

# **KENYA WATER INSTITUTE**



P.O. BOX 60013 – 00200, NAIROBI.  
Tel: 254-020 6007425/ 6007433 /6007348  
Fax No : 254-20-6006718  
Mobile : 0722-207757

## **REQUEST FOR PROPOSALS FOR CUSTOMER SATISFACTION, EMPLOYEE SATISFACTION, WORK ENVIRONMENT SURVEY AND LEGAL AUDIT**

**TENDER NO: KEWI/TEN/014/2014-2015**

**NOTICE DATE: WEDNESDAY 3<sup>RD</sup> JUNE, 2015**

**CLOSING DATE: WEDNESDAY 17<sup>TH</sup> JUNE, 2015**

## TABLE OF CONTENTS

SECTION I.	Letter of Invitation .....	3
SECTION II.	Information to consultants.....	4
	Appendix to information to Consultants.....	11
SECTION III	Technical Proposal .....	13
SECTION IV.	Financial Proposal .....	23
SECTION V	Terms of Reference .....	27

## **SECTION I - LETTER OF INVITATION**

To .....

3<sup>rd</sup> June, 2015

Dear Sir/Madam,

### **REF. NO: KEWI/TEN/014/2014-2015 REQUEST FOR PROPOSALS FOR CUSTOMER SATISFACTION, EMPLOYEE SATISFACTION, WORK ENVIRONMENT SURVEY, AND LEGAL AUDIT**

- 1.1 **Kenya Water Institute** invites proposals for consulting services for conducting a Customer satisfaction, Employee satisfaction, Work Environment Survey and Legal Audit.
- 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 - Technical proposals
  - Section IV - Financial proposal
  - Section V - Terms of Reference

Yours sincerely

Dr. Lenita A. Sumba  
**Aq. DIRECTOR**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Kenya Water Institute will select a firm among those who will submit their proposals in accordance with standard guidelines and the method of selection shall be **Quality and Cost Based Selection**.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Terms of Reference for consulting services required for the assignment mentioned there in. 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 first hand information on the assignment and on the local conditions, consultants are encouraged to **liase with the Client regarding any information that they may require** before submitting a proposal.
- 2.1.4 Kenya Water Institute will provide the inputs specified in the Terms of Reference, which will 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 Kenya Water Institute employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 Kenya Water Institute shall allow the tenderer to review the tender document free of charge before purchase.

### **Clarification and Amendment of RFP Documents**

- 2.1.8 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 to information to consultants sec.2.13.10. 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.
- 2.1.9 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 has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in the TOR, 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 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.

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 IV). 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.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

- 2.5.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare **two (2) copies** of each document. The 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 a copy 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”.(sec.2.13.10) 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” (sec 2.13.10). 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 Technical Proposal**

- 2.7.1 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 as follows:-

	<b>Points</b>
(i) Specific experience of the consultant Related to the assignment	<b>(20)</b>
(ii) Adequacy of the proposed work plan and Methodology in responding to the terms of reference	
a) Technical approach and methodology	20
b) Work plan	10
c) Organization and staffing	10
<b>Total points for criteria (ii)</b>	<b>(40)</b>
(iii) Qualifications and competence of the key staff for the assignment	
a) Team Leader	20
b) Team Members	20
<b>Total points for criteria (iii)</b>	<b>(40)</b>
<b>Total Points</b>	<b><u>100</u></b>

- 2.7.2 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" (sec.2.13.14).

## **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 seven (7) 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 (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
$$Sf = 100 \times \frac{FM}{F}$$
 where Sf is the financial score; FM 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) where  $T + P = 1$  and the weights given to the Technical and Financial proposal are:-

T= (0.80 to 0.90)

P= (0.10 to 0.20)

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 tender within 30 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 with Kenya Water Institute with an aim to reach an 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
- 2.9.3 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.
- 2.9.4 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.5 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.
- 2.9.6 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.
- 2.9.7 Kenya Water Institute 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 as specified in the Terms of Reference.
- 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 Kenya Water Institute may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 Kenya Water Institute 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 Kenya Water Institute 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 Kenya Water Institute 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

## 2.13 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 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

- 2.13.1 The name of the Client is: **KENYA WATER INSTITUTE**
- 2.13.2 The method of selection is: **Quality and Cost Based Selection**
- 2.13.3 Technical and Financial Proposals are requested: **Yes**
- 2.13.4 The name, objectives, and description of the assignment are:  
  
**REQUEST FOR PROPOSALS FOR CUSTOMER SATISFACTION, EMPLOYEE SATISFACTION, WORK ENVIRONMENT SURVEY AND LEGAL AUDIT**
- 2.13.5 A pre-proposal conference will be held: **No**
- 2.13.4 The Client will provide the following inputs:
- a) Copies of existing relevant reports and documents
  - b) Nominate a liaison officer who will maintain regular contact with the consultants on matters regarding this consultancy
  - c) appropriate administrative support to the consultancy team
  - d) Letters of introduction for the consultant where necessary
- 2.13.5 The estimated number of professional staff required for the assignment is; **FOUR.**
- 2.13.7 Training is a specific component of this assignment: **NO**
- 2.13.8 Taxes: [Specify firm's liability: nature, sources of information]: **ALL APPLICABLE TAXES TO BE INCLUDED IN THE FINANCIAL PROPOSALS**
- 2.13.9 Consultants must submit an original and one (1) additional copies of each proposal.
- 2.13.10 The proposal submission address is: **DIRECTOR, KENYA WATER INSTITUTE, P.O. BOX 60013-200, NAIROBI. SOUTH C, OLE SHAPARA RD.**
- 2.13.11 **Information on the outer envelope should also include the following:-**
- 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 in an outer envelope and sealed.. The outer envelope shall be addressed to THE DIRECTOR, KENYA WATER INSTITUTE, P.O. BOX 60013-00200 NAIROBI and REF: KEWI/TEN/014/2014-2015 and clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

2.13.12 Proposals must be submitted no later than **17<sup>th</sup> June, 2015 at 12.00 noon.**

2.13.13 The address to send information to is:  
**THE DIRECTOR, KENYA WATER INSTITUTE, and P.O. BOX 60013- 00200 NAIROBI.**

2.13.14 The minimum technical score required to pass: **NOT APPLICABLE**

2.13.15 The assignment is expected to commence on **June 2015** at **KEWI NAIROBI, CHIAKARIGA, KITUI AND KISUMU CAMPUSES.**

### SECTION III: - TECHNICAL PROPOSAL

#### 3.1 Notes on the preparation of the Technical Proposals

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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.

## TECHNICAL PROPOSAL

### 1. TECHNICAL PROPOSAL SUBMISSION FORM

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

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:		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; \_\_\_\_\_

*(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.



#### **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 my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member]

\_\_\_\_\_ Date; \_\_\_\_\_  
[Signature of authorised representative of the firm]

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months
			1	2	3	4	5	6	7	8	9	10	11	12	

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*/1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

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

## **SECTION IV: - FINANCIAL PROPOSAL**

### **4.1 Notes on preparation of Financial Proposal**

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 The financial proposal should be prepared using the Standard forms provided in this part

## 1. FINANCIAL PROPOSAL SUBMISSION FORM (STARNDARD FORM)

To: \_\_\_\_\_ [ Date ]

\_\_\_\_\_

\_\_\_\_\_

*[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
Regulars Staff				
(i)				
(ii)				
Consultants				
Grant 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 etc.				
4.	Software				
	Grand Total				_____

## **SECTION – V TERMS OF REFERENCE**

### **APPENDIX “A”**

#### **PROJECT: TERMS OF REFERENCE FOR CUSTOMER SATISFACTION, EMPLOYEE SATISFACTION, WORK ENVIRONMENT SURVEY, AND LEGAL AUDIT**

##### **1. BACKGROUND**

Kenya Water Institute hereunder referred to as KEWI is a semi-autonomous Government agency under the Ministry of Environment, Water and Natural Resources that was established by an Act of Parliament (KEWI Act 2001).

Kenya Water Institute's whose mandate is to provide training, consultancy and Research to the water intents to conduct the said surveys to be able to gauge the perception of stakeholders about the services provided.

The Institute therefore plans to conduct a survey that will bring out the perception of the stakeholders on customer and employee satisfaction and at the same time assess the work environment of the Institute and conduct a Legal Audit.

This is therefore an invitation aimed at identifying and engaging a suitable consultant(s) or consortium to do the said work.

##### **2. RATIONALE**

The rationale of the survey is four fold as shown below;

- a) To gauge perception of Kenya Water Institute-(KEWI)'s customers satisfaction levels on the services being offered
- b) To gauge employees satisfaction level of services being offered by Kenya Water Institute
- c) To gauge perception of Kenya Water Institute employees on the work environment in which the employees operate in fulfilling the Institute's mandate
- d) To conduct legal audit in line with all available legal requirements guiding the institution.

The survey would provide informed customer/employees perceptions, strengths, and weaknesses and the perception of employees on the work environment as a basis for developing and enhancing strategies for improvement of the services offered to customers and the work environment. The survey will also provide an insight on how far the institute is complying with the legal requirements

### **3. OBJECTIVE OF THE ASSIGNMENT**

The primary objective of the assignment is to get technical assistance in carrying out a survey that will look in to the following;

- I. Customer satisfaction level,
- II. Employee satisfaction level and
- III. Work environment in the Institute.
- IV. Legal Audit with clear short comings if any

### **4. TERMS OF REFERENCE FOR THE SURVEY**

1. Identify the range and profiles of the customers of KEWI and the services offered.
2. Design a generally acceptable sampling method that will be geared towards a high response rate.
3. Design an appropriate survey tool for collection of data to establish current levels of satisfaction with the services and work offered by KEWI and the work environment in which employees operate.
4. Design an appropriate tool for collection of data to establish the level of compliance with the legal requirements
5. Undertake a qualitative (or combinations of both qualitative and quantitative) analysis of the generated data and compile a report of the findings and make the necessary recommendations
6. Submit four copies of the final report of the finding and concrete recommendation to the Director KEWI
7. Submit the final report within a period of four weeks from the time the contract is signed.

### **5. METHODOLOGY AND WORK PLAN**

The Consultants will be required to indicate the methodology to be applied in implementing the assignment, with a clear indication and justification for the techniques to be used in carrying out the assignment.

The Consultants will be required to carry out detailed research as well as source information from comparable agencies and institutions in regional and international circles for purposes of benchmarking against best operating practices.

### **6. EXPECTED OUTPUTS**

The Consultants are expected to write a report with clear recommendations fully aligned to the mandate of KEWI.

## 7. DELIVERABLES

The duration of the consultancy is expected to be four weeks at most. The Consultants are expected to commence the assignment within a week of signing the contract.

Specifically, the following are the expected deliverables of the consultancy, which will incorporate the expected outputs mentioned in Section 5 and delivered in the following reporting times:

	<b>Deliverables</b>	<b>Duration</b>	<b>Completion Week from signing of Contract</b>
1	Inception report, including a detailed work programme, showing the activities to be performed on a weekly basis, for the duration of the consultancy.  Reference committee meeting.	1 Week	Week 0  Week 1
2	Draft Final report, including the updated 2nd Interim Report.	2 Week	Week 2  Week 3
3	Final Report	1 Week	Week 4

In view of the expected need for considerable consultation between the Consultant and the Client, it is expected that the Consultant will be available and will communicate frequently. For all views to be considered, a discussion forum will be convened before coming up with the final report.

To facilitate the execution of the assignment, the Consultant will be granted access to copies of existing relevant reports and copies of statutory instruments and legal documentation.

On submission of the reports, the Consultant will submit 5 acceptable hard copies and a soft copy (In Word format) of each report.

## 8. COMPETENCE AND EXPERTISE REQUIREMENTS

Consultants should have a strong knowledge of Human Resource, legal issues and Strategic Management. The firm consultant should have been in operation for at least three years and should provide information of at least five similar assignments undertaken in the last three years (legal audit is a must). It is also

important that the applicants have a good knowledge of how the Government functions.

### **Academic background**

- The Consultants must meet the following academic and competence based minimum requirements: -

### **Lead Consultant**

- At least 10 years senior-level expertise and experience in Human Resource and strategic Management.
- At least a Master's degree qualification.
- Consultants who have participated in similar activities will have an added advantage.

### **Team Members (At least two)**

- At least 5 years expertise and experience in conducting perception related surveys.
- At least a master's degree qualification.
- Legal background is a must
- At least one key staff should have experience in at least two (2) assignments related to legal audit

Consultant(s) will be expected to demonstrate knowledge, skills and abilities required in undertaking the assignment. Apart from coordinating the content of the output, the consultant will be responsible for overall quality control of the report produced.

## **8. DATA SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT**

- Copies of existing relevant reports and documents.
- Nominate a liaison officer who will maintain regular contact with the consultants on matters regarding this consultancy
- Appropriate administrative support to the consultancy team
- Letters of introduction for the consultants where necessary

## **9. SCOPE OF THE SURVEY**

The survey will target the KEWI's internal and external stakeholders as follows:

- a) Internal stakeholders
  - i. Staff
  - ii. Students

- b) External stakeholders (In Chiakariga, Kitui, Kisumu and Nairobi)
  - i. General public
  - ii. Suppliers
  - iii. Partners
  - iv. Ministry of in charge of Water and Irrigation

## **10. Study Area**

The study will be Nairobi, Kitui, Kisumu and Chiakariga (THARAKA District). It is envisaged that that sample will give us the variable responses to determine the levels of satisfaction of our customers and staff.

## **11. TERMS OF PAYMENT**

The consultant will be 30% of the lump-sum upon submission of the draft report and the remaining 70% upon presentation of acceptable final report.

## EVALUATION CRITERIA

### Mandatory Requirements

NO.	REQUIRED INFORMATION	RESPONSIVE/NON RESPONSIVE
1.	Must submit Copies of Certificate of Registration/Incorporation	
2.	Must submit copy of PIN Certificate	
3.	Must Submit Copy of valid Business Permit	
4.	Must Submit valid KRA Tax Compliance Certificate	
5.	Must provide copies of Audited Accounts for last 3 years – 2011,2012 & 2013	
6.	Must provide proof of experience in three (3) similar assignments [must include experience in Legal Audit(s)]. Attach contracts, LSOs, Letters of award e.t.c	

### Technical Evaluation

S/NO	CRITERION	POINTS SCORE
1.	Specific experience of the consultant related to the assignment	20
2.	Adequacy of the proposed work plan and Methodology in responding to the terms of reference a) Technical approach and methodology b) Work plan c) Organization and staffing	20 10 10
3.	Qualifications and competence of the key staff for the assignment a) Team Leader b) Team Members	20 20
	<b>Evaluation will be as per the requirements of TOR</b>	
	<b>TOTAL</b>	<b>100</b>