairobi or be addressed and posted to: be addressed to

**The Managing Director,
Kenya Broadcasting Corporation,
P.O. Box 30456-00100,
NAIROBI**

So as to be received on or before **6th August 2019** at 10.00am

SECTION II - INFORMATION TO PARTNER(S)

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SECTION II - INFORMATION TO TENDERER(S)

2.1 Introduction

- 2.1.1 The Corporation will select a tenderer among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The tenderers are invited to submit a technical proposal and a financial proposal separately for Partnership Venture required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the Corporation intends to apply standard conditions of engagement and scales of fees for Partnership Venture, which scale of fees will have been approved and agreed upon by Partnership Secretariat, a technical proposal only may be invited and submitted by the tenderers. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected tenderer/Bidder.
- 2.1.4 The tenderer/Bidder must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, tenderers/Bidders are encouraged to liaise with the procurement regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the tenderers/Bidders to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the Corporation are not reimbursable as a direct cost of the assignment. The Corporation is not bound to accept any of the proposals submitted.
- 2.1.7 The Corporation employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Tenderers/Bidders may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the Corporation's address indicated in the special conditions of contract. The Corporation will respond by post or email 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 Tenderers/Bidders invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the Corporation may for any reason; either at its own initiative or in response to a clarification requested by intended Tenderers/Bidders amends the RFP. Any amendment shall be issued in writing or email to all invited Tenderers/Bidders and will be binding on them. The Corporation may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the Corporation not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The Corporation shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The Tenderers/Bidders proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the Tenderers/Bidders are expected to examine the documents consisting the 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, the Tenderers/Bidders must give particulars attention to the following:
- (a) If a Tenderer/Bidder considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment.

- Tenderer(s)/Bidder(s) will not propose other Tenderers/Bidders invited to submit proposals for the assignment. Any Tenderer/Bidder in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to Tender/Bid must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The Tenderers/Bidders CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the Tenderers/Bidders involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the Corporation.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the Tenderers/Bidders are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the Tenderer/Bidder is expected to keep available at his own cost any staff proposed for the assignment. The Corporation will

make best efforts to complete negotiations within this period. If the Corporation wishes to extend the validity period of the proposals, the Tenderers/Bidders who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the Media industry.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual Tenderers/Bidders. Any such corrections must be initialed by the Tenderers/Bidders.

2.5.2 For each proposal the individual Tenderers/Bidders shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the Corporation's address and other information indicated in the appendix to the instructions to consultants and clearly marked "DO NOT OPEN before **6th August 2019 at 10.00am.**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual Tenderer/Bidder unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual Tenderer/Bidder submitting the proposals.

2.5.5 Sealing and Marking of Tenders

The Tenderer shall seal the TECHNICAL and FINANCIALS in separate envelopes, duly marking the envelopes as “TECHNICAL” and “FINANCIALS.” The envelopes shall then be sealed in an outer envelope. **Please note that only those bidders successful at Technical evaluation will have their financial proposals opened. The rest will be returned unopened. Exposing the bid price in the technical proposal will lead to automatic disqualification.**

Kindly note the financials will be in ratio form of sharing the proceeds.

The inner and outer envelopes shall:

- (a) be addressed to the Kenya Broadcasting Corporation at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE 6th August 2019 at 10.00am**

2.5.6

After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual Tenderer/Bidder number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the Corporation up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual Tenderer/Bidder wishes to contact the Corporation on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual Tenderer/Bidder to influence the Corporation’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual Tenderer/Bidder proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

- 2.7.1 The evaluation committee appointed by the Corporation to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the tender document.
- 2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the Corporation shall notify the individual Tenderers/Bidders whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the Corporation shall simultaneously notify the Tenderers/Bidders who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the Corporation for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.8.2 The financial proposals shall be opened by the Corporation in the presence of the individual Tenderers/Bidders who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual Tenderers/Bidders proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formule for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual Tenderer/Bidder achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to Tenderers/Bidders. The purpose of the negotiations is for the Corporation and the individual Tenderer/Bidder to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the Corporation will invite the individual Tenderer/Bidder whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the Corporation will promptly notify the other individual Tenderers/Bidders that they were unsuccessful and return the financial proposals of the individual Tenderers/Bidders who did not pass technical evaluation.

2.10.2 The selected individual Tenderer/Bidder is expected to commence the assignment on the date indicated in the appendix to the information to Tenderers/Bidders or any other date agreed with the Corporation.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual Tenderers/Bidders who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

SECTION III - TERMS OF REFERENCE (TOR)

Notes on the preparation of Terms of Reference

The terms of reference are the initial statement to the Bidders, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Training requirements (where applicable)
- (e) Reporting systems and time schedules
- (f) Personnel, facilities and other requirements to be provided by the Corporation and
- (g) Terms of payment

(Specific TOR to be prepared by the procuring entity as appropriate)

SECTION IV - TECHNICAL PROPOSAL (TP)

PARTNERSHIP FOR CODE RING BACK TONES (CRBT)

SPECIFICATIONS FOR CODE RING BACK TONES (CRBT) CAMPAIGN

- 1) A certified copy of certificate of incorporation
 - a. Where the CRBT Company uses a different name for its business other than set out in its Certificate of Incorporation, provide a certified copy of business registration certificate/trade mark certificate and/ or other documentation in place allowing the use of such trading name.
- 2) PIN certificate
- 3) VAT Certificate
- 4) Valid Tax Compliance Certificate
- 5) A valid CSP license
- 6) A bank Guarantee or FDR of at least twenty million shillings (20,000,000) by the bidding company or its affiliates.
- 7) Three years audited accounts.
- 8) Company Profile
- 9) Demonstrate experience and efficacy.
- 10) Capacity to create and run a CRBT platform that will use diverse platforms (SMS and Web).
- 11) Should have proof of capacity and capability to run a customer service call centre.
- 12) Bulk SMS Capabilities including
 - Send reminders and notifications
 - Advise on new product awareness to customers and potential clients
 - Do follow up SMS to customers and potential customers
 - Send all sorts of customized messages to the customers using templates
 - Send messages in any language by simply typing it in the message box or calling the API with the message
 - Create different contacts and attach them to different groups on the portal and send messages to a group of your choice by simply picking it in the dropdown
 - By using the API then integrations can be made into any system. Applications developed to call the API can also be done in any programming language
- 13) Has a comprehensive web based platform/portal with the following features:
 - Real-time CRBT reports (Number of subscribers and downloads made)
 - Real-time data visualization

- Player profiling
- SMS contacts management
- Message Scheduling
- Delivery Tracking
- SMS templates
- User Management.

- 14) Can be a single party or joint venture with others with proof of service level agreements guaranteeing quality of service
- 15) To Provide proof of contract with content providers
- 16) To provide proof of payments done to content providers.
- 17) Ready for a joint venture with KBC with attendant service level agreements
- 18) Present a CRBT revenue sharing proposal

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|--|---|
| Bid Bond | <i>Kshs.200,000.00</i> |

SECTION V – EVALUATION

Evaluation shall be divided into three stages as follows

| | | SCORE |
|---------|-------------|------------------------|
| Stage 1 | Preliminary | Mandatory requirements |
| Stage 2 | Technical | 80 |
| Stage 3 | Financial | 20 |

STAGE 1 - PRELIMINARY EVALUATION.

Mandatory Requirements

- Bid security
- VAT/PIN certificate
- KRA Valid Tax compliance Certificate
- Certificate of Incorporation
- Audited account for the last three years

Only the tenders that MEET all the Mandatory Requirements shall proceed to the Technical Evaluation

STAGE 2 - TECHNICAL EVALUATION

| | Score |
|--|-----------|
| COMPLIANCE WITH TECHNICAL SPECIFICATIONS AND PROVISION OF BROCHURES & SUPPORTING MATERIALS | 55 |
| COMPETENCE & SKILLS OF RELEVANT KEY PERSONELL (include CV's) | 10 |
| EXPERIENCE (RECENT) IN SIMILAR WORKS | 10 |
| WORKPLAN | 5 |

Only the Bids that get over 80 % in the Technical evaluation shall proceed to the Financial Evaluation stage.

STAGE 3 – FINANCIAL EVALUATION

| | |
|---|-----------|
| FINANCIAL ($P_c = L_p/P \times 20$ Where, P_c = percentage allocated to price P and L_p = lowest stage 2 price) | 20 |
|---|-----------|

SECTION V1

FORM OF TENDER

Date **6th August 2019**

Tender No. **01/KBC/19-20**

To: _____

[name and address of KBC]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to enter into Partnership for code ring back tones in conformity with the said tender documents for the sum of *(total tender amount in words and figures)*..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(KBC).

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

| | | | | |
|--|-------------------------|---------------------|--------|--|
| Part 2 (a) – Sole Proprietor | | | | |
| Your name in full | Age ..... |  | ..... |  |
| Nationality | Country of origin ..... |  | ..... |  |
| • Citizenship details | | | | |
| • | | | | |
| Part 2 (b) Partnership | | | | |
| Given details of partners as follows: | | | | |
| Name | Nationality | Citizenship Details | Shares | |
| 1. .... | ..... | ..... | ..... |  |
| 2. .... | ..... | ..... | ..... |  |
| 3. .... | ..... | ..... | ..... |  |
| 4. .... | ..... | ..... | ..... |  |
| Part 2 (c) – Registered Company | | | | |
| Private or Public | | | | |
| State the nominal and issued capital of company- | | | | |
| Nominal Kshs. | | | | |
| Issued Kshs. | | | | |
| Given details of all directors as follows | | | | |
| Name | Nationality | Citizenship Details | Shares | |
| 1. .... | ..... | ..... | ..... |  |
| 2. .... | ..... | ..... | ..... |  |
| 3. .... | ..... | ..... | ..... |  |
| 4. .... | ..... | ..... | ..... |  |
| 5. .... | ..... | ..... | ..... |  |
| Date Seal/Signature of Candidate | | | | |

6.3 BANK GUARANTEE FOR ADVANCE PAYMENT

To Kenya Broadcasting Corporation

TenderNo.01/KBC/19-20. PARTNERSHIP FOR CODE RING BACK TONES (CRBT)

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with KBC a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to KBC on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between KBC and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]