

ORIGINAL

KENYATTA NATIONAL HOSPITAL



REQUEST FOR PROPOSAL THROUGH

RESTRICTED TENDERING

FOR

**PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT
OF CHIEF EXECUTIVE OFFICER**

KNH/RFP/002 /2018-2019

TABLE OF CONTENTS

	Page
Section I Letter of Invitation	3
Section II Information to Consultants	5
Appendix to Section II	13
Section III Technical Proposals	20
Section IV Financial Proposals	30
Section V Terms of Reference	38
Section VI Sample Contract	46
Section VII Confidential Business Questionnaire	50
Section VIII Anti-Corruption Certificate	53

SECTION I - LETTER OF INVITATION

RE: REQUEST FOR PROPOSALS FOR PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT OF CHIEF EXECUTIVE OFFICER

1. Kenyatta National Hospital invites proposals to provide above services as provided in the Terms of Reference. The RFP includes the following documents:
2. The request for proposals (RFP) includes the following documents:
 - Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form
3. Please inform us, upon receipt:
 - (a) That you have received the letter of invitation; and mandatory requirements as listed below: -
 - i) Submission of two Tender documents securely bound and clearly marked original and copy, book bound and not spiral bound. **Technical and financial for each of the two documents must be in separate envelopes.** No loose or stapled documents will be accepted.
 - ii) All pages of both (Original & Copy) documents **MUST** be **sequentially serialized/paginated** by the tenderer.
 - iii) Original Bid Bond provided and valid for **150 days** from date of tender opening value of bid bond of **KES.40,000/-** amount inclusive of all the taxes and duties (to be attached on technical proposal).
 - iv) Business questionnaire duly completed signed and stamped including declaration of conflict of interest and declaration that the tenderer is not barred from participating in procurement proceedings.
 - v) Copy of Tax Compliance Certificate/exemption certificate.
 - vi) Certificate of Incorporation/evidence of registration whichever is applicable

4. The Hospital invites Request for Proposal from interested firms to provide Professional Consultancy Services that understand the operating/business environment of KNH that shall inform the future direction of the organization.
5. Interested qualified consultants are invited to apply to respond to the request for proposal, indicating the individual consultancy firms forming the consortium and their respective areas of competency, qualifications and experience, as follows: -
 - (a) Company profile and certificate of incorporation
 - (b) Certificate of registration by recognized professional body
 - (c) Current certificate of Tax Compliance from KRA
 - (d) Current practicing license
 - (e) Audited accounts for the last 3 years
 - (f) A brief description of how the consortium intends to carry out the assignment
6. Proposal document can be obtained from the office of the **Deputy Director, Supply Chain Management** located at the Hospital's Main Administration **Block Room 6** from **Monday to Friday** between **9.00 a.m.** to **4.00 p.m.** upon payment of a non-refundable fee of **KES. 1,000.00** per document in the form of Cash, Bankers Cheque or Money order made payable to Kenyatta National Hospital. Alternatively, tender documents with detailed specifications and all conditions are obtainable from the KNH Website, (www.knh.or.ke or www.tenders.go.ke Public Procurement Information Portal (free of charge).
7. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details (cell phone number, email address and company name) to procurement@knh.or.ke or procurementknh@gmail.com for records and communication of any tender clarifications and addenda. The proposal to be submitted in plain sealed envelopes marked "Request for Proposal of Consultancy for Provision of Consultancy Services for Recruitment of Chief Executive Officer and addressed to: -
**THE CHIEF EXECUTIVE OFFICER,
KENYATTA NATIONAL HOSPITAL
P.O. BOX 20723 - 00202,
NAIROBI.**

8. Opening of submissions will be conducted publicly thereafter at a venue to be advised by the opening committee and tenderers and or their representative are invited to attend. These should be returned within and deposited in the Tender Box situated at the main entrance of Administration Block on or before **Wednesday 28th November 2018 at 10.00am.**

9. **Please note there shall be a Mandatory Pre-Bid conference on Thursday 22nd November 2018 at 2p.m at Kenyatta National Hospital.**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

Introduction

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

- 1.6. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 1.7. The price to be charged for the tender document shall not exceed KES.1,000/=
- 1.8. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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 the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2. 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 Consultant's proposal shall be written in English language.
- 2.3.2. In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3. While preparing the Technical Proposal, consultants must give particular attention to the following:
 - (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

2.3.5. The Technical Proposal shall **not** include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 180 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 Submissions, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

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

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of 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:

	Marks (%)
1. Specific experience of the Firm related to the assignment	60

2. Adequacy of the proposed work plan and methodology in responding to the terms of reference	40
3. Qualifications and competence of the key staff for the assignment(NOTE THE MANDATORY CRITERIA IN THIS SECTION)	Mandatory
Total	<u>100</u>

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."

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 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 corrected any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more

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

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

$S_f = 100 \times F_m / F$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:-
 $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations. The weight for the Technical Score (T) is 80% and The Financial Score (P) is 20%

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days 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.

Negotiations

3.1 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.

3.2 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.

- 3.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 3.4 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.
- 3.5 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.
- 3.6 The procuring entity shall appoint a team for the purpose of the negotiations.

Award of Contract

- 4.1 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.
- 4.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 4.3 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.

- 4.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 4.5 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.
- 4.6 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.

Confidentiality

- 5.1. 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.

Corrupt or fraudulent practices

- 6.1. 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.
- 6.2. 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.
- 6.3. Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION II - APPENDIX TO INSTRUCTIONS TO CONSULTANTS (ITC)

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	Particulars of appendix to instructions to Consultants
1.1	a. The tender is a Restricted Tender, open to invited bidders b. The name of the Client is: KENYATTA NATIONAL HOSPITAL c. The method of selection is: QUALITY AND COST BASED SELECTION (QCBS)
1.2	Technical and financial bids shall be submitted separately
1.3	The assignment is Request for Proposal for Provision of Consultancy Services for Recruitment of Chief Executive Officer
1.8	<p>Proposal document can be obtained from the office of the Deputy Director, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to Friday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of KES. 1,000.00 per document in the form of Cash, Bankers Cheque or Money order made payable to Kenyatta National Hospital. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website, (www.knh.or.ke or https://supplier.treasury.go.ke, IFMIS portal free of charge.</p> <p>The procuring entity shall allow the tenderer to review the tender document free of charge before being issued.</p> <p>Please note there shall be a Mandatory Pre-Bid conference on Thursday 22nd November 2018 at 2p.m at Kenyatta National Hospital.</p>
2.1	<p>The request for clarification and the response shall be in writing through the: -</p> <p style="text-align: center;">Chief Executive Officer</p>

Kenyatta National Hospital
Hospital Road, off Ngong Road
P.O. Box 20723 – 00202
Nairobi
Telephone: +254-20- 2726300-9
Fax: +254-20-2725272

NOTE: The Client will only respond by electronic mail to such requests to the respective consultant and will **NOT** 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 UNLESS such queries depict a gap that lacks reference in the RFP document and the specifications.

2.3.4

OBJECTIVES OF THE CONSULTANCY ARE TO:

- a. Prepare the methodology and work plan for the recruitment of the Chief Executive Officer.
- b. In consultation with the Deputy Director, Human Resource and the Corporation Secretary, prepare the job advertisement for the position.
- c. Publish the job advertisement in at least one national newspaper with wide circulation and on the firm's website.
- d. Receive applications from interested persons and analyze them as appropriate.
- e. Prepare a long list of applicants.
- f. Prepare a short list of eligible and qualified applicants and submit a detailed report to the KNH Board of Management for concurrence.
- g. Conduct preliminary interviews of the short-listed applicants.
- h. Conduct psychometric tests on the short-listed applicants.
- i. Recommend six (6) applicants for consideration for further and final interview by the KNH Board of Management based on the results of the preliminary interview and the psychometric tests.
- j. Prepare and submit to KNH both the long list and short list of applicants.
- k. Prepare for interview of the candidates by the KNH Board of Management in consultation with the Deputy Director, Human Resource and the Corporation Secretary.
- l. Record and prepare a report on the proceedings of the interviews by the KNH Board of Management.
- m. Carry out due diligence checks on the three (3) candidates ranked numbers 1 to 3.
- n. Submit the report on the final interviews and the due diligence reports on the three (3) candidates ranked numbers 1 to 3 to the KNH Board of Management.

	<p>o. Communicate to the unsuccessful applicants.</p> <p>p. Prepare and submit a final report. The report should include an audit trail of the recruitment process, records and suggestions for future improvement.</p> <p>DESCRIPTION OF THE ASSIGNMENT</p> <p>a. Job advertisement</p> <p>b. Long list of all applicants</p> <p>c. Short list of eligible and qualified applicants</p> <p>d. Report and recommendations on the preliminary interviews and psychometric tests</p> <p>e. Report on the final interview by the Board with due diligence checks on each of the three candidates ranked numbers 1 to 3.</p> <p>f. Communication to all unsuccessful candidates</p> <p>g. Final report including an audit trail of the recruitment process, records and suggestions for improvement</p> <p>The Client will provide the following inputs: The selected Agency will be given available materials regarding the project. KNH will actively collaborate during the designing of the concepts by offering all necessary information and materials required. All approvals of the assignment shall be made by the KNH.</p>
2.5.4	<p>a. The proposal submission address is:</p> <p style="text-align: center;">Chief Executive Officer Kenyatta National Hospital Hospital Road, off Ngong Road P.O. Box 20723 – 00202 Nairobi Telephone: +254-20- 2726300-9 Fax: +254-20-2725272</p> <p>Information on the outer envelope should also include the following information: KNH/RFP/002/2018-2019 TECHNICAL AND FINANCIAL FOR PROVISION OF CONSULTANCY SERVICES FOR RECRUITMENT OF CHIEF EXECUTIVE OFFICER</p> <p>b. Consultants must submit “ONE” original and “ONE” additional copy of technical and financial proposal.</p> <p>c. Proposals must be submitted on or before 28/11/2018 at</p>

2.7 Evaluation of Proposals

A. PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS

	Description	YES/NO
MR1	Tender Security of KES.40,000.00 valid for 150 days from the date of opening, to be provided in the technical proposal (Tender Security to be submitted with the technical proposal)	
MR2	Signed letters of recommendations from at least five (5) relevant Consultancies that they have carried out during the last five (5) years.	
MR3	A detailed company profile including physical address, age, personnel and any other information relevant to this assignment.	
MR4	A certificate of incorporation/registration	
MR5	A valid tax compliance certificate verified by TCC Checker	
MR6	Business questionnaire duly completed signed and stamped including declaration of conflict of interest and declaration that the tenderer is not barred from participating in procurement proceedings	
MR7	Submit “ONE” original and “ONE” additional copy of technical and financial proposal. The technical and financial proposals shall be submitted in separate envelopes.	
MR8	Submitted bid documents MUST be sequentially serialized (paginated) on all the pages	

NOTE: Firms that fail to provide all the Mandatory Requirements (MR) above shall not proceed to the next level of technical evaluation.

B. TECHNICAL EVALUATION

Key Components	Marks (%)
1. Specific experience of the Firm related to the assignment	60
2. Adequacy of the proposed work plan and methodology in responding to the terms of reference	40
3. Qualifications and competence of the key staff for the assignment. Under this category please note and comply with the Mandatory criteria.	Mandatory
Total	<u>100</u>

1. MANDATORY TECHNICAL CRITERIA

Position	Academic Qualifications	
1. Lead Consultant	<ul style="list-style-type: none"> <input type="checkbox"/> Masters Degree in Human Resource or equivalent and post graduate Diploma in Human Resource Management. <input type="checkbox"/> At least 10years' experience in Human Resource Management (recruitment and selection related assignments). <input type="checkbox"/> Membership in the Institute of Human Resource Management. 	Mandatory
2. Associates Consultant	<ul style="list-style-type: none"> <input type="checkbox"/> Degree in Human Resource or equivalent and post graduate Diploma in Human Resource Management. <input type="checkbox"/> 7 years' experience Human Resource related work (recruitment and selection related assignments). <input type="checkbox"/> Membership in the Institute of Human Resource Management. 	Mandatory
3. Support Consultants	<ul style="list-style-type: none"> <input type="checkbox"/> Degree in Social Sciences <input type="checkbox"/> At least 5years' experience in Human Resource related work 	Mandatory

4. Administrator	<input type="checkbox"/> Degree in Administration <input type="checkbox"/> 5 years working relevant experience in administration	Mandatory
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2. Specific experience related to the Assignment – Max 60 Marks

	Description	Marks (%)
A	Provided evidence of at least five (5) similar consultancies in the last five (5) years which include recruitment of Chief Executive Officers of state corporations or similar organizations.(with more than 500 employees). Provide Contract or Local service agreement (LSO) or completion document as evidence. 6 marks for evidence provided for each consultancy.	40
B	Provide number of permanent staff in your firm including professional, administrative and support staff). 100 and above staff (10 marks); 50 - 99 staff (5 marks); and below 50 staff (3 marks). (Evidence Payroll/NSSF/NHIF)	20
	Total	60

**3. Adequacy of proposed work plan and methodology
(Marks – 40 points)**

	Description	Marks (%)
A	Demonstrate an understanding of KNH and the scope of work/assignment.	10
B	Adequacy of the Proposed Methodology and Work Plan in responding to the Terms of Reference (TORs). The approach should demonstrate clarity, practicability, innovativeness, and proactivity in carrying out assignments. The proposed methodology must include the following: <ul style="list-style-type: none"> a. Designing and placing approved adverts in selected publications, websites, and social media platforms, amongst others; b. Designing online assessments methods and tools; c. Designing interview questions to probe competencies; 	25

	d. Managing and conducting interviews; and e. Conducting formal and informal reference checks for the selected candidate(s). (5 marks for each parameter)	
C	Provide a tentative work plan for job execution to demonstrate a clear understanding of the task.	5
	TOTAL	40

NOTE: Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further. PS: NOTE THE MANDATORY CRITERIA UNDER TECHNICAL EVALUATION MUST BE MET

C. FINANCIAL EVALUATION

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

$S_f = 100 \times \frac{F_m}{F}$ 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. The weight for the Technical Score (T) is 80% and The Financial Score (P) is 20%

The weights given to the Technical and Financial Proposals are:

$$T = \underline{\hspace{2cm}} (0.80)$$

$$F = \underline{\hspace{2cm}} (0.20)$$

Firms should submit a dully filled form of tender, signed and stamped- in the financial proposal

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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 consultant's own risk and may result in rejection of the consultant's proposal.
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. 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.

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].

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 **THREE** assignments for which your firm either individually, as a corporate entity or in association, was legally contracted in the last **FIVE** years. The nature of these assignments should be similar to the present assignments.

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 (KES)
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.

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 authorized 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

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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.
2. The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal.
3. The financial proposal should be prepared using the Standard forms provided in this part

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

Item	Description	Unit Cost (Ksh)	Total cost (Ksh)
1.	Professional consulting fees (Table 2)		
2.	Miscellaneous Expenses (Table 3)		
3.	Reimbursable costs if any (Table 4)		
4	Other costs		
6	16% VAT		
	Grand summary		

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
Staff (i)				
(ii)				
16% VAT				
.....				
Grand total				

5. REIMBURSABLES PER ACTIVITY

Activity no. _____ Name _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel if any				
2.	Road travel if any				
3.	Rail travel if any				
4.	Subsistence Allowance if any				_____
	16% VAT				
	Grand Total				

6. FORM FOR INVESTIGATIVE/SPECIAL/ADHOC AUDITS

Item	Description	Daily KES	Rate
1	Rates of Professional Fees for Director		
2	Rates for professional fees for Team leader		
3	Rates for professional fees for Senior consultant		
4	Rates for professional fees for Consultants		
5	Reimbursable costs	To be charged at cost	
6	Miscellaneous expenses	To be charged at cost	

7. 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				
	16% VAT				_____
	Grand Total				

SECTION V: TERMS OF REFERENCE

Overall objective

Kenyatta National Hospital wishes to acquire the services of a Consultancy Firm to assist and guide the Board of Management in the recruitment of a new Chief Executive Officer.

Specific objectives

The Consultancy Firm will be expected to provide the following services:

- a) Prepare the methodology and work plan for the recruitment of the Chief Executive Officer.
- b) In consultation with the Deputy Director, Human Resource and the Corporation Secretary, prepare the job advertisement for the position.
- c) Publish the job advertisement in at least one national newspaper with wide circulation and on the firm's website.
- d) Receive applications from interested persons and analyze them as appropriate.
- e) Prepare a long list of applicants.
- f) Prepare a short list of eligible and qualified applicants and submit a detailed report to the KNH Board of Management for concurrence.
- g) Conduct preliminary interviews of the short listed applicants.
- h) Conduct psychometric tests on the short listed applicants.
- i) Recommend six (6) applicants for consideration for further and final interview by the KNH Board of Management based on the results of the preliminary interview and the psychometric tests.
- j) Prepare and submit to KNH both the long list and short list of applicants.
- k) Make preparations for interview of the candidates by the KNH Board of Management in consultation with the Deputy Director, Human Resource and the Corporation Secretary.
- l) Record and prepare a report on the proceedings of the interviews by the KNH Board of Management.
- m) Carry out due diligence checks on the three (3) candidates ranked numbers 1 to 3.
- n) Submit the report on the final interviews and the due diligence reports on the three (3) candidates ranked numbers 1 to 3 to the KNH Board of Management.
- o) Communicate to the unsuccessful applicants.
- p) Prepare and submit a final report. The report should include an audit trail of the recruitment process, records and suggestions for future improvement.

Involvement

The Consultancy Firm will be required to work closely with the Corporation Secretary and Deputy Director, Human Resource.

Deliverables

- a. Job advertisement
- b. Long list of all applicants
- c. Short list of eligible and qualified applicants
- d. Report and recommendations on the preliminary interviews and psychometric tests
- e. Report on the final interview by the Board with due diligence checks on each of the three candidates ranked numbers 1 to 3.
- f. Communication to all unsuccessful candidates
- g. Final report including an audit trail of the recruitment process, records and suggestions for improvement

Portfolio of expertise and qualifications

(a) The Consultancy Firm

The Consultancy Firm will be required to demonstrate expertise and skills in undertaking recruitment for similar positions by providing evidence of recruitment of at least five (5) Chief Executive Officers undertaken in the last five (3) years and in particular in the public sector.

(b) Academic Qualifications

Members of the Consultancy Firm will be required to demonstrate that they hold individually a minimum of a first degree in social sciences or other relevant disciplines from a recognized university. The Consultancy Firm must also demonstrate that it holds valid membership to a reputable professional body and is in good standing.

(c) Individual team member's portfolio of experience

The team leader should have a minimum of a Masters degree in Human Resource Management and ten (10) years experience in undertaking recruitment and selection at the executive level with a demonstrable level of acceptance of the results. Associates and Support Consultants should have a minimum of a degree in relevant disciplines and a minimum of eight (8) years experience in undertaking recruitment at senior levels in either the private or public sector.

Duration of the assignment

The entire assignment including compilation and submission of the report of the interview of candidates by the Board is estimated to last not more than two (2) months. The Consultancy Firm will be required to devise appropriate strategies to accomplish the task within two (2) months after signing of the contract with the winning firm.

Appendix A: Cost Estimate of Services, List of Personnel and
Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent (number of month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

(Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ ***[date]***

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

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client's name] of [or whoseregistered _____ office is situated at] _____ [insert Client's address] (hereinafter called "the Client") of the one part AND

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

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

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

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

3. Payment

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

B. Schedule of Payments

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

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

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

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

KES _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates [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 Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of
Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant Not
to be Engaged
in certain
Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing** 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; _____

SECTION VII: CONFIDENTIAL BUSINESS QUESTIONARE

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 – General:

Business Name

.....

Location of business premises.....

Plot No..... Street/Road.....

Postal Address Tel No.company Mobile

..... E mail address.....Contact Person

.....Mobile..... Nature of

Business,.....

Registration Certificate No.

..... Maximum value of

business which you can handle at any one time – Kshs. Name of

your bankers Branch.

Complete part 2(a), 2(b) or 2(c)

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenshipdetails
.....

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	CitizenshipDetails	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company: Nominal Kshs.
Issued Kshs.....

Given details of all directors as follows

	Name	Nationality	CitizenshipDetails	Shares
1.
2.
3.
4.
5.

NB: If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization orRegistration.

Mandatory

Part 3 (a) – Pursuant to section 33(1) and 33(2) of the public procurement Assets and Disposal Act 2015 and section 26 of the Regulations 2006. This must be signed by all Directors Partner (s) /Sole Proprietor of the Company

I /we the Director(s) of Company/Firmhereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	CitizenshipDetails	Signature
1.....			
2.....			
3.....			
4.....			
5.....			

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and section 26 of the Regulations 2006. Pursuant to section 115 of the Public Procurement and Disposal Act 2005, I/ we the Directors/Partners/Sole Proprietor of this Company/Firmconfirm that company /Firmhas not been debarred in Kenya not to

Participate in any Tender/Bidding in Kenya.

Name	Nationality	CitizenshipDetails	Signature
------	-------------	--------------------	-----------

1.....

2.....

3.....

4.....

5.....

SignDate

SECTION VIII: ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of Firm and Address) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any Public Officer , their relations or business associates, in connection with tender No.....for or in the subsequent performance of the contract if I/We are successful.

Signed by.....Authorized Representative

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