

Consultancy for Business Process Re-Engineering and Digital Transformation of Kenya's Business Entry System



REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS

TENDER TITLE: Consultancy for Business Process Re-Engineering and Digital Transformation of Kenya's Business Entry System

TENDER NUMBER: PRQ20251565

ISSUE DATE: 01st July 2026

DUE DATE: 27th July 2026 AT 11:00 AM KENYA TIME

**Consultancy for Business Process Re-Engineering and Digital Transformation of Kenya's Business
Entry System**

TENDER INSTRUCTIONS

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General

1. This Request for Proposal (RFP) and the instructions for compiling and submitting your Proposal are designed to help you produce a Proposal that is acceptable to TMA as well as ensuring that Proposals are given equal consideration. TMA will select the most economically advantageous tender. It is essential, therefore, that you provide the information requested in the specific format and no other.
2. **TRADEMARK AFRICA (TMA) is not bound to accept the lowest price, or any proposal. We also reserve the right to request any, or all, Consultants to clarify the proposals submitted.**

Instructions to Consultants

3. Costs and Charges

The Consultant shall bear all costs associated with the preparation and submission of its proposal, and TMA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. TMA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to the contract award, without thereby incurring any liability to the Consultant.

4. Language of Proposal

The proposal, as well as all correspondence and documents relating to the proposal exchanged between the consultant and TMA shall be written in the **ENGLISH** language. Any other language shall lead to disqualification of the proposal. In cases where there is a translation, it must be endorsed by an authorized translator.

5. Only One Proposal

The Consultant (including the individual members of any joint venture (JV)) shall submit only one proposal, either in its own name or as part of a JV in another proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude the Consultant's staff from participating as key experts and non-key experts in more than one proposal. However, the same sub-Consultant may participate in several submissions.

If the consultant is a consortia/JV, the RFP shall include:

- a copy of the JV agreement entered by all members,
- or

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a letter of intent to execute a JV agreement, signed by all members together with a copy of the agreement proposal.

In the absence of this document, the other members will be considered as sub-consultants. Experiences and qualifications of sub-consultants shall not be considered in the evaluation of the proposals.

6. Validity

The proposals must remain valid for not less than **120 days** from the date of submission. TMA shall endeavor to complete the evaluation and communicate within this period. The proposals shall be prepared in indelible ink, and it shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant. Any such corrections must be initialled by the person(s) who sign(s) the proposals.

7. Clarifications and Amendments

Enquiries must only be for the purposes of clarifying the content of this RFP. All enquiries must clearly specify the tender title, number, section being queried and should be emailed to procurement@trademarkafrica.com.

Interested Consultants may request clarifications on this RFP up to **seven (7)** days before the submission date. TMA will endeavor to reply within three (3) working days of receipt of the sought clarification(s) to any reasonable request for explanation. It will be at TMA's discretion to provide additional information where necessary.

Final clarifications with TMA's responses will be shared with all potential Consultants and/or made public on the prescribed website. Consultants are advised to frequently check the prescribed website for updates for review and consideration in preparation of their submissions.

Should TMA deem it necessary to amend the RFP, because of clarifications, it shall do so by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. TMA may extend the proposal submission deadline to give the Consultants a reasonable time to take an amendment into account in their proposals.

8. Eligibility

This assignment is eligible to firms and consortiums only. Application received from individual consultants shall be automatically disqualified.

TMA permits Consultants (firms, including JVs and their members) from all countries to offer consulting services for TMA-financed projects.

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Furthermore, it is the Consultant's responsibility to ensure that its experts, JV members, sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by TMA.

- a) **Sanctions:** A firm or an individual sanctioned by TMA in accordance with the Supplier Code of Conduct shall be ineligible to be awarded or benefit from a TMA-financed contract, financially or otherwise, during such period of time as TMA shall determine.

Consultants debarred by the World Bank, the Public Procurement and Disposal Act (PPDA) of the Governments of all TMA countries of operation, TMA donors and/or any other international donor agency are barred from bidding.

- b) **Prohibitions:** Consultants and individuals of a country or goods manufactured in a country may be ineligible if indicated in TMA's Supplier Code of Conduct and:

- as a matter of law or official regulations, the recipient's country prohibits commercial relations with that country, provided that TMA is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the recipient's country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- c) **Restrictions for Government-owned Enterprises:** Government-owned enterprises or institutions in the recipient's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of TMA.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

- d) **Restrictions for public employees:** Government officials and civil servants of the recipient's country are not eligible to be included as experts in the Consultant's proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Recipient's country, and they

- are on leave of absence without pay, have resigned or retired.

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- are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring.
(in case of resignation or retirement, for a period of at least six (6) months, or the period established by statutory provisions applying to civil servants or government employees in the recipient's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in consultant's proposal); and
- their hiring would not create a conflict of interest.

9. Format of Your Proposal

Your Proposal should be set out in four (4) main parts:

- Part A – Preliminary Requirements.
- Part B – Executive Summary.
- Part C – General and Technical; and
- Part D – Financial.

10. Part A Preliminary Requirements

Consultants are required to submit scanned copies of the documents below:

- Signed and stamped Supplier Code of Conduct (**Annex 1**) with all pages initialized.
- Signed consortia/JV agreements or letters of intent (applicable to consortia/JV) between your selected partners; and
- Signed power of attorney.

Failure to submit the above requirements may lead to disqualification.

Parts A, B & C may be contained in one PDF document. However, the Financial Proposal (Part D) must be submitted as a **separate PDF document** to enable the Technical and Financial proposals to be evaluated independently.

Please do not include any financial/price information in Parts A, B or C. Inclusion of any price information in Parts A, B or C **shall lead to rejection of the Proposal.**

11. Part B Executive Summary

This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required.

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12. Part C General and Technical Proposal

Your technical submission should contain the following:

- a) Signed and stamped Technical Bid Submission Form (**Annex 2**).
- b) The firm's previous relevant experience should include the client's contact details, description of the assignment undertaken, and start and end dates of each assignment. Refer to **Annex 3** in this RFP.
- c) Technical response (including method of implementation and your proposed quality assurance mechanisms).
- d) A list of the names and designations of all proposed experts/key personnel who will work on this project. Please clearly indicate the positions/roles to be played by the personnel to match those requested for in the Terms of Reference (ToRs). The team composition template is **Annex 4** in this RFP.
- e) The Curriculum Vitae (CVs) of proposed experts with information relevant to this project to support the proposed expert for this assignment. The CV template is **Annex 5** in this RFP.
- f) **Only one (1) CV** shall be submitted for each of the proposed key expert positions. If more than one CV is submitted for the same position, only the first CV will be evaluated; and
- g) Consultants must confirm that their proposed key expert will be available to provide the required services for the duration of the contract.

NOTE:

- **The technical proposal shall not include any financial information. The Inclusion of any financial information shall lead to the proposal being declared non-responsive.**
- **The technical proposal MUST be in PDF and password protected.**

Consultants are advised to respond in line with or in reference to the scoring criteria as indicated in the **Technical Evaluation** section of this RFP document.

13. Part D Financial Proposal

The financial proposal shall be prepared using the standard forms annexed in the RFP. It shall list all costs associated with the services, including (a) remuneration of key experts and non-key experts, (b) other expenses, and (c) all applicable taxes.

a) Contents: The financial proposal should contain the following information:

- Signed and stamped Financial Bid Submission Form (**Annex 6**); and
- Pricing details using the enclosed pro-formas. Besides completing proforma 1, bidders must complete proformas 2, 3 and 4 on a fees and expenses basis to demonstrate the cost breakdown of the milestone payments. Innovation is encouraged in the development and pricing of technical and commercial proposals (**See Annex 7 for Templates**).
- The financial proposal should not be combined with the technical proposal but should be submitted as a separate document.

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- The financial proposal **MUST be in PDF and password protected.**

b) Currency of Proposal: The financial proposal shall be stated in **United States Dollars (\$)**.

c) Taxes:

- The financial proposal should clearly estimate, as a separate amount, the different applicable taxes, duties, fees, levies, and other charges imposed in **Kenya** under the Applicable law, on the Consultants, the sub-Consultants, and their experts (other than nationals or permanent residents of the Country).
- The consultant, its sub-Consultants and experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in this RFP. The Consultant is required to obtain information on taxes in the Country where the contract is to be implemented.
- The resultant Contract will be domiciled in **Kenya**.
- TMA funds shall not be used to meet the cost of any Value Added Tax (VAT).
- Consultants should clearly break down and separate the tax components in their financial proposals to facilitate evaluation of the financial proposals.

14. Confirmation of Experience Letter / References

References of potential Consultants which have been given by a current TMA employee shall not be accepted in support of the submission of a Proposal as part of a procurement process. For the avoidance of doubt, only TMA's confirmation of experience letter / references signed by the Head of Procurement are acceptable in support of applications, bids, proposals, or submissions.

15. Sustainability Considerations

TMA has adopted the World Bank's Environmental and Social Framework (ESF) as mentioned in the Supplier Code of Conduct. Consultants are required to demonstrate how the implementation of their proposed solution shall address/enhance sustainability.

16. Evaluation Criteria and Process

In assessing the proposals submitted, the evaluation panel will use the Quality and Cost Based Selection (QCBS) as specified in this RFP.

17. Technical Evaluation

The technical evaluation will be based on a scoring system marked out of a maximum score of **100 Marks**. Only proposals that score a minimum of **70 marks** out of possible **100 marks** will be deemed to be "technically responsive".

The detailed evaluation criteria are provided below:

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MANDATORY QUALIFICATIONS

Ref.	Mandatory Requirement (Attach Evidence)	Pass/Fail
MR 1	Certificate of Incorporation / Registration Certificate issued under the Companies Act (Cap. 486).	
MR 2	Valid Tax Compliance Certificate issued by Kenya Revenue Authority (KRA). Must be valid on the date of tender submission.	
MR 3	Valid Business Permit for 2026.	
MR 4	Official Search (CR12) issued by BRS, not older than 90 days from the tender closing date.	
MR 5	Duly filled, signed, and stamped Confidential Business Questionnaire in the format provided.	
MR 6	Duly filled, signed, and stamped Tender Forms as provided in the tender document.	
MR 7	Valid certificate of registration as a Data Processor & Data Controller issued by the Office of the Data Protection Commissioner (ODPC). The certificate must remain valid throughout the entire bid validity period of 150 days.	
MR 8	Valid Level 1 or 2 certificate of ICT Authority (ICTA) accreditation in: Systems and Applications & ICT Consultancy	
MR 9	Valid ISO/IEC 27001:2022 certification for the tendering firm from an accredited certification body. Certificate must be valid on the date of submission.	
MR 10	Submit evidence of a registered physical office in Kenya operational for at least three (3) years, this could be a current lease/title or a KRA-PIN-linked utility bill.	

NOTE:

- i. Only bids meeting all the above MANDATORY requirements shall proceed to the next phase of detailed technical evaluation.
- ii. At this stage, the tenderer’s submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further

No	Evaluation Criteria	Maximum Score
1.	Firm Experience – 25 points	
1.1	Registry modernisation experience (Evidence attached)	10

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No	Evaluation Criteria	Maximum Score
1.2	Digital payment systems, Data migration & consolidation experience (Evidence attached)	7
	System enhancement / coding experience (Evidence attached)	5
	Experience in Africa or similar contexts	3
2.	Methodology & Approach – 30 points	
2.1	Understanding of registry challenges	8
2.2	Technical methodology for data migration & consolidation	8
2.3	System enhancement and API integration plan	8
2.4	Methodology for implementing a unified database for all legacy systems	3
2.5	Risk mitigation and workplan	3
	Key personnel (40 Marks)	
1.0	Team Leader: Registry/Digital Transformation Specialist (8 Marks)	
1.1	Minimum 10 years’ demonstrable experience leading large-scale registry modernization, business registration reform, civil registration transformation, or digital public service overhaul in developing or middle-income countries. (Evidence attached)	2
1.2	Proven track record managing complex data migration and system redesign projects, including re-architecting legacy systems and integrating new functionalities into existing platforms. (Evidence attached)	2
1.3	Demonstrated capacity to oversee full lifecycle digital transformation, from diagnostics to architecture design, data migration, module build, testing, deployment and stabilisation.	1
1.4	Extensive experience working with multidisciplinary teams comprising software engineers, data specialists, AI/ML engineers, legal experts, DevOps, cybersecurity and digitization experts.	1
1.5	Strong stakeholder leadership skills, including engagement with CEOs, Registrars, Ministries, development partners and private sector associations.	1
1.6	Ability to produce high-quality documentation, roadmaps, governance models, risk mitigation frameworks and handover plans.	1
2.0	ICT Architect (6 Marks)	
2.1	Minimum 10 years’ experience in designing and implementing enterprise-level systems, preferably in government or regulated environments. (Evidence attached)	2

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No	Evaluation Criteria	Maximum Score
2.2	Strong proficiency in microservices, API-first architectures, SOA, event-driven systems, and integration with identity and payment platforms. (Evidence attached)	0.5
2.3	Experience modernising legacy government registries or licensing systems, including restructuring database schemas, upgrading middleware, and redesigning backend logic. (Evidence attached)	1
2.4	Ability to produce detailed solution architecture diagrams, interface specifications, data flow diagrams, and systems integration plans.	0.5
2.5	Strong knowledge of security, authentication, role-based access control, and resilience for high-availability government systems.	1
2.6	Experience working with cloud-based or hybrid hosting environments and designing scalable architectures capable of handling millions of records.	1
3.0	Data Migration Specialist (5 Marks)	
3.1	Minimum 10 years of experience in data migration, database engineering, and large-scale dataset transformation. (Evidence attached)	2
3.2	Demonstrated expertise in ETL processes, data mapping, schema harmonization, transformation rules, and versioned migrations.	0.5
3.3	Experience with deduplication algorithms, entity resolution, anomaly detection, and bulk data validation.	0.5
3.4	Hands-on expertise with SQL/NoSQL databases, indexing, query optimization, and large dataset performance tuning.	0.5
3.5	Experience conducting data quality assessments and creating data governance frameworks, including validation scripts and correction workflows.	1
3.6	Capable of building automated dashboards for monitoring migration progress, errors, exceptions, and audit trails.	0.5
4.0	Senior Software Engineers (5 Marks)	
4.1	Minimum 7 years of hands-on experience in software development for enterprise or government systems. (Evidence attached)	2
4.2	Proficiency in multiple programming languages/frameworks relevant to the existing BRS stack (e.g., Java, .NET, PHP, Python, Node.js, Angular/React) depending on BRS architecture).	0.5
4.3	Experience working on live production systems, including bug fixing, hotfix deployment, and version control using Git or similar tools. (Evidence attached)	0.5
4.4	Ability to modify legacy code, refactor complex logic and integrate new features without disrupting existing functionality.	1

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No	Evaluation Criteria	Maximum Score
4.5	Demonstrable experience building secure, high-performance modules such as name-search engines, workflow engines, user dashboards and admin tools.	0.5
4.6	Experience implementing API endpoints, payload structures, authentication tokens, and error-handling protocols.	0.5
5.0	AI/ML Engineer (5 Marks)	
5.1	Minimum 5 years’ experience developing and deploying machine learning models in production environments. (Evidence attached)	2
5.2	Expertise in entity resolution, fuzzy name matching, string similarity algorithms (e.g., Levenshtein, Jaro-Winkler), NLP preprocessing, and record linkage.	0.5
5.3	Experience building ML models for search optimization, clustering, or classification using Scikit-learn, TensorFlow, PyTorch, etc.	0.5
5.4	Ability to integrate the ML model into backend systems via APIs or embedded modules.	0.5
5.5	Experience evaluating model precision/recall, bias, and accuracy, as well as continuous model improvement.	1
5.6	Familiarity with training models on noisy, incomplete or unstructured data, a common constraint in legacy business registries.	0.5
6.0	DevOps/ Cyber Security Expert (5 Marks)	
6.1	Should have at least 5 years of DevOps experience in enterprise or government systems. (Evidence attached)	2
6.2	At least three years’ experience with CI/CD tools (e.g., Jenkins, GitLab CI, Azure DevOps).	0.5
6.3	Expertise in managing test, staging and production environments.	0.5
6.4	Strong understanding of logging, monitoring, containerization, load balancing and backup systems.	0.5
6.5	Proven experience deploying applications securely and efficiently while maintaining system uptime.	1
6.6	Familiarity with disaster recovery and rollback strategies.	0.5
7.0	Business Process Re-engineering Specialist (5 Marks)	
7.1	At least five years of experience in mapping, simplifying and digitizing administrative workflows in government or regulated sectors. (Evidence attached)	3
7.2	Expertise in Lean, Six Sigma or similar methodologies.	0.5

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No	Evaluation Criteria	Maximum Score
7.3	Ability to translate business rules into system logic and user flows.	0.5
7.4	Strong understanding of business entry processes, registry operations, licensing workflows or related government procedures.	0.5
7.5	Experience designing to-be processes that minimize user friction and eliminate redundant steps.	0.5
8.0	QA/UAT Manager (4 Marks)	
8.1	Minimum 7 years’ experience managing testing for large-scale systems. (Evidence attached)	2
8.2	Demonstrated expertise in developing test plans, test cases, test scripts and automated testing frameworks.	0.5
8.3	Experience coordinating UAT with government users, preparing reporting dashboards, and tracking defects to closure.	0.5
8.4	Ability to test APIs, workflows, AI modules, and data migrations.	0.5
8.5	Knowledge of performance testing (load, stress, latency) and security testing support.	0.5
3.0	Organizational Capacity – 2 points	
3.1	Ability to deploy full technical team	1
3.2	Experience in project management & QA systems	1
	Grand Total out of 100	100

Bidders must attain 70% and above to proceed to the financial evaluation.

Bidders who achieve the minimum technical score of **70 Marks** out of **100 marks** will qualify for the financial evaluation.

The weight given to the technical proposal shall be **70%** and the weight given to the financial proposal shall be **30%**.

18. Financial Evaluation

All substantially responsive proposals that score **70 marks or more** out of 100 marks from the **technical evaluation** shall have their financial proposals evaluated.

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The formula for determining the financial score (SF) shall be as follows:

Sf = 30% x 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 **30%**.

The bidder's proposals will be ranked according to their combined technical score (st) and financial score (sf) and weighted accordingly. The formula 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 (in this case **70%**) and

P is the weight given to the financial proposal (in this case **30%**)

Note P + T will be equal to **100%**.

The bidder who has achieved the highest combined technical and financial score shall be declared successful and subsequently invited for clarifications.

19. Negotiation

TMA, may at its discretion, choose to negotiate either with all Consultants that have passed technical and financial evaluation, or a shortlist of such, on any aspects of the TOR, proposed methodology, key expert, inputs, price and/or conditions of the contract.

20. Packaging, Submission and Delivery of Tenders

All submissions must be submitted via TMA's procurement mailbox using the email address, procurement@trademarkafrica.com on or before **27th July 2026 on or before (11:00 am Kenya Time)**. Please note that the maximum size of each email with attachments must not exceed **5MB**. The Technical and Financial proposal shall be submitted **as two separate documents in PDF format**, in the same email or as separate emails.

Both Technical and Financial proposals MUST be password protected.

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21. Late tenders.

No late tenders will be accepted. No special pleadings will be accepted. Faxed or hard copy proposals/samples shall be rejected.

22. Complaints

Any questions, queries or concerns about the procurement process should be raised directly with the Head of Procurement in the first instance via procurement@trademarkafrica.com, who will address the matters raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to complaints@trademarkafrica.com.

23. Deviations, Reservations, and Omissions

During the evaluation of bids, the following definitions apply:

- "Deviation" is a departure from the requirements specified in the Bidding Document.
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.

24. Determination of Responsiveness

TMA's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- if accepted, would: -
 - Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - Limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids:
- The Employer shall examine the technical aspects of the bid submitted in accordance with Invitation to Consultants (ITC), Technical Proposal in particular, to confirm that all requirements have been met without any material deviation, reservation, or omission; and
- If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

25. Nonconformities, Errors, and Omissions

- Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the bid.

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- Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

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TERMS OF REFERENCE

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1. INTRODUCTION

About TradeMark Africa (TMA)

TradeMark Africa (TMA), formerly TradeMark East Africa, is an Aid-for-Trade organisation established in 2010 to promote prosperity in Africa through increased, sustainable and inclusive trade. Operating as a not-for-profit entity, TMA is funded by a broad coalition of development partners - Belgium, the Bill & Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Netherlands, Norway, the United Kingdom, and the United States of America.

TMA works closely with continental, regional and national institutions including the African Union (AU), the African Continental Free Trade Area (AfCFTA) Secretariat, the East African Community (EAC), the Intergovernmental Authority on Development (IGAD), the Common Market for Eastern and Southern Africa (COMESA), the Southern Africa Customs Union (SACU), national governments, the private sector, and civil society organisations.

To complement its technical work, TMA established Trade Catalyst Africa (TCA) in 2022, a catalytic finance facility designed to pilot commercially viable trade infrastructure (physical and digital) and expand access to trade finance for Small and Medium Enterprises (SMEs). TMA is headquartered in Nairobi and operates across 14 African countries.

About the State Department for Investment Promotion (SDIP) and the Department for Business Reforms and Transformation (DBRT)

The State Department for Investment Promotion (SDIP) was established under Executive Order No. 1 of 2023 within the Ministry of Investments, Trade and Industry. Its mandate is to coordinate the attraction, facilitation and retention of domestic and foreign investments, implement Kenya's investment policy, and position Kenya as a premier investment destination on the continent. SDIP plays a central role in fostering a predictable and competitive business environment capable of driving national economic transformation.

The Department of Business Reforms and Transformation (DBRT), a key department within SDIP, leads the development, coordination and monitoring of Kenya's national business climate reform agenda. DBRT works across Ministries, Departments and Agencies (MDAs), counties, the private sector and development partners to identify and address policy, legal, regulatory and administrative bottlenecks that undermine Kenya's competitiveness. Over the years, DBRT's reform leadership, supported by public-private dialogue, cross-government coordination, and digitisation of government services, has

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yielded measurable improvements in the business environment and strengthened the country's reputation as a competitive investment hub.

About the Business Environment and Export Enhancement Programme (BEEEP)

BEEEP is a five-year programme funded by the European Union (EU) and implemented by TMA in partnership with the Government of Kenya. The programme aims to accelerate export growth, strengthen Kenya's trade competitiveness, and support the creation of a more predictable, efficient and transparent business environment. BEEEP directly complements the Government's Integrated National Export Development and Promotion Strategy (INEDPS), which seeks to expand Kenya's export base and close the persistent trade deficit through increased productivity, value addition and market diversification.

BEEEP is structured around three Specific Objectives:

- 1. Increased and diversified trade in selected value chains**
- 2. Reduced trading times and costs**
- 3. Enhanced business climate**

Specific Objective 3 (SO3) focuses on strengthening the capacity of DBRT and other public-sector actors to design, coordinate and implement business and investment climate reforms at both national and sub-national levels. This includes enhancing transparency and integrity mechanisms, streamlining regulatory frameworks, modernising business processes, and improving service delivery in ways that reduce costs, increase predictability, and boost investor confidence.

The logic underpinning SO3 is that a transparent, efficient and predictable regulatory environment is fundamental to attracting domestic and foreign investment, enabling businesses to start, operate and expand, and stimulating broad-based economic growth and job creation. By addressing core impediments, including administrative inefficiencies, fragmented systems, high compliance costs, and corruption risks, SO3 supports the Government of Kenya to unlock private sector dynamism, foster competitiveness, and build a resilient investment ecosystem aligned with national development priorities.

This assignment supports SDIP and DBRT to accelerate Business Entry reforms aimed at strengthening Kenya's business registration ecosystem, improving the efficiency and reliability of core processes, reducing the time and administrative burden associated with starting a business, and enhancing overall service delivery to the private sector.

2. Context of the Assignment

The Business Registration Service is a State Corporation established to administer policies, laws and other matters relating to the registration of Companies, partnerships and firms, and corporations

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carrying on business under a business name, bankruptcy, hire-purchase, and security rights (Section 4(1) of BRS Act, 2015). Its statutory functions include the registration of companies, partnerships, business names, foreign companies and related entities; maintenance and updating of company records; administration of the Beneficial Ownership Register; and management of secured transactions under the Movable Property Security Rights framework and lately, registration of Trusts. BRS is also responsible for ensuring compliance with the Companies Act and related commercial laws, providing public access to registry information, and promoting the reliability, integrity and transparency of Kenya's formal business registry system. As a frontline institution in the business lifecycle, BRS plays a pivotal role in enabling formalisation, facilitating enterprise growth, supporting creditor and investor confidence, and improving the overall efficiency of Kenya's commercial ecosystem.

The World Bank's B-Ready Business Entry indicator assesses how easily and efficiently entrepreneurs can formally establish a business in an economy. It examines the regulatory requirements, procedural steps, time, cost, transparency, digitalisation, and post-registration processes that firms must navigate to begin operations. The indicator also evaluates the quality of government service delivery, including the reliability of systems, accessibility of information, and integration across key agencies involved in business registration.

A strong performance on the Business Entry indicator is important because efficient, predictable and transparent entry processes:

- lower the cost and complexity of starting a business;
- encourage formalisation and widen the tax base;
- reduce opportunities for discretionary decision-making and corruption;
- enhance investor confidence; and
- contribute to a more dynamic private sector capable of creating jobs and driving economic growth.

For Kenya, improvements in business entry are central to strengthening the overall business environment. Although Kenya currently takes approximately 9 days to register a business, this remains slower than global and regional benchmarks, for example, Rwanda completes business registration in under 24 hours, and several comparator economies offer same-day or fully automated online registration. Consultations under SO3, together with Kenya's own review of business registration processes, have highlighted a range of persistent challenges that continue to affect the efficiency, reliability and user experience of the registration system. These include:

- **Manual and slow name search and verification:** Continued reliance on manual verification of proposed company names, even where electronic systems exist, results in processing delays and introduces discretion in approvals.

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- **Fragmented Legacy databases:** BRS still relies on four separate databases with inconsistent structures, duplicated records and gaps in information, and the absence of a single, authoritative, cleaned master database undermines both service delivery and policy analysis.
- **Weak data quality and integrity:** Legacy data, incomplete records and limited verification protocols reduce confidence in the reliability of registry information, and inconsistent updating practices on changes such as shareholders, directors or company status impede compliance checks, risk assessment and investment decisions.
- **Limited inter-agency integration and real-time information sharing:** Updates to company information are not automatically shared with key agencies such as KRA, NSSF and the Social Health Authority, and event-driven changes, such as new registrations, beneficial ownership updates, deregistration or foreign company registrations, are not systematically transmitted across systems, leading to duplicated processes, inconsistent records and higher compliance and monitoring costs.
- **Gaps in the legal and regulatory framework for digital registration:** Current laws do not fully anchor the use of electronic signatures, unique business identifiers or automated inter-agency data exchange, and several provisions still assume paper-based processes, limiting opportunities for end-to-end digitisation and automation.
- **Incomplete digitisation and automation of business entry processes:** Key steps in the company lifecycle, name reservation, incorporation, post-registration changes and deregistration, are not fully automated or integrated, and users continue to experience multiple touchpoints, manual checks and repetitive data entry across platforms.
- **Limited analytics and reporting capability:** Statistical outputs are not sufficiently disaggregated or adaptable for policy or reform monitoring, and the registry lacks modern analytics tools to support investment climate assessments and risk-based supervision.
- **User experience and service delivery challenges:** Entrepreneurs and professionals report complex processes, unclear guidance and inconsistent turnaround times that discourage formalisation, and limited feedback mechanisms and service performance dashboards make it difficult to systematically track and improve user satisfaction.
- **Governance, coordination and change-management gaps:** Multiple actors, including BRS, DBRT, KRA, NSSF, SHA and county governments, shape Business Entry processes, yet coordination platforms and protocols for joint reform and data governance are still evolving, slowing implementation and diffusing accountability for service standards.

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- To conduct comprehensive cybersecurity hardening across the core infrastructure. This task requires a systematic review and reinforcement of the existing digital assets to eliminate configuration vulnerabilities and reduce the attack surface.
- **Cybersecurity Threats:** Digitization of business registry services increases exposure to threats such as data breaches, ransomware, insider abuse, and system disruptions. Since the registry stores sensitive information, including company ownership records, director identities, and financial details, any unauthorized access or manipulation can compromise the integrity of business data, erode public trust, and enable fraud such as identity theft or illegal company takeovers. Cyberattacks targeting registry systems can also cause prolonged service outages, slowing business registration and compliance processes, which negatively impacts national investment and economic growth.

3. Objectives of the Assignment

Overall Objectives

The overall objective is to support BRS to fully modernise, digitise, strengthen and secure Kenya's business registration systems.

Specific Objectives:

The following are the **specific objectives**:

a) Automation of Name Search and Reservation: To design, develop and deploy an AI-enabled name-search engine, within the existing BRS platform, for name search and reservation.

b) Business Process Modernisation: To simplify, standardise, automate and re-engineer all core business registration processes, including name search, incorporation, post-registration updates, beneficial ownership reporting and deregistration, to reduce turnaround times, eliminate redundancies, improve reporting and significantly improve reliability and user experience.

c) Data Consolidation and Quality Transformation: To extract, clean, validate and merge data from the four existing BRS databases and all legacy/manual records, and to establish a single, unified, authoritative registry supported by strong data governance, integrity controls and continuous update protocols.

d) Interoperability Implementation: To design, develop and deploy, within the existing BRS platform a secure, event-driven API integrations enabling real-time information exchange between BRS and key agencies such as KRA, NSSF, SHA and Immigration.

e) Deployment, Stabilisation and Sustainability: To implement and deploy system enhancements and the unified registry into the production environment; conduct rigorous testing and post-deployment

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stabilisation; and equip BRS with operational documentation, SOPs, training and technical knowledge to ensure long-term sustainability.

f) Improved Analytics and Decision Support: To develop and deploy modern analytics tools, dashboards and reporting capabilities that enable BRS to generate real-time, decision-grade insights for operational management, monitoring of reforms and evidence-based policy formulation.

g) Cybersecurity Strengthening and hardening: To conduct comprehensive cybersecurity hardening across the core infrastructure. This task requires a systematic review and implementation of robust technical and administrative controls that protect sensitive business data, prevent unauthorized access, and ensure the integrity and availability of digital assets.

4. Scope of Work

Working in close collaboration with the BRS team, the Consulting Firm shall undertake the following tasks:

A. Phase 1: Diagnostics, Technical Architecture & Implementation Design

The Consulting Firm shall:

- a) Conduct a comprehensive technical, legal, operational and data assessment of the existing BRS business registration system and its four underlying databases.
- b) Map all current processes and identify constraints for automation and integration.
- c) Review codebase architecture, database schemas, integration points and existing APIs.
- d) Propose a modernised system architecture, including:
 - o Unified database structure
 - o API-led interoperability model
 - o AI-enabled name-search module
 - o Standardised data governance model
 - o Enhanced workflows for name reservation, incorporation, post-registration updates
 - o Enhanced cybersecurity controls
- e) Develop a technical migration, including data extraction, cleansing, validation and merge logic.
- f) Produce an updated implementation roadmap, with timelines, risks, dependencies and required resources.

B. Phase 2: Data Extraction, Cleansing, Migration and Unification

The Consulting Firm shall:

- a) Extract records from all four legacy BRS databases.

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- b) Design transformation rules for field harmonisation, de-duplication, entity resolution, and beneficial ownership linkage.
- c) Perform data cleaning and validation using automated and manual processes.
- d) Develop and run deduplication algorithms (AI-supported where beneficial).
- e) Merge datasets into a single, authoritative unified registry database.
- f) Document all errors, exceptions and validation outcomes.
- g) Provide tools for ongoing data governance and quality assurance.

C. Phase 3: System Enhancement and Development of New Modules

The Consulting Firm shall:

- a) Conduct a 5 days design workshop aimed at aligning on the system requirements and the Software requirements specifications document
- b) Develop and demonstrate to BRS, at least two system prototypes with AI enabled functionalities for the name search and reservation workflow.
- c) Modify and /or extend the capabilities of existing BRS system on reporting, Company secretary portal, verification portal for BRS system outputs and law enforcement agencies support capability.
- d) Build or upgrade workflows for:
 - o Name search and reservation
 - o Incorporation
 - o Post-registration amendments
 - o Beneficial ownership updates
 - o Deregistration
- e) Develop a unified database containing a master list of all registered entities across all the BRS registration systems.
 - o Assess the status of master list development
 - o Deploy at least 15 staff members to work under supervision of the BRS records unit to complete the development of master list.
 - o Submit the completed master list database to BRS for validation
 - o Migrate the validated master list onto the BRS registration system
- f) Migrate the validated master list onto the BRS registration system.
- g) deploy an AI-enabled name-search and verification engine, integrated with the unified database.
- h) Enhance user interfaces to improve service experience and reduce errors.
- i) Update all internal admin tools for registry officers.

D. Phase 4: API Development and Real-Time Inter-Agency Integration

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The Consulting Firm shall:

- a) Upgrade the API Gateways for all BRS systems to support OAuth2.0, rate limiting, IP whitelisting
- b) Implement an API management portal
- c) Develop secure APIs with event-driven triggers for real-time updates.
- d) Integrate BRS with:
 - o KRA
 - o NSSF
 - o Social Health Authority
 - o IPRS
 - o Any other relevant agency
- e) Establish robust authentication and access control protocols.
- f) Conduct joint technical testing with partner agencies.
- g) Deploy integration logs, monitoring tools and automated error handling.

E. Phase 5: Testing, Deployment and Stabilisation

The Consulting Firm shall:

- a) Conduct and facilitate a UAT workshops with BRS staff and relevant stakeholders.
- b) Conduct all testing cycles, including:
 - o System Integration Testing (SIT)
 - o User Acceptance Testing (UAT)
 - o Performance testing
 - o Security and penetration testing
- c) Prepare deployment plans, rollback plans and continuity safeguards.
- d) Deploy all enhancements to production environment in readiness for Go-Live.
- e) Provide post-deployment stabilisation support for 12 months.
- f) Produce system documentation, admin manuals, user guides and SOPs.

F. Phase 6 – Handover and Training

The Consulting Firm shall:

- a) Provide structured training for BRS technical staff, users and reviewers on:
 - o Unified database architecture
 - o New system modules
 - o AI name-search engine
 - o Data governance tools

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- API management
 - System administration
- b) Provide the source code and all system configurations to BRS
- c) Provide codebase documentation and knowledge transfer.
- d) Provide a detailed maintenance and sustainability plan.

G. Service Level Agreement (SLA) – Post-Implementation Support

Duration: 12 months immediately following Go-Live (Months 10–22)

i. Service Scope

Support Tier	Responsible Party	Description
First-tier support	BRS ICT Staff	Initial triage, password resets, basic troubleshooting
Second-tier support	Consulting Firm	Technical diagnosis, bug fixes, code changes, database repairs, security incident response

ii. Severity Levels and Response Times

Severity	Description	Acknowledgment Time	Resolution Time
1 (Critical)	System down; data corruption/loss; security breach; SIEM down; no workaround	Within 1 hour	Within 6 hours
2 (High)	Major feature broken; API failure; severe restriction; no reasonable workaround	Within 2 hours	Within 24 hours
3 (Medium)	Feature impaired but workaround exists; minor functionality loss	Within 4 hours	Within 3 business days
4 (Low)	Cosmetic issue; typo; minor inconvenience	Within 1 business day	Within 5 business days

iii. Monthly Support Report

The Consulting Firm shall submit a Monthly Support Report within 5 business days of each month end, containing:

- Ticket summary by severity level

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- Response time compliance percentage
- Aging tickets (>14 days)
- Time expended
- Security incident summary (if any)
- Recommendations

5. Duration and Deliverables

Duration

The assignment shall be completed within twenty (20) months after the contract enters into force including twelve (12) months of post implementation support which begins immediately after go-live

Detailed deliverable timelines and milestones will be confirmed in the Inception Report and approved by BRS, SDIP and TMA. They are expected to include:

The Consultant/Firm shall deliver working technical solutions, not just reports.

Deliverables and Phased Go-Live Approach

i Inception Package: Due: Within first 2 weeks

Deliverables include:

- Inception Report with methodology, work plan, and risk mitigation plan.
- Technical environment assessment, including review of current BRS codebase, hosting architecture, databases, and integration points.
- Detailed data migration plan, covering extraction, cleaning, deduplication, validation and merge logic.
- Revised implementation roadmap with milestones, responsibilities, and acceptance criteria.

ii Unified Registry Database (Core Deliverable): Due: Mid-project

This includes:

- Extraction of data from all four legacy BRS databases.
- Harmonised data schema integrating all entity types.
- Automated and manual data cleaning, deduplication, and error correction.
- Entity-resolution mechanisms to detect and merge duplicates.
- A fully unified, validated, production-ready registry database, deployed or ready for deployment into the BRS production environment.
- Full documentation of transformation logic, errors, exceptions, and data governance procedures.

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iii System Enhancements & New Functional Modules: Due: Following data migration

Deliverables include:

- Software Requirements Specifications (SRS) Document and sign off.
- Enhanced back-end code for existing modules (name search, incorporation, post-registration amendments, BO updates, deregistration).
- New or upgraded workflows supporting end-to-end automation.
- AI-enabled name-search and reservation engine, trained on the new master list and integrated into the BRS system.
- Updated user interfaces for public and internal users, consistent with usability best practices.
- Updated administrative tools for BRS officers.
- Full source code delivered to BRS with documentation.

iv Interoperability & API Integrations: Due: After system upgrades

Deliverables include:

- Fully developed APIs connecting BRS with KRA, NSSF, SHA, IPRS, and other designated agencies.
- Event-driven triggers for real-time updates (e.g., new registration, director changes, BO updates, deregistration).
- Secure authentication protocols and access-controls.
- Logging, monitoring, and automated error-handling tools.
- All integrations tested jointly with partner agencies.

v Testing & Deployment Reports: Due: Prior to go-live

Deliverables include:

- System Integration Testing (SIT) results.
- User Acceptance Testing (UAT) Report and sign-off.
- Performance and load test results.
- Security, penetration, and vulnerability testing results.
- Deployment plan, rollback plan, and business continuity safeguards.
- Production deployment logs.

vi Operational Documentation & SOPs

Deliverables include:

- Updated SOPs for all business entry workflows.
- New SOPs for data governance, error-handling, and event-driven updates.
- Technical documentation: API manuals, schema documentation, configuration files, architectural diagrams.

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- User manuals, system admin manuals, and training guides.

vii Training & Knowledge Transfer

Deliverables include:

- Hands-on training for BRS technical staff on:
 - Database management
 - AI module maintenance
 - API administration
 - Workflow configuration
 - Data governance protocols
- Knowledge transfer sessions and code walk-throughs.
- Training reports, attendance lists, and materials.

viii Final Consolidated Report

Deliverables include:

- Full summary of reforms implemented.
- Documentation of system changes, architecture, and codebase modifications.
- Final system and database specifications.
- Recommendations for long-term sustainability and further enhancements.
- Post-deployment review and impact assessment.

6. Qualifications of the Consulting Firm

Mandatory Qualifications

Ref.	Mandatory Requirement	Pass/Fail
MR 1	Certificate of Incorporation / Registration Certificate issued under the Companies Act (Cap. 486).	
MR 2	Valid Tax Compliance Certificate issued by Kenya Revenue Authority (KRA). Must be valid on the date of tender submission.	
MR 3	Valid Business Permit for 2026.	
MR 4	Official Search (CR12) issued by BRS, not older than 90 days from the tender closing date.	
MR 5	Duly filled, signed, and stamped Confidential Business Questionnaire in the format provided.	
MR 6	Duly filled, signed, and stamped Tender Forms as provided in the tender document.	
MR 7	Valid certificate of registration as a Data Processor & Data Controller issued by the Office of the Data Protection Commissioner (ODPC). The certificate must remain valid throughout the entire bid validity period of 150 days.	

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MR 8	Valid Level 1 or 2 certificate of ICT Authority (ICTA) accreditation in: Systems and Applications & ICT Consultancy	
MR 9	Valid ISO/IEC 27001:2022 certification for the tendering firm from an accredited certification body. Certificate must be valid on the date of submission.	
MR 10	Submit evidence of a registered physical office in Kenya operational for at least three (3) years, this could be a current lease/title or a KRA-PIN-linked utility bill.	

NOTE:

- iii. Only bids meeting all the above MANDATORY requirements shall proceed to the next phase of detailed technical evaluation.
- iv. At this stage, the tenderer’s submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further

Team Leader – Registry Reform & Digital Transformation Specialist

A senior expert with deep experience managing end-to-end transformation of business registries, civil registration systems or national digital public platforms. The ideal candidate has overseen complex reform programmes involving policy, data, technology, change management, interoperability and institutional restructuring.

Technical Requirements:

- Minimum 10 years’ demonstrable experience leading large-scale registry modernisation, business registration reform, civil registration transformation, or digital public service overhaul in developing or middle-income countries.
- Proven track record managing complex data migration and system redesign projects, including re-architecting legacy systems and integrating new functionalities into existing platforms.
- Demonstrated capacity to oversee full lifecycle digital transformation, from diagnostics to architecture design, data migration, module build, testing, deployment and stabilisation.
- Extensive experience working with multidisciplinary teams comprising software engineers, data specialists, AI/ML engineers, legal experts, DevOps, cybersecurity and digitisation experts.
- Strong stakeholder leadership skills, including engagement with CEOs, Registrars, Ministries, development partners and private sector associations.
- Ability to produce high-quality documentation, roadmaps, governance models, risk mitigation frameworks and handover plans.

Lead Solutions Architect (Senior ICT Architect)

A senior technology architect responsible for designing the future-state system architecture, ensuring

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seamless integration with the existing BRS system and eCitizen infrastructure, and guiding software engineers on implementation.

Technical Requirements:

- Minimum 10 years' experience in designing and implementing enterprise-level systems, preferably in government or regulated environments.
- Strong proficiency in microservices, API-first architectures, SOA, event-driven systems, and integration with identity and payment platforms.
- Experience modernising legacy government registries or licensing systems, including restructuring database schemas, upgrading middleware, and redesigning backend logic.
- Ability to produce detailed solution architecture diagrams, interface specifications, data flow diagrams, and systems integration plans.
- Strong knowledge of security, authentication, role-based access control, and resilience for high-availability government systems.
- Experience working with cloud-based or hybrid hosting environments and designing scalable architectures capable of handling millions of records.

Senior Software Engineer(s)

Hands-on developers responsible primarily for coding enhancements, building new modules, modifying existing logic, integrating APIs, and deploying tested code into production.

Technical Requirements:

- Minimum 7 years of hands-on experience in software development for enterprise or government systems.
- Proficiency in multiple programming languages/frameworks relevant to the existing BRS stack (e.g., Java, .NET, PHP, Python, Node.js, Angular/React) depending on BRS architecture).
- Experience working on live production systems, including bug fixing, hotfix deployment, and version control using Git or similar tools.
- Ability to modify legacy code, refactor complex logic and integrate new features without disrupting existing functionality.
- Demonstrable experience building secure, high-performance modules such as name-search engines, workflow engines, user dashboards and admin tools.
- Experience implementing API endpoints, payload structures, authentication tokens, and error-handling protocols.

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Data Migration & Database Specialist

A technical expert responsible for designing and executing the full migration of data from four legacy databases into a unified registry.

Technical Requirements:

- Minimum 10 years of experience in data migration, database engineering, and large-scale dataset transformation.
- Demonstrated expertise in ETL processes, data mapping, schema harmonisation, transformation rules, and versioned migrations.
- Experience with deduplication algorithms, entity resolution, anomaly detection, and bulk data validation.
- Hands-on expertise with SQL/NoSQL databases, indexing, query optimisation, and large dataset performance tuning.
- Experience conducting data quality assessments and creating data governance frameworks, including validation scripts and correction workflows.
- Capable of building automated dashboards for monitoring migration progress, errors, exceptions, and audit trails.

Machine Learning / AI Engineer

An AI specialist responsible for developing the name-search and entity-matching engine and supporting automated deduplication and verification processes.

Technical Requirements:

- Minimum 5 years' experience developing and deploying machine learning models in production environments.
- Expertise in entity resolution, fuzzy name matching, string similarity algorithms (e.g., Levenshtein, Jaro-Winkler), NLP preprocessing, and record linkage.
- Experience building ML models for search optimisation, clustering, or classification using Scikit-learn, TensorFlow, PyTorch, etc.
- Ability to integrate the ML model into backend systems via APIs or embedded modules.
- Experience evaluating model precision/recall, bias, and accuracy, as well as continuous model improvement.
- Familiarity with training models on noisy, incomplete or unstructured data, a common constraint in legacy business registries.

DevOps Engineer

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Ensures stable environments, smooth deployments, CI/CD automation, and infrastructure management.

Technical Requirements:

- 5+ years of DevOps experience in enterprise or government systems.
- Experience with CI/CD tools (e.g., Jenkins, GitLab CI, Azure DevOps).
- Expertise in managing test, staging and production environments.
- Strong understanding of logging, monitoring, containerisation, load balancing and backup systems.
- Proven experience deploying applications securely and efficiently while maintaining system uptime.
- Familiarity with disaster recovery and rollback strategies.

Cybersecurity Expert

Ensures the upgraded BRS system is secure, compliant and resilient against threats.

Technical Requirements:

- Minimum 7 years of cybersecurity experience.
- Expertise in performing penetration tests, vulnerability scans, code security reviews and API threat modelling.
- Strong understanding of OWASP Top 10, NIST frameworks, secure coding practices and encryption standards.
- Experience securing identity-driven platforms and systems handling sensitive personal and company data.
- Experience generating actionable vulnerability reports and guiding engineering teams to implement fixes.

QA / Testing Manager

Leads SIT, UAT and performance testing, ensuring every feature meets functional and non-functional requirements.

Technical Requirements:

- Minimum 7 years' experience managing testing for large-scale systems.
- Demonstrated expertise in developing test plans, test cases, test scripts and automated testing frameworks.

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- Experience coordinating UAT with government users, preparing reporting dashboards, and tracking defects to closure.
- Ability to test APIs, workflows, AI modules, and data migrations.
- Knowledge of performance testing (load, stress, latency) and security testing support.

Business Process Re-engineering (BPR) Specialist

A workflow and process optimisation expert.

Technical Requirements:

- 8+ years of experience mapping, simplifying and digitising administrative workflows in government or regulated sectors.
- Expertise in Lean, Six Sigma or similar methodologies.
- Ability to translate business rules into system logic and user flows.
- Strong understanding of business entry processes, registry operations, licensing workflows or related government procedures.
- Experience designing to-be processes that minimise user friction and eliminate redundant steps.

Legal & Regulatory Expert (Support Role)

Ensures that redesigned processes, data flows and system enhancements are legally compliant.

Technical Requirements:

- Minimum 8 years' experience working with commercial/corporate law, ICT law, administrative law and public sector digitisation frameworks.
- Ability to analyse legal constraints, propose amendments, and develop drafting instructions or technical notes.
- Experience with digital signatures, digital identity legislation, data protection compliance, and recognition of automated decisions.
- Ability to interpret complex legal provisions and translate them into system requirements.

7. Reporting & Coordination

- The Consultant will report directly to the designated persons at BRS and SDIP - ICT Director for all technical matters, including quality assurance and approval of all deliverables.
- TMA will address all contractual matters

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ANNEX 1: TMA'S SUPPLIER CODE OF CONDUCT

This document is shared as a separate document to the tender document.

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Entry System**

ANNEX 2: TECHNICAL BID SUBMISSION FORM TECHNICAL BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ (insert date (as day, month and year) of Bid Submission)

To: **TRADEMARK AFRICA**
Fidelity Insurance Centre,
P O Box 313 00606,
Nairobi, Kenya

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services].
- (c) Our bid shall be valid for a period of **120 days**, from the date fixed for the bid submission deadline in accordance with the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our bid is accepted, we commit on request to obtain a performance security (if applicable) for the due performance of the Contract.
- (e) We have no conflict of interest.
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed by: _____ (signature of person authorized by the Bidder to sign the bid submission form, and whose name and title are shown below)

Name: _____ (insert full name)

Title: _____ (insert official title)

Duly authorized to sign the bid for and on behalf of: _____
(insert full name of Bidder)

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Dated on _____ day of _____, _____ [insert date of signing]

ANNEX 3: CURRICULUM VITAE TEMPLATE

PLEASE SUBMIT ONLY ONE (1) CV FOR EACH OF THE POSITIONS MENTIONED FOR THE PROPOSED KEY PERSONNEL AND SHORT-TERM TECHNICAL SUPPORT PERSONNEL. IF MORE THAN ONE CV IS SUBMITTED FOR THE SAME POSITION, ONLY THE FIRST CV WILL BE EVALUATED. PLEASE ALSO CLEARLY INDICATE THE POSITIONS THAT EACH OF THE SUBMITTED CVs WILL HAVE IN THIS ASSIGNMENT

Position/Role Title:	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained **attach valid copies of the certificates and testimonials**}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hebb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work ranking from 1 to 5 for speaking, writing and reading where 1 is poor and 5 is excellent):

Language	Reading	Writing	Speaking

Adequacy for the Assignment:

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Detailed Tasks Assigned on Consultant’s Team of Experts (insert the time period)	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

Experts contact information : (e-mail..... Phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{Day/month/year}

Name of Expert	Signature	Date
		{Day/month/year}

Name of authorized representative of the consultant (the same one who signs the Proposal)	Signature	Date
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Note:

1. Failure by the consultant to sign the CV (physically or electronically), may lead to the CV not being considered altogether.
2. Failure to submit copies of certificates and/or accreditation may lead to the CV being invalidated.

Consultancy for Business Process Re-Engineering and Digital Transformation of Kenya's Business Entry System

ANNEX 4 – FIRM EXPERIENCE

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in US\$ currency equivalent):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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ANNEX 5 – TEAM COMPOSITION

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in your technical proposal.

Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided.

C - On the Terms of Reference

Consultancy for Business Process Re-Engineering and Digital Transformation of Kenya's Business Entry System

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal, as applicable.]

Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology.**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form

c) **Organization and Staffing.**

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
													Subtotal					
Local																		
1		[Home]																
		[Field]																
2																		
N																		
													Subtotal					
													Total					

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input Part time input

ANNEX 4: FINANCIAL BID SUBMISSION FORM

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of _____
(indicate the corresponding amount(s) in words and figures and the currency (ies)), including all applicable taxes in line provided clauses in this tender document.

This financial bid submission/ proposal is in line with Pro-forma 1, 2, 3 and 4 of Annex 1 of this RFP tender document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from any contract negotiations, up to expiration of the validity period of the Proposal, up to a period of **120 days** after bid submission deadline date.

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

We remain,

Yours Sincerely,

Authorized Signature **(In full and initials)**: _____

Name and Title of Signatory: _____

In the capacity of:

Address: _____

E-mail: _____

(For a joint venture, either all members shall sign or only the lead member/ consultant, in which case the power of attorney to sign on behalf of all members shall be attached)

ANNEX 5: FINANCIAL PROPOSAL PRO - FORMA TEMPLATES

Pro- forma 1

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

MILESTONE PAYMENTS PROPOSAL

The amount to be paid for the completion of the services is fixed at USD

Payment will be made either:

- a) as a lump sum on completion of the services or
- b) at relevant points throughout the contract period as detailed below

CRITERIA FOR PAYMENT	AMOUNT OF PAYMENT (\$)
TOTAL	\$

Pro forma 2

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

PROPOSAL BREAKDOWN - PERSONNEL INPUTS AND FEE RATES

NAME	COUNTRY (PLEASE SPECIFY)	NO DAYS	DAILY FEE RATE (\$)	COST (\$)
Long Term*				
Short Term				
TOTAL FEES				\$

*** Long Term is in excess of 4 months**

Guidance on Fees and Expenses can be found in Section 2 of the contract - the General Conditions.

Pro- forma 3

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

PROPOSAL BREAKDOWN - PROJECT EXPENSES

Costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Fees proposed by tenderers should be inclusive of all taxes.

TRAVEL (PLEASE STATE COUNTRY OF TRAVEL)		NO.	RATE	COST (\$)
FARES	International			
	Domestic			
	Other Travel Costs			
	Sub Total			\$
DAILY LIVING COSTS (state country) *Long Term				
	*Short Term			
Sub Total				\$
EQUIPMENT* Items Purchased/Rented (Including vehicles)				
Sub Total				\$
Any other expenses (please list)				
Sub Total				\$
TOTAL PROJECT EXPENSES: (B)				\$

*TMA will not reimburse costs for normal tools of trade (e.g. portable personal computers)

* Long Term consultants are expected to utilise rented accommodation. No per diem is payable.

*Short Term expectation is either rented accommodation or a hotel.

Pro- forma 4

TENDER FOR: _____ (Insert tender title)

TENDER NUMBER: _____ (Insert tender reference number)

PROPOSAL BREAKDOWN - SUMMARY OF PAYMENT

PROPOSED PAYMENT BREAKDOWN	AMOUNT (USD \$)
Sub-total (exclusive of taxes)	\$
Taxation amount (include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows	\$
TOTAL (inclusive of taxes)	\$

ANNEX 6: DRAFT CONTRACT TEMPLATE

CONTRACT FOR CONSULTANCY SERVICES

Section 1 – Form of Contract

CONTRACT FOR: [Insert Title here]

CONTRACT REFERENCE: [Insert Number here]

THIS CONTRACT dated [Insert date here] is made.

BETWEEN:

TradeMark Africa (“TMA”) having its principal place of business at (insert office details).

AND

[Insert Consultant Name] (“The Consultant”) having its principal office located in [Insert Contact Details].

WHEREAS:

TMA has requested the Consultant to provide certain consulting services as defined in the detailed terms of reference and scope of services attached to this Contract (hereinafter called the “Services”); the Consultant, having represented to TMA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract from page [Insert page no] to page [Insert page no.] shall comprise the following documents:

Section 1 Form of Contract

Section 2 General Conditions

Section 3 The Services

Section 4 Special Conditions and Key Personnel

Section 5 Fees

This Contract constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the original Contract is not returned to - TMA duly completed, signed and dated on behalf of the Consultant within 15 days of the date of signature on behalf of TMA, TMA will be entitled, at its sole

discretion, to declare this Contract void. No payment will be made to the Consultant under this Contract until a copy of the Contract, signed on behalf of the Consultant is returned to TMA.

3. Commencement and Duration of the Services

- a. The contract shall be effective on the date both parties sign, and the services shall be completed by **[Insert end date]** (End Date") or any other period as may be subsequently agreed by the parties in writing unless this Contract is terminated earlier in accordance with its terms and conditions.

- b. If the services have not commenced in accordance with clause 3a above, TMA will within not less than 30 days notify the consultant in writing, declaring the contract to be null and void, and in the event of such declaration, the consultant shall have no claim against TMA with respect thereto.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **[XXX]** for fees and **[XXX]** for expenses within a total limit of **[XXX]** inclusive of all taxes applicable ("the Financial Limit").

5. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

For and on behalf of TMA

Name: **JOSEPHA NDAMIRA**
Position: **SENIOR DIRECTOR CORPORATE RESOURCES**
Signature:
Date:

For and on behalf of the consultant

Name:
Signature:
Date:

CONTRACT FOR CONSULTANCY SERVICES

Section 2 – General Conditions

1. Definitions

"The Contract" means the agreement entered between TMA and the consultant, as recorded in this Contract Document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

"TMA Project Manager" means the person nominated by TMA who is responsible for the management of the Project.

"The Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services which are financed or provided by TMA for use by the Consultant.

"The Financial Limit" means the amount specified in Section 1 and which represents the maximum amount payable by TMA under this Contract.

"Fees" means the fees payable for the Services as set out in Section 5.

"The Services" means the services to be provided by the Consultant as set out in Section 3.

"The Consultant" means the natural person(s), partnership(s), or company (ies) whose bid to perform this contract has been accepted by TMA and is named as such in this contract and includes the legal successors or permitted assigns of the Consultant.

"The Consultant's Personnel" means any person instructed by the Consultant pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents, and sub-contractors.

"Subcontractor" means any natural person(s), partnership(s), or company (ies), including its legal successors or permitted assigns, to whom any part of the services to be provided is subcontracted by the Consultant.

2. Interpretation

In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 4), the Special Conditions shall prevail.

3. Project management

TMA designates the TMA Project Manager as being responsible for the coordination of activities under this Contract, for the acceptance and approval on behalf of TMA of the reports and of other deliverables produced by the Consultant, and for receiving and approving invoices for payment.

4. Obligations

- a. TMA and the Consultant each warrant that it has all the requisite corporate power and authority to enter this Contract and is fully capable of performing its obligations under this Contract on the terms provided for in this Contract.
- b. The Consultant shall perform the Services and all other obligations under this Contract with all necessary skill, diligence, efficiency, and economy to satisfy generally accepted professional standards expected from experts.
- c. The Services shall be provided at the location set out in Section 3. Notwithstanding this, the Consultant may be required to travel to other locations from time to time in carrying out the Services.

5. Indemnification

At its own expense, the Consultant shall indemnify, protect, and defend, TMA, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights. Should the act or omission originate from TMA, then TMA will indemnify the consultant.

The Consultant hereby indemnifies TMA, its agents, and employees against any legal cost, including attorney/own client costs incurred by TMA in defending any complaints, disputes or claims lodged by any party as a result of the actions or omissions of the Consultant.

6. Consultant's Personnel

- a. The Consultant acknowledges that it and the Consultant's Personnel have no authority to create or incur any liability or obligation on behalf of TMA, including but not limited to any liability or obligation to expend or incur capital expenditure and not to recruit, employ or dismiss any member of staff employed by TMA.
- b. The Consultant shall not at any time, either personally or by an agent, directly or indirectly represent itself as being in any way connected with or interested in TMA save as being engaged to perform the Services.
- c. Save for the Services agreed and set out at Section 3, TMA is under no obligation to offer work to the Consultant and the Consultant is under no obligation to accept any work, which may be offered by TMA.
- d. No changes or substitutions may be made to members of the Consultant's Personnel identified in Section 4, if any, of this Contract without TMA's prior written consent.
- e. If TMA considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to TMA with a replacement acceptable to TMA.
- f. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- g. TMA is dedicated to gender equality and ensuring equitable and sustainable human development.

7. Fees

- a. Subject as follows, payments shall be due to the Consultant in accordance with the Fee payment schedule set out in Section 5. In the case of Fees that are payable upon the completion of milestones as may be set out in Section 4, such fees shall not become due and payable until the completion, to TMA's satisfaction, of the relevant milestone event or the delivery of the deliverables to TMA's satisfaction required for the achievement of the relevant milestone satisfactorily.
- b. Payment of the Fees shall be subject to TMA being satisfied that the Consultant is or has been carrying out its duties, obligations, and responsibilities under this Contract.
- c. If for any reason TMA is dissatisfied with performance of this Contract, an appropriate sum may be withheld from payments that would otherwise be due under this Contract. In such event TMA shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- d. Fees charged and expenses incurred shall not, in aggregate, exceed the Financial Limit without the prior written consent of TMA.
- e. No payments shall be made in respect of days not worked due to sickness or holiday or otherwise.

f. Only the fee rates listed in Section 5 of this Contract will apply to any Services performed by the Consultant under this Contract.

8. Expenses

The Consultant shall be entitled to be reimbursed only for those expenses which have been approved and are set out in Section 5.

9. Invoicing Instructions

- a. Invoices should particularise the contract to which they relate and should be sent to the address referenced in Section 5.
- b. All invoices should contain details of the Services provided, milestones achieved, and deliverables provided to which the invoice relates. Where expenses are payable, invoices should be accompanied by proof of the expense. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment.
- c. TMA may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- d. TMA reserves the right to audit, or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- e. TMA reserves the right not to pay any amount due in respect of an invoice received by TMA more than 60 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.
- f. TMA will deduct all applicable taxes from the consultant's invoiced amounts as per Government of **Kenya** regulations. Consultants from countries with double tax agreements will be provided with withholding tax certificates. It is the consultant's responsibility to establish their tax status in the country where the Services will be delivered.

10. Payments

Subject to TMA being satisfied that the Consultant is or has been carrying out their duties, obligations, and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

11. Nature of relationship

TMA and the Consultant agree and intend that this relationship is one of undertaking independent services and specifically is not a relationship of employer or employee agency, joint venture, or partnership.

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between TMA and the Consultant and the Consultant will be solely responsible for the tax status, tax, and any statutory contributions payable of and for the

Consultant's Personnel and for all or any of its or the Consultant's Personnel's taxes payable in respect of Fees and reimbursements received in connection with this Contract.

12. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

13. Termination and Suspension

TMA or the Consultant may terminate the Contract by giving not less than 30 days written notice. In such cases, TMA shall be liable to make payments only for work completed and delivered, of acceptable standard. Specifically, TMA reserves the right to terminate this Contract if the Consultant fails to perform any of its obligations or to comply with the conditions and requirements set out in this Contract.

Without prejudice to the above paragraph, TMA reserves the right to withdraw or suspend payments to the Consultant immediately under the following circumstances:

- i. The Consultant has engaged in illegal, corrupt, fraudulent, coercive, collusive or conflict of interest practices in connection with the Contract, without the Consultant having taken timely and satisfactory action to the satisfaction of TMA to address such practices when they occur.
- ii. The Consultant fails to comply with its obligations in the fields of environmental, social, or labour regulations, including sexual harassment and any form of abuse, including but not limited to failure by a supplier to take preventative measures, investigate allegations or to take corrective action against sexual exploitation or abuse incidences.
- iii. The Consultant fails to comply with its obligations under Anti-Terrorism and Organised Crime requirements of TMA.
- iv. A representation or statement made by the Consultant in or pursuant to the Contract intended to be relied upon by TMA in making the Contract, which was incorrect in any material aspect.

A full accounting of all payments made under this contract will be required prior to the conclusion of the notice period, in addition to full reimbursement of any unspent advance payments to the Consultant.

For any of the above, any unspent or inconsistently spent payments must be returned to TMA within 30 days of the termination notice.

14. Confidentiality

- a. The Consultant shall not, during the term of this Contract and within two years after its expiration or termination, disclose any proprietary or confidential information relating to the Services, this Contract or TMA's business or operations without the prior written consent of TMA.
- b. Notwithstanding the above, the consultant may furnish to its subcontractor such documents, data, and other information it receives from TMA to the extent required for the subcontractor to perform its work under the contract, in which event the consultant shall obtain an undertaking of confidentiality similar to that imposed on the consultant under this contract.

15. Ownership of Material

- a. Any studies, reports, or other material, graphic, software or otherwise, prepared by the Consultant for TMA under the Contract shall belong to and remain the property of TMA.
- b. Where intellectual property rights in all material produced by the Consultant or the Consultant's Personnel pursuant to the performance of the Services ("the Material") are the property of the Consultant, the Consultant hereby grants to TMA a worldwide, nonexclusive, irrevocable, royalty free licence to use all the Material.
- c. "use" shall mean, without limitation, the reproduction, publication, and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

16. Bribery, Conflict of Interest, Corruption and Fraud

The Consultant shall not, and shall ensure that any person affiliated with the Consultant shall not:

- i. Participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Contract, in which the person, members of the person's immediate family or his or her business partners, or organisations controlled by or substantially involving such person, has or have any financial interest.
- ii. Participate in transactions involving organisations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.
- iii. Offer, give, solicit, or receive, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution.
- iv. Misrepresent or omit facts to influence the procurement process or execution of the contract.
- v. Engage in a scheme or arrangement between two or more bidders, with or without the knowledge of the Consultant designed to establish bid prices at artificial, non-competitive levels; or
- vi. Participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation.

Disclosure: If the Consultant has knowledge or becomes aware of any:

- i. Actual, apparent or potential conflict between financial interests of any person affiliated with the Contract and/or TMA; or
- ii. Any of the practices listed under (i) to (vi) above,

the Consultant shall immediately disclose the same directly to Procurement Director, TMA.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under (i) to (vi) above.

Further details can be found in the Code of Ethics under Clause 4 (Fraud and Corruption) and to report such activities, the Consultant will follow the steps provided in Clause 8 of the same document.

17. Anti-terrorism and Organised Crime

The Contract funds shall not be used to finance terrorism and other criminal activities. The Consultant shall take all appropriate measures to ensure that the Contract payments are not used for unintended purposes including but not limited to money laundering and exploitation by terrorist organisations and/or their support networks.

The Consultant shall verify to the maximum extent reasonably possible that any parties associated with the Contract shall substantially protect TMA's resources from diversion to unintended purposes including but not limited to exploitation by terrorist organisations and/or their support networks.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under this clause.

18. Safeguarding

The Consultant shall ensure that the Contract is implemented with strict adherence to TMA's Supplier Environmental and Social Standards document that includes adherence to policies against bullying, sexual exploitation, harassment, and abuse. The Consultant shall ensure that all steps are taken to mitigate against any identified environmental, social, and safeguarding risks that may arise because of the Contract.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the TMA Supplier Code of Conduct

19. Code of Conduct

The Consultant shall comply with TMA's Code of Conduct which forms part of this Agreement as amended from time to time, which must be signed off and adopted prior to TMA making payments on the Contract.

The Consultant shall always act loyally and impartially and as a faithful advisor to TMA in accordance with the rules and/or codes of conducts governing its profession.

The Consultant shall refrain from making any public statements concerning the services without prior written approval of TMA, and from engaging in any activity which conflicts with its obligations towards TMA under this contract.

The Consultant shall not commit TMA in any way whatsoever without TMA's prior written consent, and shall, where appropriate, extend this obligation to third parties.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Code of Ethics.

20. Subcontracting

The consultant shall request approval in writing from TMA for all subcontracts awarded under this contract that are not included in the contract. Subcontracting shall in no event relieve the consultant of any of its obligations, duties, responsibilities, or liability under this contract.

21. Law Governing Contract and Language

The Contract shall be governed by the laws of **Kenya** but in the event of a conflict between Kenya laws and any other Law, then the laws of **Kenya** prevail. The language of the Contract shall be English.

22. Dispute Resolution

TMA and the Consultant agree to seek to resolve any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination, or invalidity thereof, by amicable settlement. Where it is not possible to reach an amicable settlement, any dispute, controversy, or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of 1995 or any statutory modifications or re-enactment thereof for the time being in force.

Notwithstanding any adjudication or arbitration proceedings no party shall commit an anticipatory breach of contract.

23. Liability

Except where there has been misconduct, gross negligence, dishonesty, or fraud on behalf of the Consultant or the Consultant's Personnel, the Consultant's aggregate liability arising out of or in connection with this Contract shall be limited to the amount of the Financial Limit.

The Consultant shall not be liable for any failure to perform or delay in performance of any of its obligations arising out of or in connection with this Contract where such failure or delay is caused by TMA or any of TMA's agents, employees, or contractors.

24. Force Majeure

- a. The failure of the Consultant to fulfil 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 act, event, omission or accident beyond its reasonable control ("Force Majeure Event"), provided that the Consultant (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed TMA as soon as possible about the occurrence of such an event and in any event not later than 14 days after the occurrence of such event.
- b. Any period within which the Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Consultant was unable to perform such action because of the Force Majeure Event.
- c. During the period of their inability to perform the Services because of a Force Majeure Event, the Consultant shall be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of the consultant, or such consultant's subcontractors or agents or employees; nor Any event which a diligent party could reasonably have been expected to both: Take into account from the effective date of the contract; and avoid or overcome in the carrying out of its obligations.

25. Joint venture, consortium, or association

Unless otherwise specified in this contract, if the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to TMA for the fulfilment of the provisions of this contract.

The composition or constitution of the joint venture, consortium or association shall not be altered without the prior written consent of TMA. Any alteration of the composition of the joint venture, consortium, or association without prior written consent of TMA shall be considered to be a breach of contract.

26. Travel

All authorized air travel must be economy class through the most direct and economical route.

CONTRACT FOR CONSULTANCY SERVICES

Section 3 – The Services

TERMS OF REFERENCE

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 4 – Special Conditions and Consultant’s Key Personnel

1. Special conditions

The proposal, both technical and financial submitted for these tender forms an integral part of this contract.

2. Key Personnel

The following of the Consultant's Personnel cannot be substituted by the Consultant without TMA's prior written consent:

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 5 – Fees

1. Payment Schedule

Deliverable	% of Deliverable to be Paid (USD)	Total Contract Amount (USD)
TOTAL		

2. Invoicing instructions

After approval by the recipient, invoices should be sent to invoices@trademarkafrica.com. Invoices should clearly list the Contract Number (POxxxx) and the details of the Consultant's bank account to which TMA shall transfer payments.

Annex 7: Code of Conduct Template (to be signed by consultant's staff)

Code of Conduct Environmental, Social, Health and Safety (ESHS)

The Consultant shall apply the Code of Conduct Form below that will apply to the Consultant's Key Experts, Non-Key Experts, and relevant technical and administrative support staff for this assignment, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Terms of Reference. No substantial modifications shall be made to this Form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific contract issues/risks.

The Consultant shall submit an outline of how the Code of Conduct will be implemented as part of the technical bid.

Code of Conduct for Consultant's Personnel (ES) Form

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Financier/Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks. The template below is shared for the bidder's information and will only be required to be signed by the staff of the successful bidder at the onset of contract.

CODE OF CONDUCT FOR CONSULTANT'S PERSONNEL

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Employer] for [enter description of the Consultancy Service]. This Service will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Supervision, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Service. It applies to all our Key Experts, Non-Key Experts, relevant technical and administrative support staff for this assignment and other employees at the Works Site or other places where the Supervision is being carried out. It also applies to the personnel of each subconsultant and any other personnel assisting us in the supervision of the Works. All such persons are referred to as "**Consultant's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Consultant's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Consultant's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Consultant's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Consultant's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18 (or specified legal age of the country), except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report to the relevant authority violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Consultant's and Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Consultant's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Consultant's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONSULTANT'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Consultant's contact person(s) with relevant experience]] requesting an explanation.

Name of Consultant's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ANNEX 8: EMAIL SUBMISSION GUIDELINES

Guidelines for Bidders for Bid Submissions via Email

1.1 Bidder Guidance for Emailed Submissions

- a) TradeMark Africa (TMA) will automatically send an email acknowledgment for all applications, bids, proposals and/or submissions received via the email addresses stipulated/specified in the bidding document. If a bidder does not receive an email acknowledgement **IMMEDIATELY** after submitting their applications, bids, proposals and/or submissions, via the email address stipulated in the bidding document, **IMMEDIATELY** contact TMA's Procurement unit using the mobile phone number, **+254 731 884 428**, to confirm whether the applications, bids, proposals and/or submissions were received.
- b) Bidders must not ignore any bounce back email received regarding rejection of an emailed application, bid, proposal and/or submission. If such an email is received, contact TMA's Procurement unit **IMMEDIATELY**.

1.2 Possible Reasons for Emailed Submission Rejection

- a) The email submission exceeded the maximum size of 5 MB.
- b) The subject line matched a known phishing subject line.
- c) The email contained a known phishing Uniform Resource Locator (URL), or the email originated from a server associated with phishing.
- d) The outbound mail server was present on a subscribed blacklist; or
- e) The email contained a virus or malware.

1.3 Remedial Action for Rejected Email Submission Prior to Tender Closing Date & Time

Prior to the tender closing date and time, if a bidder's submission is rejected, the following remedial action should be explored prior to re-submission.

- a) If the collective size of the emailed attachments **exceeds 5 MB**, the bidders should resubmit through multiple emails or may use other modes such **WeTransfer, Dropbox, or Google drive**. The bidder shall be required to clearly identify how many emails constitute the full submission. e.g., email **1 of XX**.
- b) If the emailed submission included zipped or executable files, unzip or remove the executable files then resubmit through one or more emails (refer to point 1.3a) above if the files collectively exceed 5 MB).
- c) If the email submission is rejected because of a blacklisted domain, the bidder is required to resend the submission from a different email account from a different domain that is not blacklisted, e.g., Gmail. Please note, this should be done before the stipulated tender submission deadline; and
- d) If the email submission is rejected because of a virus/malware in the email or any of the email attachments, ensure that the virus/malware is removed/cleaned prior to resubmission.

TMA's Procurement unit shall only consider and review cases of undelivered applications, bids, proposals and/or submissions, when it is brought to our attention by the affected bidder/s prior to the tender submission deadline.

Automatic Email Acknowledgement sent from the Procurement and Framework Mailboxes

Dear Sir/Madam,

This is to acknowledge receipt of your email to TradeMark Africa's Procurement mailbox.

Your email will be reviewed, and a response will be provided at the earliest opportunity. We encourage you to visit our website www.trademarkafrica.com/procurement-faqs/ for our procurement guidelines and answers to FAQs.

If you have submitted a bid for an open procurement process, it may take several weeks before you receive any further communication from us.

The maximum size of each email with attachments should not exceed **5 MB**.

Please get in touch with us via the mobile number, **+254 731 884 428**, in case you do not receive an automatic acknowledgement email immediately after submission of your bid.

For and on behalf of:

Joe Namwaya

Head of Procurement

TradeMark Africa

Fidelity Insurance Centre, 2nd Floor, Off Waiyaki Way, Westlands

P.O. Box 313, 00606 Nairobi, Kenya

Email: procurement@trademarkafrica.com

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