



PRIVATIZATION COMMISSION
Enhancing Kenya's Productive Capacity

REQUEST FOR PROPOSAL DOCUMENT

FOR

PROVISION OF CONSULTANCY SERVICES ON HUMAN RESOURCE (HR)

SURVEYS NAMELY:-

- i) EMPLOYEE SATISFACTION SURVEY
- ii) WORK ENVIRONMENT SURVEY
- iii) ORGANIZATIONAL CULTURE SURVEY

TENDER NO: PC/010/2020-2021

SELECTION OF CONSULTANT -QUALITY COST BASED SELECTION

10th FLOOR, NSSF ANNEX BUILDING (PARKING SILO) COMMUNITY,

NAIROBI

P.O. BOX 34542 – 00100

NAIROBI

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TEL: +254 20 2212346-8

Launch Date: 25th May 2021

Closing Date: 8th June 2021 at Time: 11.00 A.M.

TABLE OF CONTENTS

	Page
SECTION I. Letter of Invitation	3
SECTION II. Information to consultants.....	5
Appendix to information to Consultants...	20
SECTION III Technical Proposal	27
SECTION IV. Financial Proposal	38
SECTION V Terms of Reference	46
SECTION VI. Standard Forms of Contract	62
ANNEXES:	
Annex I: Small Assignments: Lump-Sum Payments	63

SECTION I - LETTER OF INVITATION

Date: **25th May 2021**

TO: All invited consultants

Dear Sir/Madam,

RE: PROVISION OF CONSULTANCY SERVICES ON HR SURVEYS

1.1 The Privatization Commission invites proposals for the following consultancy services on HR surveys namely:- Employee Satisfaction Survey, Work Environment Survey and Organizational Culture as per the Terms of Reference.

Scope of coverage of the Consultancy services: The main objective of the assignment will be to determine the level of employee satisfaction, assess the work environment and evaluate the organization culture in order to come up with a report geared towards enhancement of employee performance and improve employee motivation.

Expected output/Deliverables:

1. Inception report detailing consultant's understanding/interpretation of the task, overall analytical and facilitation approach and time line of execution;
2. Submission of interim progress reports, i.e. First and Second Interim Status Reports.
3. Draft Report on the HR Surveys with details on the provided objectives above; and
4. Final Report of the HR Surveys with recommendations.

1.2 The request for proposals (RFP) includes the following documents:

- | | | |
|-------------|---|---|
| Section I | - | Letter of invitation |
| Section II | - | Information to consultants
Appendix to Consultants information |
| Section III | - | Terms of Reference |
| Section IV | - | Technical proposals |
| Section V | - | Financial proposal |
| Section VI | - | Standard Contract Form |

1.3 Upon receipt, please inform us

- i. that you have received the invitation to submit a RFP.

ii. whether or not you will submit a proposal for the assignment

1.4 A complete set of the RFP document can be obtained from the Privatization Commission offices at **10th Floor, NSSF Annex Building (PARKING SILO) Community, Nairobi**, upon payment of a non-refundable fee of KES 1,000.00 for a hard copy payable to the Privatization Commission or downloaded free of charge from the Commission's website www.pc.go.ke or <http://www.tenders.go.ke>. Those who download the document should inform the Commission immediately via email info@pc.go.ke.

- 1.5 Complete proposal documents are to be enclosed in plain sealed envelopes marked with the tender reference number and addressed to ED/CEO Privatization Commission and either
- i. deposited in the Tender Box on **10th Floor, NSSF Annex Building (PARKING SILO) Community, Nairobi**
or
 - ii. dropped in the Procurement Office on **10th Floor, NSSF Annex Building (PARKING SILO) Community, Nairobi**

so as to be **received on or before 8th June 2021 at 11.00 a.m.**

Proposals should be submitted in two separate envelopes with completed technical and financial proposals clearly marked:

- (i) Technical proposal for consultancy services to undertake HR surveys on employee satisfaction, work environment and organizational culture
- (ii) Financial proposal for consultancy to undertake to undertake HR surveys on employee satisfaction, work environment and organizational culture.

Technical proposals will be opened thereafter at 11.30 a.m. at the **Boardroom on 10th Floor, NSSF Annex Building (PARKING SILO) Community, Nairobi**, in the presence of consultants or their representatives who choose to attend. **Please Note due to the observance of Covid 19 protocols, a consultant can only send one representative for the opening session.**

Prices quoted must be inclusive of all applicable taxes and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Yours sincerely,

Joseph Koskey
Executive Director/CEO

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page
2.1 Introduction	6
2.2 Clarification and amendment of RFP document	7
2.3 Preparation of Technical Proposal	8
2.4 Financial proposal	10
2.5 Submission, Receipt and opening of proposals	11
2.6 Proposal evaluation general	12
2.7 Evaluation of Technical proposal	12
2.8 Public opening and Evaluation of financial proposal ...	14
2.9 Negotiations	15
2.10 Award of Contract	16
2.11 Confidentiality	17
2.12 Corrupt or fraudulent practices	17
2.13 Tender Security	17

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the hard copy of tender document shall not exceed Kshs. 1,000/=.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all

invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in the Appendix, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) **CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal.** Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The RFP must remain valid for 120 days after the tender opening date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of the Proposal

The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria below:

EVALUATION CRITERIA

The tenders submitted will be evaluated in three (3) stages;

- I) Mandatory Requirements
- II) Technical Proposal and
- III) Financial Proposal.

The evaluation criteria will be based on the following weights: -

- a) Mandatory – Pass/Fail
- b) Technical – Out of 100% with a pass mark of 70%. The technical score to be aggregated to 80%
- c) Financial – 20%

2.7.1 Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to

important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than three (3) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans

own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the RFP within 21 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.5 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

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

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

2.13 Bid Security

2.13.1 The Consultant must submit a Bid Security (in a separate sealed envelope labeled 'Bid Bond') at the time of submitting the Proposals. The Bid Security must be in the form specified under clause 2.13.2 and must be issued for the benefit of the Commission.

2.13.2 The Consultant shall furnish, as part of its RFP, a Bid Security for the amount and form specified in the Bid Bond details under clause 2.13.2

- 2.13.2 The Bid security which shall be in the form of a bid bond shall be Kshs. 100,000 /= (Kshs. One Hundred Thousand Only) or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies (Approved by Public Procurement Regulatory Authority) which shall be in the form of a Banker's Cheque or cash deposited at the Commission's finance office and a receipt issued to that effect, a copy of which shall be enclosed when submitting the RFP, a bank guarantee or a bank draft issued by a reputable bank located in Kenya and valid for thirty (30) days beyond the validity of the RFP.
- 2.13.3 The Bid security is required to protect the Commission against the risk of Consultant's conduct which would warrant the Bid Security's forfeiture.
- 2.13.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form prescribed under clause 2.13.2.
- 2.13.5 Any RFP not secured with a Bid security denominated in Kenya Shillings or freely convertible currency will be rejected by the Commission as non-responsive.
- 2.13.6 Unsuccessful Consultant's Bid security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of the RFP validity prescribed by Commission.
- 2.13.7 The successful Consultant's Bid security will be discharged upon the Consultant signing the contract.
- 2.13.8 The Bid security may be forfeited:
- a) If a Consultant withdraws its RFP during the period of RFP validity specified by the Commission in this RFP document; or

b) In the case of a successful Consultant, if the Consultant refuses to enter into a written contract as required or fails to furnish any required performance security.

2.13.9 Within fifteen (15) days of receipt of the notification of Contract award, the successful consultant shall furnish the Commission with a Performance Security as indicated in the Appendix to "ITC" in exchange of the Bid Security. Such cover is meant to protect the Commission from the risk of the firm's under performance during the entire contract period. The cover is withdrawn upon the expiry of the contract.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **Privatization Commission, 10th Floor, NSSF Annex Building (PARKING SILO) Community, Nairobi, P.O. Box 34542 – 00100, NAIROBI.**

2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)** of the submissions received from the firms to which this Request for Proposal (RFP) has been sent. The firm that offers the highest combined (technical and financial) score shall be considered for award of the contract.

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are: **Provision of Consultancy Services on HR Surveys (as per the terms of reference).**

2.1.3 A pre-proposal conference will be held: **No**

2.1.4 The Client will provide the following inputs:

The Commission shall furnish the Consultant with design brief/wish list for the project.

In addition, the Commission:-

- i) Shall be responsible for; liaison between the Consultant and monitoring of the consultancy service;

- ii) Review reports/documents submitted by the consultant and give feedback to the consultant accordingly as provided for in the TORs; and
- iii) Provide the consultant with any other relevant assistance that may be required during the execution of the contract.
- iv) Provide list of staff and contact person for the exercise.

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; **as per terms of reference**

(iv) The minimum required experience of proposed professional staff is: **As per terms of reference**

2.1.6 (vii) Training is a specific component of this assignment: **No**

(viii) Additional information in the Technical Proposal includes: **As per terms of reference**

2.1.7 Taxes: The total financial proposal **MUST** be inclusive of all taxes applicable.

2.5.2 Consultants must submit **one original** and **one (1)** additional copy of the technical proposal.

2.5.3 The proposal submission address is:

**Executive Director/ CEO,
Privatization Commission,
10th Floor, NSSF Annex Building (Parking SILO) Community, Nairobi
P.O. Box 34542 00100
NAIROBI. Email: info@pc.go.ke**

Information on the outer envelope should also include:

Tender Number and tender description

2.5.4 Proposals must be submitted no later than the following date and time: **8th June 2021 at 11.00 a.m.**

2.6.1 The address to send information to the Client is

**Executive Director/ CEO,
Privatization Commission,
10th Floor, NSSF Annex Building (Parking SILO) Community, Nairobi
P.O. Box 34542 00100
NAIROBI.**

2.7 (a) Mandatory Evaluation

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

No	Requirements	Pass	Fail
1.	Company profile (Company history, contacts and services)		
2.	Certificate of incorporation/registration of the firm		
3.	Certified copy of CR12 issued by the Registrar of companies		
4.	Valid and current Tax Compliance Certificate		
5.	Two copies of the Request for Proposal (RFP) documents (Original and a copy)		
6.	Audited Accounts for the last 2 years (2018, 2019 or 2020 if available)		
7.	Proposal shall be serialized or serially numbered.		
8.	Copy of Valid Single Business Permit from County Government.		
9.	Duly completed and signed Confidential Business Questionnaire in the format provided.		

10.	Duly completed and filled anti-corruption self-declaration form		
11.	Bid Security of Kshs. 100,000.00 from a reputable bank or an Insurance Company (Approved by Public Procurement Regulatory Authority) and valid for thirty (30) days beyond the validity of the RFP		

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

(b) Technical Evaluation

The technical evaluation is as appended in the table below:-

No	Criteria	Marks
1.	Number and size of at least three (3) similar assignments carried out in the last three years for each proposal: A brief description of the assignment should be accompanied by a reference letter from the client i. Employee Satisfaction Survey - 5 marks ii. Work Environment Survey – 5 marks iii. Organizational Culture Survey – 5 marks	15 marks
2.	Methodology and Approach	40 marks
	Understanding of TORs and Consultants' initiatives and comments on the TORs for: i. Employee Satisfaction Survey - 3 marks ii. Work Environment Survey -3 marks iii. Organizational Culture Survey - 3 marks	9 marks
	Proposed techniques/tools: Effectiveness of the proposed data collection techniques	6 marks
	Adequacy of proposed work plan and suitability of the proposed methodology for the following:- i. Employee Satisfaction Survey – 3 marks ii. Work Environment Survey -3 marks iii. Organizational Culture Survey - 3 marks	9 marks
	Final report outline, project schedule, manning and	6 marks

	allocation of proposed staff for the surveys, as follows:- i) Employee Satisfaction Survey -2 marks ii) Work Environment Survey – 2 marks iii) Organizational Culture Survey – 2 marks	
	Provide sample reports given to your clients indicating the following: Specify software used to maintain and update your data. Describe the system you have, including its capabilities, analysis modules.	10
3.	Human Resource Capacity	25
	Team Leader: General education background, professional qualifications, training, length of experience, positions held, duration with the firm and experience relevant to the project (At least 10 years' experience): Provide contacts of the organizations for which the team leader has carried out surveys. At least a Master's Degree in a related field is required (Attach CV)	13
	Other key staff: Adequacy and capability of other key staff in carrying out the assignment: education, training and experience relevant to the survey (At least 5 years' experience). Provide contacts of the organizations for which the key staff have carried out surveys At least a Bachelor's Degree in a related field is required for any of two (2) staff proposed (Attach CVs).	12
4	Financial Capacity	10 marks
	Financial capabilities and adequate resources to undertake and complete the project. Submit audited financial reports for the last two (2) years (2018 and 2019 or 2020 if available). i. Annual Turnover: > Kshs. 10,000,000.00- Score 10 Marks ii. Annual Turnover: KShs. 6,000,0001-KShs. 10,000,000 – Score 6 Marks iii. Annual Turnover: KShs. 3,000,0001-KShs. 6,000,000 – Score 3 Marks iv. iv. Value < KShs. 3,000,000 – Score 1 Mark	

5	Neatness, orderliness and separation of the different items on the proposal with separators – 5 marks	5 marks
6	Value Addition	5 marks
	Value addition to our terms of reference provided in the RFP document – 5 marks	

Note;

Tenderers will only proceed to the financial evaluation stage if they score a minimum of 70 marks and above at this stage. Technical proposals will carry a weighting of 80%.

2.7.1 The minimum technical score required to pass: **Seventy Per Cent (70%)**

2.8.5 Alternative formulae for determining the financial scores is the following: **No alternative formulae**

The weights given to the Technical and Financial Proposals are:

$$\begin{array}{l} \mathbf{T} \quad = \quad \mathbf{0.80} \\ \mathbf{F} \quad = \quad \mathbf{0.20} \end{array}$$

2.9.1 The assignment is expected to commence on the **date of contract effectiveness** at **10th Floor, NSSF Annex Building (PARKING SILO) Community, Nairobi.**

2.13.9 Performance Security to be furnished by the successful consultant shall be 10% of the contract value.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

Table of Contents

	Page
1. Technical proposal submission form	28
2. Firms references	29
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	30
4. Description of the methodology and work plan for performing the assignment	31
5. Team composition and Task assignments	32
6. Format of curriculum vitae (CV) for proposed Professional staff	33
7. Time schedule for professional personnel	34
8. Activity (work schedule)	35

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____ [Title of consulting services] in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

On the data, services and facilities to be provided by the Client:

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date;

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar

Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	40
2. Summary of costs	41
3. Breakdown of price/per activity	42
4. Breakdown of remuneration per activity	43
5. Reimbursables per activity	44
6. Miscellaneous expenses	45

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the survey (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Description of Costs – Provision of CONSULTANCY SERVICES ON HR SURVEYS:-	Total price (Kshs) – Inclusive of Taxes
Provision of Employee Satisfaction Survey Consultancy Services	
Provision of Work Environment Survey Consultancy Services	
Provision of Organizational Culture Survey Consultancy Services	
Total cost - KES	

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Provision of CONSULTANCY SERVICES ON HR SURVEYS:- Remuneration Reimbursables Miscellaneous Expenses	
Total cost – KES	

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Provision of CONSULTANCY SERVICES ON HR SURVEYS:-				
Regular staff				
(i)				
(ii)				
Total cost- KES				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
Provision of CONSULTANCY SERVICES ON HR SURVEYS:-					
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
Total cost- KES					

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
Provision of CONSULTANCY SERVICES ON HR SURVEYS:-					
1.	Communication costs _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
Total cost- KES					

SECTION V: - TERMS OF REFERENCE

TORs FOR CONSULTANCY SERVICES ON EMPLOYEE SATISFACTION, WORK ENVIRONMENT AND ORGANIZATIONAL SURVEYS SURVEYS FOR THE PRIVATIZATION COMMISSION

5.1 BACKGROUND INFORMATION

The Privatization Commission is an organization body established under Section 3 of the Privatization Act (2005) to:

- Formulate, manage and implement the Privatization Programme;
- Make and implement specific proposals for privatization in accordance with the Privatization Programme;
- Carry out such other functions as are provided for under the Act; and
- Carry out other such functions as the Commission considers advisable to advance the Privatization Programme.

Currently the Commission has a total of thirty (30) staff members on board inclusive of interns and attaches, with staff establishment of sixty-three (63) employees.

5.2 EMPLOYEE SATISFACTION SURVEY

Privatization Commission is in the process of implementing the survey findings for the financial year 2020/21 with a view of improving staff morale and satisfaction; and to further retain the best qualified human capital that will enable the Commission achieve its mandate.

Introduction of deliberate plans to raise staff morale as a result of implementation of survey findings will guide management decisions in improving employees' working conditions. Informed employee decisions will contribute to improved work satisfaction and build motivation for staff to deliver the commission's mission and vision.

It is for this reason that the commission seeks to recruit a consulting firm to conduct work environment, employee satisfaction and organizational culture surveys to inform its quality service improvement strategies and conduciveness of work environment. Consequently, it is important to note that all the effort put should be geared toward ensuring efficiency in service delivery.

The improvement of the Privatization Commission's performance is to be pegged upon its ability to develop management structures that will be able to chart the direction in which the organization moves with the ability of inculcating a performance oriented culture through its work force.

5.2.1 JUSTIFICATION

The survey will provide the basis for the evidence-based planning for Privatization Commission and become the basis for factual decision making and policy development. At the same time, it will contribute to the establishing of a standard against which the progress made in the implementation of Human Resource strategies and policies will be monitored and evaluated.

The employee satisfaction survey will assist the Commission in:

- Determining the effectiveness of the Commission's policies, work environment, compensation and incentive systems.

- Providing information to enable the Commission to identify and improve programs and processes that are important to employees.
- Assessing the effectiveness of the Commission's leadership and management practices.
- Providing valuable insight into the challenges the Commission's leadership face in ensuring the Commission has a satisfied, committed and effective workforce.
- Develop and implement an interactive system of tracking employee satisfaction, to drive continuous improvement within the Commission and meet both internal and external customer expectations.
- Provide information that is critical in policy formulation at the Commission

5.2.2 OBJECTIVES OF THE SURVEY

The broad objective of the employee satisfaction survey aims at:

- Measuring employee satisfaction levels and taking action to increase retention of employees, morale, quality of work and productivity.
- Identifying current and potential employee needs and expectations and take action to address the needs and expectations in a fulfilling and timely manner.
- To determine the factors affecting job satisfaction among the employees of the Privatization Commission
- Evaluate the level of staff satisfaction with remuneration, staff benefits and welfare.
- Determine the level of staff motivation, morale and recognition by management.
- Determine the extent of training and development among staff;
- Find out the perceived current level of job satisfaction.
- To identify the job satisfaction gaps and mitigation measures.

- To establish the relationship between job satisfaction and performance in the Commission.
- Determine the Employee Satisfaction Index.

The specific objectives of the assignment shall include:

- Establish overall employee satisfaction level
- Identify factors affecting employee satisfaction
- Determine the extent to which these factors affect the employees' satisfaction.
- Determine the effectiveness of supervision, evaluation and appraisal of staff.
- Recommend measures to enhance staff satisfaction and productivity.
- Evaluate the impact of the Team Building Programme.
- Find out staff intentions to turnover and what drives the intentions.
- Evaluate the effectiveness of communication within the Commission.
- Develop a composite measure of staff satisfaction and use it to determine the overall rating of the current level of staff satisfaction.
- Recommend ways of sustaining and enhancing employee satisfaction.

5.2.3 SCOPE OF THE CONSULTANCY

The scope of the consultancy shall entail undertaking a survey on the level of employee satisfaction in the Commission, focusing on the manner in which the Commission manages its human capital and make recommendations on the way forward, with particular reference to;

- The Commission's human resources management policies.
- Work environment
- Compensation and incentive systems,
- Employee support systems
- Leadership and management practices
- Human communication within the Commission
- Employee relations and interaction.

- Current and potential needs and expectations of employees
 - Training and development
 - Work and methods practices
 - Equipment and tools
 - Prepare and submit an implementation plan that will serve to guide the commission in raising its Employee Satisfaction indexes.
-

5.2.4 PROPOSED TASKS

The key tasks to be undertaken by the consultant are as indicated here below:

- Design an appropriate method of undertaking the survey in line with internationally acceptable standard, targeting all employees of the Commission.
- The consultant shall identify the factors that determine the levels of job Satisfaction among the employees of the Commission.
- The consultant shall seek to relate the working conditions, remuneration, Performance management system, reward system, management practices and relations, Communication systems, team work and the level of understanding of the vision, Mission and common purpose and other factors as may be identified by Employees to job satisfaction with the aim of identifying constraints which hinder Efficient and effective service delivery and gaps to be addressed through the Recommendations.
- The consultant shall identify the job satisfaction gaps.
- The consultant shall provide job satisfaction mitigation measures
- The consultant shall give suggestions on the improvement of the current job Satisfaction levels among the employees of the Commission.
- The consultant shall determine the employees' attitude towards the working Conditions.

- The consultant shall determine the employees level of satisfaction on the remuneration package.
- To establish employee's perception on the performance management system used by the Commission.
- To establish the extent to which employees are involved in target setting.
- To find out if good performance is rewarded in the Commission
- To establish if the communication mechanisms in place provides for feedback.
- Establish whether the employees in the Commission have a clear understanding of the vision, mission and common purpose that elicits commitment to delivery of services.
- Establish if the Commission has put in place activities that enhances teamwork
- Review and analyze the responses.

5.3 SURVEY OUTPUTS

1. Inception report - setting out the methodology, sampling strategy and sample size, proposed data collection instrument and timeliness of activities.
2. All employees to be interviewed at all levels (all departments and all cadres).
3. Baseline data, both quantitative and qualitative on the various variables under study,
4. Progress reports
5. Draft report
6. Final reports both in hard and soft copy. The report should clearly state the findings, conclusions, and recommendations to achieve a well-motivated and satisfied work force. The report should point out outstanding areas, which need urgent attention and the recommendations should clearly state the required actions to address the issues pointed out. The report should contain the baseline data.

5.4 WORK ENVIRONMENT SURVEY

5.4.1 INTRODUCTION

The most important thing that influences employee motivation and happiness, and how productive and efficient they can be, all goes down to their working environment. A healthy workplace environment improves productivity and reduces costs related to absenteeism, turnover, workers' compensation, and medical claims. It is therefore important for the Commission to undertake this survey.

5.4.2 JUSTIFICATION

The work environment survey will assist the Commission in:

- Determining the effectiveness of the Commission's policies and work environment.
- Providing information to enable the Commission to identify and improve work environment that is important to employees.
- Provide information that is critical in policy formulation at the Commission

5.4.3 OBJECTIVES OF THE ASSIGNMENT

This survey will be used to measure the organization's work environment and its suitability for the employees' service delivery. Although achieving a good working environment is vital for employee's safety and welfare, it also ensures that efficient and effective service delivery is achieved through loyalty and passion for work.

In pursuit of improving working environment for its employees and to be responsive to their need, the Commission wishes to gain insights into the perceptions of its

work environment levels. This calls for undertaking work environment survey that assist Privatization Commission make quality decisions and develop a strategy for planning suitable working environment for its employees.

The broad objectives of the Work Environment survey aim at:

- Measuring the extent to which the Commission's employees perceive the conduciveness of the working environment as a factor influencing productivity.
- Identifying current and potential employee needs and expectations and take action to address the needs and expectations in a fulfilling and timely manner.

The specific objectives of the assignment shall include:

- Establish overall Work Environment level
- Identify work environment issues affecting employee and propose recommendation for improvement
- Determine the extent to which these factors affect the employees' productivity.
- Physical work environment including social, psychological, environmental and ergonomic factors.
- Identify specific areas that require improvement;
- Recommend measures to enhance work environment
- Document proposed recommendations as given by employees to improve work environment status and prepare an action plan with clear time-lines to implement the proposed strategies.
- Determine the work environment level as per the time of the survey
- Recommend ways of sustaining and enhancing a conducive work environment.

5.4.4 SCOPE OF THE CONSULTANCY

The survey should be designed to assess employees' perception of how well the Privatization Commission is providing a conducive work environment which encourages productivity; personal growth, safety and communication. The task also involves identification of work environment factors to identify the ones that provide the best opportunity to improve work environment in the Privatization Commission. The survey should indicate opportunities that exist for the development of improvement strategies. Prepare and submit an implementation plan that will serve to guide the commission in raising its work environment indexes.

5.4.5 PROPOSED TASKS

The Consultant will be required to define clearly necessary information, material and data to measure and must find adequate methods for measuring it along with a clear cut definition of population he wants to study, The procedure to be used must be carefully planned. The research design must make enough provision for protection against biasness and must maximize reliability, with due concern for the economical completion of the survey. The design must be rigid and must focus attention on the following

- Formulation of study objective
- Designing the methods of data collection
- Gather and acquaint itself with necessary material, information and data to assist in the survey (Data collection)
- Identify aspects and factors that have gaps and propose actions to be taken.
- Processing and analyzing the data
- Collecting related information.
- Report writing

The scope of the consultancy shall entail undertaking a survey on the staff perception of the work environment/conducive level of work environment in the Commission, focusing on the manner in which the Commission manages its operational infrastructure and make recommendations on the way forward, with particular reference to;

- Provision of basic working tools e.g. computers, photocopy machine, printers, up roans, globes etc.
 - Office space
 - Parking space
 - Availability of stationery
 - Ventilation of offices
 - Security
 - Current and potential needs and expectations of employees
 - Training and development
 - Work and methods practices
 - Equipment and tools
 - Safety

In carrying out the surveys, the consultant shall put in consideration the target population of all employees.

5.5 ORGANIZATIONAL CULTURE SURVEY

5.5.1 THE OBJECTIVE

This survey will be used to measure the level of organizational culture that exists within Privatization Commission. The workplace with good organizational culture is the lifeline of any organization.

The overall objective of this organizational culture survey will be to align the Commission's culture with its mandate and strategic orientation through the development of the right culture required for sustained execution of the Commission's goals and objectives, for institutional performance.

The Commission is seeking consultancy services to conduct the survey that will provide recommendations for positive culture change aimed at shifting the Commission employees' attitudes and behaviours in order to meet and exceed clients' satisfaction, employees' retention and growth.

Given the impact organizational culture has in breaking down real or and perceived boundaries between silo working teams, in guiding decision-making and improving workflow; the Commission is keen to define, standardize and mainstream her would be predictable, best and fit-for-purpose culture among all its staff members, interns and attaches, as they individually and or collectively work and position the Commission as a performing institution.

5.5.2 SCOPE OF THE STUDY

The specific tasks to be carried out by the Consultant will include:

- Gather and acquaint itself with necessary material, information and data to assist in the survey
- identify organizational culture attributes that exist at Privatization Commission
- Establish the conducive workplace organizational culture attributes
- Benchmark organization culture best practices
- Assess the Commission's current organization culture and prepare the report. The scope of the assignment will cover 29 staff that is inclusive of interns and attaches.

- Recommend an appropriate organizational culture change strategy for the Commission for responsive customer service, team synergy, employee commitment and retention, organizational performance, employee training and development, responsibility and decisions ownership and effective communication among others.
- Identify and propose potential gaps that may impact the development of positive culture change at the Commission and develop a comprehensive mitigation plan
- Assessment of the Commission organizational culture knowledge among staff
- Analyze the collected data to show the level of workplace organization culture
- Identify aspects and factors that have gaps and propose actions and recommendations to be taken.
- Create sensitization awareness to management and staff; and provide them with knowledge, skills, competence and tools for adjusting to the desired organizational culture.
- Recommend clear and measurable objectives of the desired culture and culture change actions with milestones that can be evaluated on continuous basis to contribute to monitoring the implementation of the culture change process.

5.5.3 KEY DELIVERABLES/ EXPECTED OUTPUTS

The key output from this assignment will be:

- Within five (5) days after commencement of the consultancy, a detailed Inception report and work plan outlining the data collection methodologies to be employed, a clear set of activities, logistical arrangements and timetable

within which the various activities relating to the consultancy will proceed, will be presented to the Manager Human Resource & Administration for approval.

- Indication of the level of Work Environment (conduciveness index).
- A recommended and implementable interactive system of tracking and maintaining high levels of Work Environment.
- Indication of the level of employee satisfaction (satisfaction index).
- Indication of the level of organizational culture (satisfaction index).
- A recommended and implementable interactive system of tracking and maintaining high levels of employee satisfaction.
- Detailed report on key findings and recommendations on the level of employee satisfaction that must also lay the foundation on how the Commission should ensure that it develops and retains a highly satisfied and effective workforce.
- A comprehensive survey report including the Employee work environment and employee satisfaction Indexes, and an intervention implementation plan at the end of the consultancy.
- The consultants will also prepare an exit report that analyses the entire process (once complete) and makes recommendations where appropriate to improve all/any aspects of the process for possible future implementation.
- Identify aspects and factors that have gaps and propose actions to be taken.
- Prepare a draft report for discussion with the Commission Management.
- Edit report incorporating comments from the PC and present the report in a session with the Commission Management team.
- Officially submit final report(s) to Privatization Commission.

The Privatization Commission will:

- Assist the consultant with any relevant documents or information that would assist in the surveys;
- Provide the organization time to staff to participate in the surveys.

5.6 EXPERTISE REQUIRED

A team of consultants/ organization (consisting of one team leader and at least one other key expert) is required, with an extensive and proven mix of skills and expertise in the fields of human resource development (including training/capacity building), public sector transformation, organizational culture, change management, leadership development, project management, customer relations, marketing or social sciences research. Previous experiences of similar work in other organizations will be a distinct advantage.

5.7 INDICATIVE TIMING AND DURATION

This consultancy will run for five (5) weeks. The phases to be provided by the consultant, with the expected date of completion, are listed in the table below:

Reports/submissions	Timeframe -from commencement date
Project Plans submitted	Week 1
Literature reviewed and draft tools submitted	Week 2
Pilot surveys completed and survey tools refined submitted	Week 3
Employee satisfaction and Work Environment data collected and analysed	Week 4
Final Survey Report submitted	Week 5

5.8 PROPOSAL

The Consultancy firm will be expected to submit technical and financial proposals which in addition to the requirements set out in **Appendix Information to Consultants** should include:

- i. A brief profile and description of the Consultancy demonstrating their ability to achieve tight deadlines and flexibility in meeting clients' needs;
- ii. A brief profile of at least three key personnel showing areas of specialization;
- iii. List and evidence of relevant work experience as stipulated in this tender document;
- iv. At least five duly signed references on client's letter head revealing some of the assignments by the firm in the area of HR Surveys;
- v. Duly filled Mandatory Confidential Business Questionnaire Form, Appendix D;
- vi. A copy of Valid Tax Compliance Certificate from KRA.

5.9 QUALIFICATIONS OF THE FIRM

- i. The firm must demonstrate that it possesses the knowledge, skills and other competencies needed to perform its responsibilities with due professional care. The firm must have at least five (5) years' professional experience in carrying out HR Surveys;
- ii. The firm must have the requisite technical and professional expertise reflected in the qualifications and experience of the personnel who would be dedicated to the assignment;
- iii. The firm should provide at least three (3) key personnel who should have the relevant qualification in the field (submit detailed curriculum vitae for the 3 key personnel) as indicated below:

The **Team Leader** for the assignment must have:

- a. at least seven years' experience in carrying out HR Surveys;
- b. a degree in Public Relations, Marketing, Commerce or equivalent qualifications from a recognized university;
- c. a Master's degree;
- d. be a member of a relevant professional body in good standing.

The additional 2 staff members should:

- a. possess a relevant degree,

- b. have professional qualification in Public Relations, Marketing, Customer Service or Human Resource Management or any other relevant field;
 - c. be a member of a professional body in good standing;
 - d. have three years' experience in carrying out HR surveys.
- iv. The firm must demonstrate their past practical experience in conducting HR surveys for reputable organizations including Government Ministries and State Corporation (Provide at least five letters of recommendation on clients letter head);and
- v. The firm must provide adequate methodology and a work plan for achieving the desired objective within the shortest time.

5.10 PAYMENT SCHEDULE

The payment schedule will be as agreed during the pre-contract negotiation meeting with the successful firm.

SECTION VI:

STANDARD FORMS OF CONTRACT

a. ANNEX I – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

ANNEX I

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called "the Contract"] is entered into this _____[*Insert starting date of assignment*], by and between **ED/Chief Executive Officer, Privatization Commission of P.O. Box 34542 00100 Nairobi** whose registered office is situated at **10th Floor, NSSF Annex Building (Parking SILO) Community, Nairobi** (hereinafter called "the Client") of the one part AND

_____ [*Insert Consultant's name*] of [or whose registered office is situated at] _____ [*insert Consultant's address*] (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in

Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing on_____ [Insert starting date] and continuing through to_____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed_____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs_____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs_____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs_____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs_____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days

following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates **Human Resources and Administration Manager** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5 Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential

information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed

between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

- 1. Please acknowledge receipt of this letter of notification signifying your acceptance.
- 2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- 3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of

Incorporation / Registration No.Location of business premises:

CountryPhysical address

Town Building.....

Floor.....Plot No.

Street / Road Postal Address

Postal / Country Code.....Telephone No's.....

Fax No's. E-mail address

Website

Contact Person (*Full Names*) Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only) Local Authority Trading License No. Expiry Date
Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/KShs**)

.....

Was this successfully undertaken? **Yes / No.**(If **Yes**, attach reference)

Name (s) of your banker (s)

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

.....

Company Profile

(Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships

Give details of partners as follows:

Full Names

Nationality

Citizenship Details

Shares

1.

.....

2.

.....

3.

.....

4.

.....

Company Profile(Attach brochures)

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature

Dated thisday of 2019.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

In the capacity of

Dated thisday of 2019.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of2019

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

.....
(Title)	(Signature)	(Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
.....			
2.....
.....			
3.....
.....			
Contact person (Full Names)			
E-mail address.....			
Cell phone no			



SELF-DECLARATION FORM - ANTI-CORRUPTION DECLARATION

We **(insert the name of the company / supplier)**----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that EACC may have.

Name.....Signature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We **(insert the name of the company / supplier)** -----declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We **(insert the name of the company / supplier)** -----declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

TENDER SECURITY FORM
(on the issuer's letterhead)

Whereas[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called "the Tenderer")

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at [name of procuring entity] (hereinafter called "the Bank")are bound unto.....

[name of procuring entity] (hereinafter called "the procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this_____ day of 20__

THE CONDITIONS of this obligation

are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM
(on the issuer's letterhead)

To:

.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____20__ to supply.....

[Description services] (Hereinafter called "the contract")

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

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.. [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)