REQUEST FOR PROPOSAL

FOR

PROCUREMENT OF CONSULTANCY SERVICES FOR FIRE AND SAFETY AUDIT FOR F/Y 2020-2021

KNH/RFP/04 /2020-2021
KENYATTA NATIONAL HOSPITAL

REQUEST FOR PROPOSAL

FOR

PROCUREMENT OF CONSULTANCY SERVICES FOR FIRE AND SAFETY FOR F/Y 2020-2021

KNH/RFP/03/2020-2021
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SECTION I - LETTER OF INVITATION

RE: REQUEST FOR PROPOSALS FOR PROCUREMENT OF CONSULTANCY SERVICES FOR FIRE AND SAFETY AUDIT FOR F/Y 2020-2021

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:
   
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</tr>
</tbody>
</table>

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 proposal 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.
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.

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.

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).

4. 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.
5. 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 KNH Supply Chain Management main entrance on or before 28th May 2020 at 10.00am.
SECTION II: - INFORMATION TO CONSULTANTS (ITC)

Introduction

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.

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.

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.

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.

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.

The procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
The price to be charged for the tender document shall not exceed KES.1,000/= 

The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

**Clarification and Amendment of RFP Documents**
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.

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.

**Preparation of Technical Proposal**
The Consultant’s proposal shall be written in English language.

In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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

1. 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.

2. 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.

(i) 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.

(ii) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(iii) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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”.

The Technical Proposal shall NOT include any financial information.

Preparation of Financial Proposal
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.

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.

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

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.

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.

Submissions, Receipt, and Opening of Proposals

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.

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.

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.”

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.

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.

Proposal Evaluation General
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.

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

Evaluation of Technical Proposal
The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference. 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.”

Public Opening and Evaluation of Financial Proposal
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.

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.

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.

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.
The formulae for determining the Financial Score \( (S_f) \) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:

\[
S_f = 100 \times \frac{F_{m}}{F}
\]

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 \( (T=\text{the weight given to the Technical Proposal}; \ P=\text{the weight given to the Financial Proposal}; \ T + P = 1) \) 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%.

The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

**Negotiations**

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.

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

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.

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.

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

**Award of Contract**

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.

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

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.

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

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
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.

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.

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 to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Particulars of appendix to instructions to Consultants</th>
</tr>
</thead>
</table>
| 1.1              | a. The tender is open to all bidders specialized in media and public relations  
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  
d. Consultancy Services for Media and Public Relations |
| 1.8              | 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.  
The procuring entity shall allow the tenderer to review the tender document free of charge before being issued. |
2.1 The request for clarification and the response shall be in writing through the:

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

**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.

2.5.4 a. The proposal submission address is:

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

Information on the **outer envelope** should also include the following information:

**KNH/RFP/04/2020-2021**  
TECHNICAL AND FINANCIAL FOR PROVISION OF CONSULTANCY SERVICES FOR FIRE AND SAFETY AUDIT

b. Consultants must submit “**ONE**” original and “**ONE**” additional copy of technical and financial proposal.

c. Proposals must be submitted on or before 28th May, 2020 at 10.00am.
## 2.7 Evaluation of Proposals

### A. PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Complies/ Not complied</th>
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<tbody>
<tr>
<td>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)</td>
<td>Not complied</td>
</tr>
<tr>
<td>MR2 A detailed company profile.</td>
<td></td>
</tr>
<tr>
<td>MR3 A certificate of incorporation/registration</td>
<td></td>
</tr>
<tr>
<td>MR4 A valid tax compliance certificate/ exemption certificate</td>
<td></td>
</tr>
<tr>
<td>MR5 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</td>
<td></td>
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<tr>
<td>MR7 Submit “ONE” original and “ONE” additional copy of technical and financial proposal. The technical and financial proposals shall be submitted in separate envelopes.</td>
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</tr>
<tr>
<td>MR8 Submitted bid documents MUST be sequentially serialized (paginated) on all the pages by the tenderer.</td>
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<tr>
<td>MR 9 MUST provide evidence of being licensed by DOSHS (by Health and Safety advisors).</td>
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**NOTE:** 100% compliance required. Firms that fail to provide all the Mandatory Requirements (MR) above shall not proceed to the next level of technical evaluation.
B. TECHNICAL EVALUATION

A) Technical Evaluation Criteria

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

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<th>No</th>
<th>Criteria</th>
<th>Points</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>Specific Experience</strong></td>
<td></td>
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<tr>
<td></td>
<td>a. The firm should provide at least three (3) reference sites where they have undertaken similar assignments. Bidders must attach copies of signed contracts/proof for each assignment in large establishments for the last 5 years (5 marks each)</td>
<td>15</td>
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<tr>
<td></td>
<td>b. The firm should demonstrate successful completion of the assignments by attaching completion certificate</td>
<td>15</td>
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<tr>
<td>2</td>
<td><strong>Work Plan and Methodology</strong></td>
<td>40</td>
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<td></td>
<td>The firm should provide a logical, well-structured work plan consistent with the timeframes and terms of References of this RFP to demonstrate the understanding of the TORs and the Technical approach methodology including organisation and team composition.</td>
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<td>4</td>
<td><strong>Personnel</strong></td>
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<td></td>
<td>Bidder should provide evidence of technical Training and Experience bidders’ staff:</td>
<td></td>
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<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>
<td>15</td>
</tr>
<tr>
<td></td>
<td>b. As Evidence of relevant training, bidders should attach certified copies of professional certificates of the Key Technical Staffs in relevant areas of Expertise.</td>
<td>15</td>
</tr>
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<td></td>
<td>TOTAL</td>
<td>100</td>
</tr>
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NOTE: The Pass mark is 80%. Only bidders who score 80% and above will be subjected to financial evaluation. Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.
The formulae for determining the Financial Score ($S_f$) shall, unless an alternative formula is indicated in the Appendix “ITC”, be as follows:

$$S_f = 100 \times \frac{F_m}{F}$$

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%

The weights given to the Technical and Financial Proposals are:

- $T=\text{__________}(0.80)$
- $F=\text{__________}(0.20)$
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.

<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>Clients contact person for the assignment.</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>Approx. Value of Services (KES)</td>
<td></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 Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</table>

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

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

2. Support Staff

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Reports Due: _______

Activities Duration: _______

Signature: ___________________

(Authorized representative)

Full Name: ___________________

Title: ___________________

Address: ___________________
8. **ACTIVITY (WORK) SCHEDULE**

(a). Field Investigation and Study Items

\[1^{st}, 2^{nd}, \text{ etc., are months from the start of assignment}\]

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1(^{st})</th>
<th>2(^{nd})</th>
<th>3(^{rd})</th>
<th>4(^{th})</th>
<th>5(^{th})</th>
<th>6(^{th})</th>
<th>7(^{th})</th>
<th>8(^{th})</th>
<th>9(^{th})</th>
<th>10(^{th})</th>
<th>11(^{th})</th>
<th>12(^{th})</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>4. 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>
<td></td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost (Ksh)</th>
<th>Total cost (Ksh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Professional consulting fees (Table 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Miscellaneous Expenses (Table 3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Reimbursable costs if any (Table 4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Other costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>16% VAT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand summary**
### 3. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity NO.:</th>
<th>Description: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price Component</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>________________</td>
</tr>
</tbody>
</table>
4. BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity No:………………………………..Name………………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Names</strong></td>
</tr>
<tr>
<td>Staff (i)</td>
</tr>
<tr>
<td>(ii)</td>
</tr>
<tr>
<td>16% VAT</td>
</tr>
<tr>
<td>.....</td>
</tr>
<tr>
<td>Grand total</td>
</tr>
</tbody>
</table>

36
### 5. REIMBURSABLES PER ACTIVITY

Activity no. ________________  Name ________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Air travel if any</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Road travel if any</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rail travel if any</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance if any</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>16% VAT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 6. FORM FOR INVESTIGATIVE/SPECIAL/ADHOC AUDITS

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Daily KES</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rates of Professional Fees for Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Rates for professional fees for Team leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Rates for professional fees for Senior consultant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Rates for professional fees for Consultants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Reimbursable costs</td>
<td></td>
<td>To be charged at cost</td>
</tr>
<tr>
<td>6</td>
<td>Miscellaneous expenses</td>
<td></td>
<td>To be charged at cost</td>
</tr>
</tbody>
</table>
### 7. MISCELLANEOUS EXPENSES

**Activity No.** ________________ **Activity Name:** ________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs (telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>16% VAT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16% VAT
SECTION V: TERMS OF REFERENCE

1. TERMS OF REFERENCE FOR FIRE RISK ASSESSMENT/AUDIT:

i. The Fire Risk Audit will cover all areas of KNH including the residential areas.

ii. The audit shall be carried out according to the provisions of OSHA 2007 and its subsidiary legislations

iii. Auditor(s) must be registered with the DOSHS as Fire Risk Auditor(s)/Assessors and must be in possession of a valid license

iv. Auditor(s) must have carried out at least three recent Risk Assessments/Audits in large establishments/organizations

v. The Auditor(s) and/or their organization must have the relevant business/trade licenses from relevant authorities

vi. An audit timetable shall be provided by the Auditor(s)

vii. The final report of the audit should be ready within thirty (30) days from the last date of data collection from the hospital and the report must be agreed upon by hospital management.

viii. The Auditor(s) shall give a 10 minutes PowerPoint presentation to the KNH Senior Management Team before final draft is prepared

ix. The Auditor(s) shall arrange to submit the final report to the DOSHS as required by the OSHA 2007 and have the report certified

x. The final report certified by the DOSHS shall be submitted in soft copy and four hand copies spiral bound to the hospital management. The report shall be accompanied by an acknowledgement from DOSHS
Appendix A: **Cost Estimate of Services, List of Personnel and Schedule of Rates**

### (1) Remuneration of Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Rate (per month/day/hour in currency)</th>
<th>Time spent (number of month/day/hour)</th>
<th>Total (currency)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Team Leader</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Sub-Total (1)

### (2) Reimbursables

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Air Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Road Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Per Diem</td>
<td></td>
<td></td>
<td>Sub-Total (2)</td>
</tr>
</tbody>
</table>

**TOTAL COST:**

**Physical Contingency:**

**CONTRACT CEILING:**
SECTION VI: SAMPLE CONTRACT - 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 whose registered office is situated at] ___________________________ [insert Client’s address] (hereinafter called “the Client”) of the one part AND ___________________________________________ [Insert Consultant’s name] of [or whose registered office is situated at] ___________________________ [insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

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

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

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

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/Software

Any studies, reports or other material, graphic, 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.


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 ............................................

- Citizenship details

...........................................................................................................

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>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
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<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>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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NB: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.
**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/Firm……………………………………………………………………………………………………….hereby declare that I /we are not a board member, employee or even a relative to any employee of Kenyatta National Hospital.

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**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/Firm.........................................................confirm that company /Firm .................................................................has not been debarred in Kenya not to

Participate in any Tender/Bidding in Kenya.

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Sign ....................Date ..........................
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..................