



ORIGINAL

Kenyatta National Hospital

REQUEST FOR PROPOSALS

FOR

PROCUREMENT OF

PATIENT SAFETY SURVEY

KNH/RFP/009/2016-2017

SECTION A:- LETTER OF INVITATION

RE: PROCUREMENT OF PATIENT SAFETY SURVEY

Kenyatta National Hospital invites proposals to provide Consultancy Services for **PATIENT SAFETY SURVEY**.

The RFP includes the following documents:

Section	A	-	Letter of Invitation
Section	B	-	Information to Consultants
Section	C	-	Technical Proposal – Standard Forms
Section	D	-	Financial Proposal – Standard Forms
Section	E	-	Terms of Reference
Section	F	-	Standard Contract Form

Please inform us, upon receipt:

- (a) That you have received the letter of invitation; and mandatory requirements as listed below:-
1. Submission of two Tender documents securely bound and clearly marked original and copy, serialized and book bound. No loose or stapled documents will be accepted
 2. Original Bid Bond provided and valid for 120 days from date of tender opening value of bid bond of Kshs. 20,000/-.
 3. Business questionnaire duly complete
 4. Copy of Tax Compliance Certificate/exemption certificate
 5. Certificate of Incorporation/evidence of registration whichever is applicable

Please inform us, upon receipt:

- (a) That you have received the letter of invitation; and
- (b) Whether you will submit a proposal alone or in association

A complete set of Tender Documents may be obtained by interested candidates_in person or by written application free of charge

These should be returned within 14 days and deposited in the Tender box situated at the main entrance of supply chain office at the Administration block on or before **05/06/2017 at 10.00am.**

CHIEF EXECUTIVE OFFICER

SECTION B: - INFORMATION TO CONSULTANTS

1. Introduction 1.1 Kenyatta National Hospital will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for the assignment as indicated in the letter of invitation

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 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 ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will provide the inputs specified in Appendix "A" to assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

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 direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2. Clarification and Amendment of RFP Documents

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 Appendix "A". 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 inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposal, the client may for any reason, whether at his own initiative or in response to 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.

3. Preparation of Proposal

3.1 The Consultants proposal shall be written in English language.

Technical Proposal

3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Mark specific/clearly the consultancy the firm is participating in. Material Deficiencies in providing the Information requested may result in rejection of a proposal.

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 other consultants invited for this assignment. Any

firms associating in contravention of this requirement shall automatically be disqualified.

- (ii) For assignment on a staff-time basis, the estimated number of professional staff-months is given in Appendix "A". The proposal shall however be based on the number of Professional staff-months 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 "A", preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not Be proposed and only one curriculum vitae may be submitted for each position.

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.

Prorogative

- (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 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 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 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".

3.5 The Technical Proposal shall not include any Financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Consultants Are expected to take into account the requirements And conditions outlined in the RFP documents. The consultancy participated in should be clearly Marked.

The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including (a) remuneration of the staff; and; (b) reimbursable expenses such as subsistence (per Diem, housing), transportation (international and local, for mobilization and demobilization), 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.

3.7 The Financial Proposal should clearly identity 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.

- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 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.
- 3.10 The Proposal must remain valid for 30 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 who do not agree have the right not to extend the validity of their proposals.

4. Submission and Receipt, Of Proposals

- 4.1 The original proposal (Technical Proposal and, Financial Proposal; see para. 1.2) shall be 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 authorized to sign the proposals.
- 4.2 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.
- 4.3 The original and 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 Appendix “A” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”

4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and dated stated in Appendix “A”. Any proposals received after the closing time for submission for proposals shall be returned to the respective consultant unopened.

4.5 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 until all submitted proposals are opened publicly.

5. Proposal Evaluation

General 5.1 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 Appendix “A”. Any effort by the firm to Influence the Client in the proposal comparison or award decisions may result in the rejection of the consultant’s proposal.

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

Evaluation of Technical Proposals 5.3 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

Points

No	Technical Evaluation Criteria	Maximum Marks	Score
Capacity of the Lead Investigator	Medical background (5 years of experience in hospital setting)	10	
	Holder of Master Degree in Public Health or related field	10	
	Demonstrated experience in patient safety and quality improvement initiatives in a hospital	10	
	Evidence of having carried out patient safety survey or evaluations in a high volume health facility (level	15	

	4 and above). One survey (5mks)		
Methodology	Provide a detailed description of survey methodology	50	
Work Plan	Provide a work plan for job execution	5	
TOTAL			
Pass mark = 80% to proceed to financial evaluation			

Total Points

80

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 Appendix “A”

**Public Opening
And Evaluation of
Financial
Proposals**

- 5.4 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 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.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representative who choose to attend. The name of the consultant, the technical. scores and proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 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.

5.7 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 at 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 the sub-clause are applied. Details of such proof shall be attached by the Consultant in the Financial Proposal.

5.8 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in Appendix "A", 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; 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.

6. Negotiations 6.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in Appendix "A". The aim is to reach agreement on all points and sign a contract.

- 6.2 Negotiations will include a discussion of 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.
- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 6.4 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.
- 6.5 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 receives the second highest score to negotiate a contract.

7. Award of Contract

7.1 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.

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

8. Confidentiality

8.1 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.

SECTION C – TECHNICAL PROPOSAL – STANDARD FORMS

Appendix “A”

RFP FOR _____

Clause

Reference

1.1 & 2.1 The name of the Client is: Kenyatta National Hospital

The method of selection is: **Quality and cost-based selection (QCBS)**

1.2 Technical and Financial Proposals are requested:
Yes No

The name, objectives, and description of the assignment are: as per Terms of Reference.

1.3 A pre-proposal conference will be held: Yes No [if yes indicate date, time and venue] _____

The name (s), address (es) and telephone numbers of the Client’s official (s) are: Supplies and Procurement Manager P.O. Box 20723 KNH NAIROBI.

1.4 The Client will provide the following inputs: As per terms of reference

- 3.3 (ii) The estimated number of professional staff months required for the assignment is 2 months.
- [iv] The minimum required experience of proposed professional staff is as per schedule
-
- (vii) Training is a specific component of this assignment:
Yes___ _No_____ [Information provided in the terms of reference)
- 3.7 Taxes: [Specify firm's liability: nature, sources of information]:
- N/A
-
- 4.2 Consultants must submit an original and 1 additional copy of each proposal.
-
- 4.3** The proposal submission address is: **Director KNH Box 20723 KNH 00202**
Information on the outer envelope should also include: **P.O Box 20723 KNH, Nairobi**
- 4.4** Proposals must be submitted not later than the following date **05/06/2017 at 10.00am**
- 5.1 The address to send information to the Client is: **Chief Executive Officer, Kenyatta National Hospital, P.O Box 20723 KNH.**
- 5.3 The minimum technical score required to pass : **80%**
- 5.9 Alternative formulae for determining the financial scores is the following: 55 points
- The weights given to the Technical and Financial Proposals are:
- T=80 (0.80 to 0.90)
F=20 (0.10 to 0.20)
- 7.2 The assignment is expected to commence on date to be agreed.

SECTION C – TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Firm's references
- ii) Comments and suggestions of Tenderers on the Terms of References and data, services and facilities to be provided by the Client.
- iii) Description of the methodology and work plan for performing the assignment.
- iv) Team composition and task assignments.
- v) Format of curriculum vitae (CV) for proposed professional staff.
- vi) Time schedule for the professional personnel.
- vii) Activity (work) schedule.
- viii) Tender sum submission form

(i) FIRMS OF REFERENCES

**Relevant Training/performance management
Carried Out in the Last Two 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.

EVALUATION CRITERIA

No	Technical Evaluation Criteria	Maximum Marks	Score
Capacity of the Lead Investigator	Medical background (5 years of experience in hospital setting)	10	
	Holder of Master Degree in Public Health or related field	10	
	Demonstrated experience in patient safety and quality improvement initiatives in a hospital	10	
	Evidence of having carried out patient safety survey or evaluations in a high volume health facility (level 4 and above). One survey (5mks)	15	
Methodology	Provide a detailed description of survey methodology	50	
Work Plan	Provide a work plan for job execution	5	
TOTAL			
Pass mark = 80% to proceed to financial evaluation			

Firm's name _____

Name and title of signatory _____

(ii) COMMENTS AND SUGGESTIONS OF TENDERERS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

Scope and Objectives of the Patient Safety Survey

The overall goal of the survey will be to investigate patient safety under the following thematic areas, based on international standards and best practices.

1. Identification of patient
2. Staff communication
3. Medication safety
4. Prevent Hospital Acquired Infections (HAIs)
5. Identification of patients at risk
6. Surgical safety and anaesthesia
7. Equipment
8. Health workers issues, fatigue, skills,
9. Leadership & Safety culture (alignment)

The Lead Investigator

Should have a minimum qualification of:

- a) Medical background (5 years of experience in hospital setting)
- b) Holder of Master Degree in Public Health or related field
- c) Demonstrated experience in patient safety and quality improvement initiatives in a hospital
- d) Evidence of having carried out patient safety survey or evaluations in a high volume health facility (level 4 and above).

Expected output of the survey

Based on the nine indicators of safety the survey will:

- Measure compliance with the patient safety indicators.
- Make recommendation of how to improve patient safety.

Role of KNH

- Appoint a team to coordinate and facilitate conduct of this assignment.

Tasks and responsibilities of the consultant

- i. Submit an inception report that:
 - a) Demonstrates understanding of the concept of Patient Safety at KNH.
 - b) Describes Survey methodology

- c) States resources required from KNH
- ii. Present an interim report for validation
- iii. Submit a final report that entails detailed information in the following areas amongst others:
 - a) Overall assessments of patient safety in the hospital.
 - b) Compliance with the patient safety indicators
 - c) Recommendation on how to improve the patient safety in the hospital
- iv. Final copy of the report will be submitted in hard and soft copies.
- v. Power point presentation of the report

The interim and final report shall remain confidential and no part shall be shared without the express authority of Kenyatta National Hospital.

On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(iii) DESCRIPTION OF THE SCOPE, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(iv) TEAM COMPOSITION AND TASK ASSIGNMENTS

Appendix B

1. Technical / Management Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(v) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL

Proposed Position_____

Name of Firm_____

Name of Staff_____

Profession_____

Date of Birth_____

Nationality_____

Years with Firm_____

Membership of 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 dates and location.

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 my qualifications, my experience, and me.

Signed _____ of staff member _____ date _____

Signature _____ of authorized representative _____ of firm _____ date _____

Full name of staff member _____

Full name of authorized representative _____

VI) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Appendix C

Weeks (in the form of a bar chart)

Name	Position	Reports due/Activities	1	2

Reports Due.....

Activities Duration.....

Signature
Authorized representative

Full Name.....

Title.....

Address.....

(Vii) Activity (work) Schedule

1. Field investigation and study items

(1st 2nd etc are weeks from start of assignment)

	1 st	2 nd
Activity (work)		

2. Completion and submission or report.

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

Section D: FINANCIAL PROPOSAL

(a) SUMMARY OF COSTS

Costs	Currency	Amount (s)
Subtotal		
Taxes		
Total Tender sum		

(b) 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				

SECTION E: TERMS OF REFERENCE

SECTION F : FORM OF CONTRACT

This Agreement, [hereinafter called “the contract”) is entered into this _____[Insert starting date of assignment] by and between registered _____ office _____ is _____ situated _____ at / _____[insert _____] _____[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.
 - (ii) The Consultant shall submit 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], 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’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_____N/A_____upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs_____N/A_____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.

C. Payment Conditions

Payment shall be made in Kenya Shilling 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 The Personnel and Training Manager [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.

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 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 related material, graphic, software or otherwise prepared by the Consultant for the Client under 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 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 person to be agreed between the parties. Failing agreement to concur in the appointment of an 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; _____