KENYATTA NATIONAL HOSPITAL

REQUEST FOR PROPOSAL

FOR

PROCUREMENT OF

DEBT COLLECTION SERVICES

KNH/RFP/01/2019-2020
SECTION A: - LETTER OF INVITATION

RE: PROCUREMENT OF DEBT COLLECTION SERVICES.
Kenyatta National Hospital invites proposals to provide above services as provided in the Terms of Reference.

The RFP includes the following documents:

Section A - Letter of Invitation
Section B - Information to Consultants
Section C - Technical Proposal; Standard forms, Methodology
Section D - Financial Proposal
Section E - TOR, Scope
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, book bound. No loose or stapled documents will be accepted.
2. All pages of both (Original & Copy) documents must be serialized by the tenderer.
3. Original Bid Bond provided and valid for 150 days from date of tender opening. Value of bid bond of Kshs. 20,000/- amount inclusive of all the taxes and duties.
4. Copy of current/valid registration certificate issued by the council of debt collectors in Kenya for at least one employee responsible for debt collection.
5. Business questionnaire duly complete signed and stamped including declaration of conflict of interest and declaration that tenderer is not debarred from participating in procurement proceedings.
7. Certificate of Incorporation/evidence of registration whichever is applicable.
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 **Kshs. 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](http://www.knh.or.ke) or [www.tenders.go.ke](http://www.tenders.go.ke), Public Procurement Information Portal free of charge. 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 for procurement of Debt collection services.

**CHIEF EXECUTIVE OFFICER**  
**KENYATTA NATIONAL HOSPITAL**  
**P. O. BOX 20723 - 00202,**  
**NAIROBI.**

These should be returned within and deposited in the Tender situated at the main entrance of Administration Block on or before **30/07/2019** at **10.00am.** All submitted documents **MUST** have their pages serialized by the tenderer.

**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.

Prerogative

(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 ten (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.

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 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 in indelible ink. It shall contain no interlineations 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 |
|-----------------|-----------------|
| (i) | Bids submitted and marked as required (5) |
| (ii) | Specific experience of the consultancy firm related to the assignment(Attach 5 references) (15) |
| (iii) | Adequacy of the proposed work plan and methodology in responding to the Terms of reference. (40) |
| (iv) | Qualifications and competence of the key staff for the assignment(attach copies of CV) (20) |

Total Points 80
Each responsive proposal will be given a Technical score \((S_t)\). 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 x \( \frac{F_m}{F} \) 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.

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.
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 years.

[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 ___ additional copy of each proposal.

4.3 The proposal submission address is: **The Chief Executive Officer 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 and time **30/07/2019 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: **60 points**

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.
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.
(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.

<table>
<thead>
<tr>
<th>Assignment Name;</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within country</td>
<td>Professional Staff provided by your Firm/Entity (profiles)</td>
</tr>
<tr>
<td>Name of Client</td>
<td>No. Of staff</td>
</tr>
<tr>
<td>Address</td>
<td>No. of staff-months, Duration of assignment</td>
</tr>
<tr>
<td>Start date (month/year)</td>
<td>Completion date (month/year)</td>
</tr>
<tr>
<td>Name of Associated Consultants if any</td>
<td>No. of months of Professional Staff provided by Associated Consultants</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/ Coordinator, Team Leader) Involved and functions performed</td>
<td></td>
</tr>
<tr>
<td>Narrative description of project</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Service provided by your staff</td>
<td></td>
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</tbody>
</table>

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.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
<tr>
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</table>
### 2. Support Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
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</table>

### (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)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports due/Activities</th>
<th>1</th>
<th>2</th>
</tr>
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<tbody>
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</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Activity (work)</th>
<th>1st</th>
<th>2nd</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

21
2. Completion and submission or report.

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>2. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>a) First status Report</td>
<td></td>
</tr>
<tr>
<td>b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final report</td>
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</tr>
</tbody>
</table>

Section D: FINANCIAL PROPOSAL

(a) SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency</th>
<th>Amount (s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Tender sum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No.________________________ Name _______________________

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate)</th>
<th>Remuneration rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Staff</td>
<td>i)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
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</tbody>
</table>
SECTION E: TERMS OF REFERENCE

The terms of reference for debt collection services are:

1. To get a list of defaulted debts from the Hospital-Finance Department and institute recovery measures for the same on monthly basis.
2. To contact all the debtors about their account, provide information on that account, make demand for payments, offer to work with the debtor on approved repayment plan by Hospital finance department, accurately explain the consequences of non-payment including legal remedies available.
3. Frequently review existing payment arrangements after an agreed period, ascertain progress and incase of defaults investigate the debtor and if there are grounds for believing that there is non-cooperation institute recovery of the security interests.
4. To make monthly reports on the progress of collections.
5. Ensure that all the proceeds are wired to the Hospital account No. 01003058005200, Hospital paybill number or Bankers Cheque infavor of Kenyatta National Hospital.
6. Surrender all the documents gathered from this work to the hospital once the case is closed with a summary report of each debtor including correspondences from debtors.
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]________________________________

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 Stating 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 Hospital shall pay the debt collector an amount not exceeding the rate of 8% on debt collected within Nairobi and 15% for debts collected outside Nairobi. 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. Payment Conditions

Payment shall be made in Kenya Shilling unless otherwise specified not later than forty five (45) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below

A. Reports

4. Project Administration 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 only during the contract period.

8. Consultant The Consultant agrees that during the term of this
Not to be Engaged in Certain Activities

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

Full name;_______________________________

Title:____________________________________

Signature;______________________________

Date;____________________________________

FOR THE CONSULTANT

Full name;______________________________

Title:____________________________________

Signature;______________________________

Date;____________________________________
EVALUATION CRITERIA
General Requirements, Qualification and Experience

Bidders shall be evaluated on the basis of the following Mandatory requirements and technical requirements. Bidders who will pass the mandatory requirements will be considered for technical evaluation.

A) Mandatory requirements

<table>
<thead>
<tr>
<th>NO</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of two Tender documents securely bound and clearly marked original and copy, book bound. No loose or stapled documents will be accepted.</td>
</tr>
<tr>
<td>2</td>
<td>All pages of both (Original &amp; Copy) documents Must be sequentially serialized by the tenderer.</td>
</tr>
<tr>
<td>3</td>
<td>Copy of Certificate of Registration/Incorporation</td>
</tr>
<tr>
<td>4</td>
<td>Copy of a Valid KRA Tax compliance Certificate/Exemption</td>
</tr>
<tr>
<td>5</td>
<td>Provide a copy of current/valid registration certificate issued by the council of debt collectors of Kenya for at least one employee responsible for debt collection</td>
</tr>
<tr>
<td>6</td>
<td>Bid bond of Ksh. 20,000.00 valid for 150 days from the date of tender opening</td>
</tr>
<tr>
<td>7</td>
<td>Business questionnaire duly complete signed and stamped including declaration of conflict of interest and declaration that tenderer is not debarred from participating in procurement proceedings.</td>
</tr>
</tbody>
</table>

B) Technical Evaluation Criteria

The bidders shall be evaluated on the basis of their responsiveness to the following information using the attached standard forms as per clause

<table>
<thead>
<tr>
<th>No</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bids documents submitted and marked as required (spiral or book bound)</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Specific Experience</td>
<td>15</td>
</tr>
<tr>
<td>a.</td>
<td>The firm should provide at least three (3) reference sites where they have undertaken similar assignments. Bidders must attach copies of contracts/proof for each assignment in large establishments</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>In each of the assignment, the firm should describe the nature of the assignment, the role of the firm in the planning, implementation and closing of the assignment. The firm should also demonstrate successful completion of the assignments.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Work Plan and Methodology</td>
<td>10</td>
</tr>
<tr>
<td>a.</td>
<td>Understanding of TOR</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Technical Approach and Methodology including proposed concept design</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Work plan</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Organization and Team Composition</td>
<td></td>
</tr>
</tbody>
</table>

27
<table>
<thead>
<tr>
<th></th>
<th>Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Bidder should provide evidence of technical Training and Experince bidders’ staff:</td>
</tr>
<tr>
<td></td>
<td>a. The bidder should provide CV’s of all Key Technical staffs who will be engaged in the assignment in format provided in the tender document</td>
</tr>
<tr>
<td></td>
<td>b. As Evidence of relevant training, bidders should attach copies of professional certificates of the Key Technical Staffs in relevant areas of Expertise.</td>
</tr>
<tr>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>80</td>
</tr>
</tbody>
</table>

NB: pass marks 60 points
10.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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** ………………………………………

- **Citizenship details**

…………………………………………………………………………………………………………………

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

29
### Part 2 (b) Partnership

Given details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NB:** If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

### Mandatory

Part 3 (a) – Pursuant to section 59(1)(a),(2) and (3) 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 (or any other applicable legislation in the Country of registration)

1 /we the Director(s) of Company/Firm ..............................................................hereby
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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1…</td>
<td>……</td>
<td>…</td>
<td>…</td>
</tr>
<tr>
<td>2…</td>
<td>……</td>
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</tr>
<tr>
<td>3…</td>
<td>……</td>
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</tr>
<tr>
<td>4…</td>
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<td>…</td>
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<tr>
<td>5…</td>
<td>……</td>
<td>…</td>
<td>…</td>
</tr>
</tbody>
</table>

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and section 26 of the Regulations 2006 (or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firm……………………………………………………………………..confirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1…</td>
<td>……</td>
<td>…</td>
<td>…</td>
</tr>
<tr>
<td>2.</td>
<td>…</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
<tr>
<td>5.</td>
<td>…</td>
<td>…</td>
<td>…</td>
</tr>
</tbody>
</table>

Sign ………………………..Date ………………………..Stamp………………..

NB: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.
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
TENDER SECURITY FORM

Whereas ……………………………………………. [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated .......... [date of submission of tender] for the supply, installation and commissioning of …………………………………………………..[name and/or description of the equipment]
(hereinafter called “the Tender”) …………………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… ……………… of ……………………………………………. having our registered office at …………………
…………………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… ……………… of (hereinafter called “the Bank”), are bound unto …………….. [name of Procuring entity} (hereinafter called “the Procuring entity”) in the sum of ………………………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____________ day of _______________ 20 _____________.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_______________________________
[signature of the bank]
(Amend accordingly if provided by Insurance Company)