



PUBLIC SERVICE COMMISSION

TENDER DOCUMENT

CONSULTANCY SERVICES TO UNDERTAKE BOARD EVALUATION FOR THE PUBLIC SERVICE COMMISSION

TENDER NO. RFP/PSC/003/2020/2021

**PUBLIC SERVICE COMMISSION
PO BOX 30095-00100
NAIROBI**

ISSUE DATE: 9TH NOVEMBER 2020

CLOSING DATE: 23RD NOVEMBER, 2020, 11:00AM

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SECTION I - LETTER OF INVITATION

INVITATION TO TENDER

TENDER NO: RFP/PSC/003/2020-2021

REQUEST FOR PROPOSALS TO UNDERTAKE COMMISSION BOARD EVALUATION FOR THE PUBLIC SERVICE COMMISSION

The Public Service Commission is an independent Commission established under Article 233 of the Constitution. The mandate of the Commission is spelt out in Articles 234, 155(3)(a), 158(2)(3) and (4), 171(2), 230(2)(b) and 236 of the Constitution.

The Public Service Commission would like to carry out a board evaluation with a purpose of enhancing the performance and contribution of each of its Commissioners, as well as improving the effectiveness of the Board as a whole in fulfilling its role.

The Commission therefore invites proposals from qualified and interested consultancy firms and individuals to carry board evaluation as per the detailed terms of reference contained in the tender document.

Tender document with detailed information can be viewed and downloaded from www.publicservice.go.ke and <http://supplier.treasury.go.ke> websites free of charge.

Alternatively, tender documents may be obtained from procurement office Room 05 on ground floor upon payment of a non-refundable fee of Kshs.1000 at cash office during normal working hours.

Completed Proposal documents should be deposited in the Tender box at the Ground Floor, Commission House so as to be received on or before **11.00 am on 23rd November 2020**

Request for Proposals submitted on time will be opened immediately thereafter in the presence of the bidder's representatives who choose to attend at the Commission's Annex Boardroom, Nairobi.

Secretary/CEO
PUBLIC SERVICE COMMISSION

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 Public Service Commission will select a consultant among those who submit a responsive bids, in accordance with the method of selection detailed in the evaluation criteria. The consultant selection method shall be quality and cost based selection method

2.1.2 Bidders invited to submit a Technical Proposal and a Financial Proposals in one document.

2.1.3 Interested consultants must familiarize themselves with local conditions, commission operating environment, and the guiding principles of the public service, seek clarification 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. Consultants should contact the details provided in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference.

2.1.4 PSC will provide the inputs specified in the Appendix “ITC”.

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 employees, committee members, board members and their relative (spouse and children) are not eligible to participate in this tender.

2.1.7 The price to be charged for the tender document will be Kshs.1, 000. If the bidder wishes to collect the document in hard copy, however the document can be downloaded free of charge from PSC the website and national tenders portal

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, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by mail, 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 a firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by email, cable, telex or facsimile to all interested 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.

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

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

- 2.3.3 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 and 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 and the tasks that would be assigned to each staff team member and their timing.
 - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
 - (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
 - (vii) A detailed description of the proposed methodology, staffing and training, if Appendix "A" specifies training as a major component of the assignment.
 - (viii) Any additional information requested in Appendix "A".

2.3.4 The Technical Proposal shall not include any financial information (should be in separate document)

2.4 Preparation of Financial Proposal

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

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

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

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

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

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

2.5.1 The original proposal (Technical Proposal and, Financial Proposal; see paragraph. 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 TENDER OPENING COMMITTEE.**"

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

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee.

The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 MANDATORY REQUIREMENTS:

The Consultancy firms must meet all the mandatory requirements in order to proceed to the Technical Evaluation stage.

N.B Only bidders that meet ALL the mandatory requirements will proceed to the technical evaluation.

MANDATORY REQUIREMENTS		
No.	Mandatory Documents to be submitted	YES/NO
	A copy of company registration/incorporation certificate	
	The firm must have been in existence for a minimum period of ten years	
	A Valid Tax Compliance certificate	
	Submit 1 original & 1 copy of each Technical and Financial Proposal - and must have ALL pages serialized/paginated , signed & stamped accordingly and book bound.	
	Audited Financial statements for the last three years (2019 , 2018 & 2017)	
	Attach duly filled, signed and stamped confidential business questionnaire indicating shareholding for the applicable firms (Must attach CR 12)	
	Submit a statement in the letterhead of the bidder indicating that your company and that of the joint venture if any are not insolvent, in receivership, bankrupt or in the process of being wound up	
	Submit a statement in the bidder's letterhead indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings.	
	A professional indemnity cover of not less than Kshs 5M	
	Lead consultant must be a an accredited governance auditor and a member of Institute of Directors or Institute of Certified Secretaries ,or an international equivalent	
	Submit CVs of key staff and copies of academic and professional certificates ; Copies of certificates must be certified by commissioner of oaths.	

2.8 Evaluation of Technical Proposal

TECHNICAL EVALUATION CRITERIA FOR CONSULTANCY SERVICE TO UNDERTAKE COMMISSION BOARD EVALUATION FOR THE PUBLIC SERVICE COMMISSION:

The Technical Evaluation pass mark **shall be 80%**.

Technical Evaluation criteria:

	Technical Evaluation	Total Marks	Marks Awarded
1.	<p>Specific Experience of the firm/consultant related to the assignment (Board/Performance/Productivity Management).</p> <p>(i) Provide THREE (3) organizations. (at least one must be in the public service) references that your firm has successfully provided for similar services</p> <p>(ii) Provide a list and attach three (3) contracts/LSOs from the clients with details of contact persons and contract price of each.</p>	<p>Each assignment scores 5 marks</p>	
		15	
2.	<p>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference.</p> <p>(i) Methodology of implementing the assignment</p> <p>(ii) Understanding the scope of work / interpretation of TOR's</p> <p>(iii) Work plan to incorporate all the activities to be undertaken as per the Terms of Reference and timeframes</p> <p>(iv) Organization structure and staffing (Organogram) for the consultancy</p> <p>(v) Demonstrate Knowledge and Skills transfer upon completion of assignment</p>		
		40	

<p>3.</p>	<p>Team Leader Qualifications</p> <ul style="list-style-type: none"> i. Master’s Degree in Business Administration, Economics, Human Resource or Law (Attach certificate)– 3 Marks ii. Bachelor’s Degree in Business Administration, Economics or Law (Attach certificate)– 2 Marks iii. Membership of the institute of Directors, ICS or equivalent (Attach proof) – 5 Marks iv. Accredited Governance Auditor by ICS (Attach proof) – 5 Marks <p>Experience</p> <ul style="list-style-type: none"> (i) At least 15 years’ experience in performance and productivity management, conducting individual and institutional review, experience in corporate governance consultancies in large organisations. Proof of the same is required – 2 Marks (ii) Undertaken at least three verifiable and comparable projects as the lead consultant within the last seven years; (Attach recommendation letters) – 6 Marks (iii) Extensive conceptual and practical knowledge of Kenya’s national development goals and government operations; Experience in working and collaborating with stakeholders including government agencies in Kenya – 1 Mark (iv) Demonstrated experience in capacity development initiatives, notably at institutional, sectoral and national levels – 1 Mark 	<p>25</p>	
<p>4.</p>	<p>Other key staff (1 Consultant) The other team member:</p> <ul style="list-style-type: none"> (i) Must have at least a Bachelor’s degree with a bias in Human Resource Management, law, Economics or Business Administration; - 3 Marks (ii) Certified Public Secretary in Kenya (Attach Proof) – 4 Marks (iii) Must have at least five years’ relevant experience; Proof of the same is required – 2 Marks (iv) Participated in at least three verifiable and comparable projects either as lead 	<p>15</p>	

	consultants or members of a team within the last five years (Attach recommendation letters) – 6 Marks		
6.	Value addition to the consultancy and presentation	5	
	TOTAL	100	

The number of points to be given to each evaluation sub criteria for qualification of the Consultant are: -

	Points
(i) Experience of the firm / consultant	10
(ii) Proposed work plan and approach	55
(iii) Key Professional personnel	30
(iv) Value addition/presentation	05
Total	100

The minimum technical score required to pass is 80 points.

2.9 Public Opening and Evaluation of Financial Proposal

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

2.9.2 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.

2.9.3 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 un-priced 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.

- 2.9.4 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.
- 2.9.5 The formulae for determining the Financial Score (*Sf*) shall, unless an alternative formula is indicated in the Appendix “ITC”, be as follows: -
 $Sf = 100 \times \frac{F_M}{F}$ where *Sf* 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 (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *p* = 1) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.9.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.9.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Negotiations

- 2.10.1 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.
- 2.10.2 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.

2.10.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.10.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.10.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.11 Award of Contract

2.11.1 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.

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

2.11.3 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.

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

2.11.5 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.

- 2.11.6 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.

2.12 Confidentiality

2.12.1 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.

2.13 Corrupt or fraudulent practices

2.13.1 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.

2.13.2 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.

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

Appendix to Information to Consultants

The following information for procurement of 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: Public Service Commission

2.1.1 The method of selection is: Cost and Quality Based Selection

2.1.2 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are as given in the tender document:

2.1.3 The name(s), address (es) and telephone numbers of the Client's official(s) are:

**The Commission Secretary/CEO,
Public Service Commission,
P.O Box 30095-00100,
Nairobi**

2.1.4 The Client will provide the following inputs:

- Clarifications regarding the assignment
- Documents and reports that will aid the consultant understand the operating environment of the Commission.
- details as per the terms of reference

2.1.5 (i) The estimated number of professional staff months required for the Assignment is; 2 months

(ii) The minimum required experience of proposed professional staff is:
as per the terms of reference

2.3.3 Training is a specific component of this assignment: **Yes**

2.5.3 The proposal submission address is:

**The Commission Secretary/CEO,
Public Service Commission,
P.O Box 30095-00100,
Nairobi**

Proposals must be submitted no later than the following date and time **23rd November 2020 at 11:00am.**

Consultants must submit an original and one additional copy of each proposal.

2.6.1 The address to send information to the Client is

**The Commission Secretary/CEO,
Public Service Commission,
P.O Box 30095-00100, Nairobi**

2.8 **The minimum technical score required pass mark is 80%**

2.9.5 The weights given to the Technical and Financial
Proposals are: T=_____ (0.80)
P=_____ (0.20)

2.11.2 The assignment is expected to commence on at a date to be communicated to the selected consultant.

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

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

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 5 Years That Best Illustrate Qualifications

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

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

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT. (You may use additional paper – same format)

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.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

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1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

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

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, Days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

DETAILED DESCRIPTION OF TERMS OF REFERENCE FOR CONSULTANCY TO UNDERTAKE BOARD EVALUATION FOR PSC COMMISSIONERS.

INTRODUCTION

The Public Service Commission is an independent Commission established under Article 233 of the Constitution and mandate spelt out in Articles 234, 155, 158, 171, 230 and 236. The mandate entails establishment and abolition of offices, provision of competent human resource, promotion of good governance and ensuring efficiency and effectiveness in the provision of quality services in the Public Service.

Purpose of the Consultancy:

The Public Service Commission would like to carry out a board evaluation with a purpose of enhancing the performance and contribution of each of its Commissioners, as well as improving the effectiveness of the Board as a whole in fulfilling its role.

Scope of Work:

- A. Evaluate the general operations of the Commission and in particular to assess whether:
 - i) There is clear segregation of responsibilities between the Commission and management;
 - ii) Clarity in the roles, functions and responsibilities of the Commission and the Committees and their terms of reference, reporting procedures, overall efficiency and effectiveness
 - iii) Clarity in the roles, responsibilities, duties, performance and effectiveness of individual Commissioners; the Chairman, CEO/Secretary to the Commission
 - iv) Review the general structure of the Board in terms of style and dynamics;

- B. Evaluate the performance effectiveness of the collective Commission, the individual Commissioners, the Chairman, the Chief Executive Officer/Secretary to the Commission, the committees of the Board and their respective Chairs, in terms of:
 - i) Meeting attendance; agenda and the board papers; management, effectiveness and appropriateness of meetings;
 - ii) adequacy of the board policy of information/communication to and from the Board;

- iii) Strategy, stewardship of resources, talent (management of the human capital), risk & knowledge management, and in enhancing innovative creativity/strategic thinking;
- iv) Exercising leadership, enterprise, integrity and judgement in providing direction and effective oversight to the organization in the performance, transformative leadership, compliance and concordance roles;
- v) Assess the objectivity, independence and impartiality of the Commission and Management;
- vi) Assess the Board mechanism for assessing performance and make recommendations.

C. Appraisal and review of governance instruments and frameworks to assess Commissioners' management of risk, legal compliance and accountability. In this regard, the Consultant should consider:

- i) The adequacy of the governance framework, policies, instruments and documents now and their suitability for the purpose into the future.
 - a. The adequacy and suitability of the governance framework, policies, instruments and documents now and into the future
 - b. The overall effectiveness of the governance structures, processes and systems in place
- ii) Analysis of the impact and results obtained from implementation of the governance processes.

Deliverables

- 1) Draft Report of the evaluation exercise incorporating the Chairman's and Commissioners' feedback;
- 2) Consultant's independent evaluation;
- 3) Findings & Recommendations for improvement;
- 4) Final report.

Proposed Work Schedule

The consultant will include the following in their work schedule:

- a) Inception
 - i. Develop a detailed proposed methodology and a Work Implementation Plan

- ii. Develop an evaluation tool for the Commission, that allows for self and peer assessments, confidential interviews and 360° with a view of bringing out their unique and relevant competences to determine their value as Commissioners as per the Board Charter
- iii. Link Chairman's own performance to both the performance of each board member as well as to the operations of the Board as a whole. Each board member assesses the Chairman based on a checklist relating specifically to the Chairman's duties. The Chairman in turn assesses the board members with reference to a board member's checklist.

b) Review of Existing Documents and Records

Review documents relevant to the evaluation including but not limited to:

- a. Board Charter
- b. Corporate Governance Structure
- c. Structure and Responsibilities of Board Committees
- d. Rules in place for implementing Board's policies and decisions.
- e. PSC Strategic Plan
- f. PSC operations and structure

c) Consultative Meeting

- i. The Consultant will be required to hold a consensus-building meeting with Commissioners.
- ii. Discuss engagement procedures (Define Role of Commission and that of Consultant)
- iii. Agree on the plan of action indicating the activities to be undertaken towards the evaluation of the Board.
- iv. Define the Commission and management roles in the evaluation process.

d) Collection of Primary Data and Data Analysis and Interpretation

- i. The Consultant to determine the best approaches to collect the relevant primary data, carry out the data analysis and interpretation of the same.
- ii. Data analysis will involve extraction of meaningful information from raw data. The analysis will be guided by the terms of reference.

1. Reporting

In Execution of this assignment, the consultant will work closely with the Chief Executive Officer and report directly to the Chairman of the Commission.

Any queries or comments concerning these terms of reference or any aspect of the assignment are to be directed to the Chief Executive Officer.

Negotiation

The Commission will invite and negotiate with the successful bidder. The negotiation will be on both the technical and financial bids.

SECTION VI: STANDARD FORMS OF CONTRACT

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 _____ [Insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address](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. \

(i) **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 herebelow. 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 A. Coordinator.

The Client designates _____ [insert name] 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.

Administration

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 The Consultant undertakes to perform the Services with **Standards** 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 subcontract 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; _____

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.

- a)
- b) Please acknowledge receipt of this letter of notification signifying your acceptance.
- c) 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.
- d) 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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1: General:

Business Name

Location of business premises

Plot No.

Street/Road

Postal Address

Office Tel. No.

Mobile:.....

Fax No:.....

Email Address:.....

Nature of business:.....

Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT

CHAPTER 15 LAWS OF KENYA

AND

**IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT,
2015**

I, holder of Identity card no..... and care of P.O. Box and being a resident of in the Republic of Kenya do hereby make oath and state as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of (name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Public Service Commission and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Public Service Commission, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Public Service Commission.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non- performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.
5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.
6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.

- 7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.
- 8. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at	}	
by the said	}	
.....	}	
Name of Chief Executive/Managing Director/	}	
Principal Officer/Director	}	
on this day of 2020}	}	
	}	
	}	_____
	}	DEPONENT
Before me	}	
	}	
Commissioner for Oaths	}	