



**THE DEPARTMENT OF HEALTH
COUNTY GOVERNMENT OF KILIFI
STANDARD REQUEST FOR PROPOSALS (RFP)**

**REQUEST FOR PROPOSALS TO PROVIDE CONSULTANCY SERVICES FOR
ARCHITECTURALLY SIGNIFICANT OR FIXED POWERED AND NON-POWERED
MEDICAL EQUIPMENT, ENERGY EFFICIENCY AND SOLAR ENERGY,
PLANS FOR WATER RECYCLING PLANT,
KILIFI COUNTY HOSPITAL HEALTH COMPLEX**

TENDER REFERENCE NO. KCG/HOSP/MS/773506-2019/2020

**The Department of Health
County Government of Kilifi**

Email: inforchiefsoffice@gmail.com

February 2020

**Tender Closing Date & Time: 19th February, 2020 at 1100 hrs.
(East Africa Time)**

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SECTION I
1.1 LETTER OF INVITATION
SECTION 2 - INFORMATION TO FIRM(S)

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SECTION 2 - INFORMATION TO FIRM(S)

2.1 Introduction

- 2.1.1 The Department of Health-County Government of Kilifi will select a firm of expertise consultant(s) among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations. The method of selection shall be as indicated in the Appendix to information to Firm(s)
- 2.1.2 The Firm(s) are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the Firm(s). In such a case the highest ranked individual Firm(s) in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual Firm.
- 2.1.4 The Firm(s) must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, Firm(s) are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual Firm to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification of the RFP documents

- 2.2.1 Individual Firm(s) may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent via email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by writing or email 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 individual Firm(s) invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual Firm(s) amend the RFP. Any amendment shall be issued in writing via email to all invited individual Firm(s) and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual Firm(s)' proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual Firm(s) is expected to examine the documents consisted in the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual Firm(s) must give particulars attention to the following:
- (a) If an individual Firm(s) considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual Firm(s) will not

propose other individual Firm(s) invited to submit proposals for the assignment. Any individual Firm(s) in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the exercise of the proposals to Firm(s) must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual expertise in the Firm(s)' shall provide a CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual expert's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual Firm(s) are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 150 days after the submission date. During this period the individual Firm(s) is expected to keep available at their own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the Firm(s) who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the Firm.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual Firm(s). Any such corrections must be initialed by the individual Firm.

2.5.2 For each proposal the individual Firm(s) shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked -
The original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to Firm(s) and clearly marked “DO NOT OPEN before

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to Firm(s). Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual Firm(s) unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the individual Firm(s) submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual Firm(s)' number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual Firm(s) wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to Firm(s). Any effort by an individual Firm(s) to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual Firm(s) proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following point's criteria

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual Firm unopened.

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual Firm(s) whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the Firm(s) who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the

procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual Firm(s) who choose to attend the opening. The name of the individual Firm, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual Firm(s)' proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to Firm(s). Unless otherwise stated in the appendix to the instructions to Firm(s) the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual Firm(s) achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to Firm(s). The purpose of the negotiations is for the procuring entity and the individual Firm to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual Firm(s) to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual Firm whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual Firm(s) that they were unsuccessful and return the financial proposals of the individual Firm(s) who did not pass technical evaluation.

2.10.2 The selected individual Firm is expected to commence the assignment on the date indicated in the appendix to the information to Firm(s) or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual Firm(s) who submitted the proposal or to other persons not officially concerned with the process, until the winning individual Firm has been notified that he/she has been awarded the contract.

2.12 Performance security

2.12.1. Within fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.12.2. Failure of the successful tenderer to comply with the requirement of clause 2.12.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.13 Corrupt or fraudulent practices

- 2.13.1 The procuring entity requires that the Firm(s) 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/she has not and will not be involved in corrupt or fraudulent practices.
- 2.13.2 The procuring entity will reject a proposal for award if it determines that the Firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.13.3 Further a Firm that is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.14 Appendix to information to Firm(s)

Notes on the Appendix to Information to Firm(s)

1. The Appendix to information to Firm(s) is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to Firm(s) included in Section 2 and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section 2 to be incorporated.
 - (b) Amendments of Section 2 as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section 2 should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Firm(s)

The following information for procurement of consultancy services and selection of Firm(s) shall complement or amend the provisions of the information to Firm(s), wherever there is a conflict between the provisions of the information and to Firm(s) and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to Firm(s).

Reference	Appendix Information
2.1	The name of the Client is: The Department of Health-County Government of Kilifi
2.1.1	The method of selection is Quality and Cost Based Selection (QCBS)
2.1.2	Technical and Financial Proposals are requested: Yes The name, objectives, and description of the assignment are as given in the Terms of Reference
2.1.3	The name(s), address(es) and telephone numbers of the Client's official(s) are: County Executive Committee Member Finance and Economic Planning County Government of Kilifi P.O Box 518-80108 Kilifi
2.1.4	The Client will provide the following inputs: To provide the following to support seamless provision of the services to successful bidder: <ul style="list-style-type: none"> • Access to necessary facilities • Any material necessary for the performance of the assignment
2.1.5 (ii)	The estimated number of professional staff months required for the assignment is 12 months including hand holding.
2.1.5 (iv)	The minimum required experience of proposed professional staff is: see evaluation criteria
2.1.6	Training is a specific component of this assignment: Yes
2.1.6 (vii)	Additional information in the Technical Proposal includes: None
2.1.7	Taxes: Bidders must quote inclusive of all applicable taxes
2.5.2	Firm(s) must submit an original of each proposal.

2.5.3	<p>the proposal submission address is: County Executive Committee Member Finance and Economic Planning, County government of Kilifi P.O Box 518-80108 Kilifi Submitted through the ifmis portal</p>
2.5.4	<p>Proposals must be submitted no later than the following date and time: 19th February 2020 at 1100hrs East Africa Time</p>
2.6.1	<p>The address to send information to the Client is inforchiefsoffice@gmail.com</p>
2.6.3	<p>The minimum technical score required to pass is 60 marks</p>
2.7.1	<p>Financial scores will be determined by the ifmis system.</p> <p>weights given to the Technical and Financial Proposals are: T=80 P=20</p>

2.7	<p>EVALUATION</p> <p>Preliminary evaluation</p> <p>Particulars of interested eligible tenderers</p> <p><i>Firm(s) shall provide the following mandatory requirements which shall be used for the preliminary evaluation (failure to submit the mandatory requirements will lead to disqualification from the tender process).</i></p> <ul style="list-style-type: none"> a) Copy of valid Tax Compliance Certificate b) Duly filled confidential business questionnaire c) Duly filled Bidder`s Declaration and Integrity Pact d) Single Business Permit e) Certificate of Incorporation/Business name registration certificate f) CR 12 for the year 2019 or Identity card for Business name owner/s

TECHNICAL EVALUATION CRITERIA		
	TECHNICAL EVALUATION CRITERIA FOR TENDER FOR PROCUREMENT OF INDIVIDUAL CONSULTANCY SERVICES FOR COMPLIANCE (documentary evidence should be given)	MARKS
a	Key Experts’ qualifications and competence for the Assignment (Consultant to attach CV outlining the requirements below)	
	i. A bidder must submit a list of experts in the following fields –Radiologist ,immuno-oncologist, Trauma & critical care , radio-physicist, Medical Laboratory scientist, Green energy expert, and ICT expert in EMR-LMIS-(in addition to the list, attach CV of individual expert and academic/professional certificate)	20
	ii. General qualifications for the experts– Master’s degree and above from a recognized institution in the relevant fields of Health	10
	iii. The owners’ of the CVs shall attach letters of engagement with the Firm	10
	iv. Specific past experience in similar undertaking (≥5 assignments) in “proposals to provide consultancy services for architecturally significant or fixed powered and non-powered medical equipment, energy efficiency and solar energy, plans for water recycling, and plant Kilifi County Hospital health complex”,	10
	v. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) <i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds in detail to the TORs, work plan is realistic and implementable; overall consultant has an appropriate skills mix; and the work plan has right input of Expertise}</i>	20
	vi. Submit audited financial/bank statements for the last 3 years or line of credit equivalent to tender sum	10
	Total Marks	80

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	<p>The minimum score to be considered technically responsive is 60 marks and the possible total is 80 Marks.</p> <p>Only tenderers who score the minimum 60 marks and above will proceed to financial evaluation</p>
2.9.2	<p>Negotiations</p> <p>a) Competitive negotiation</p> <p>The Department of Health-County Government of Kilifi shall conduct competitive negotiations where the evaluated price is in excess of available budget or if there is a tie in the bid sum.</p>
2.10	<p>Award criteria</p> <p>The Department of Health-County Government of Kilifi will award the contract to the Firm with the Highest Score after successful negotiations.</p>
2.11	<p>Particulars of professional Indemnity Cover.</p> <p>The amount of Professional Indemnity cover shall be 2% of the Contract Price from Insurance Company registered with the Insurance Regulatory Authority.</p>
2.12	<p>Corrupt and fraudulent practices</p> <p>It is a requirement that both The Department of Health-County Government of Kilifi and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, The Department of Health-County Government of Kilifi requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of The Department of Health-County Government of Kilifi and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, The Department of Health-County Government of Kilifi will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VI – Standard forms). Non-delivery of the Bidders Declaration and Integrity Pact (Section VI – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process.</p> <p>The Department of Health-County Government of Kilifi reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>

SECTION 3 - TERMS OF REFERENCE (TOR)

3.1 Background

3.1.1 The Kilifi County Health Complex, a vision of Governor Amason J. Kingi, EGH, shall be the designated Centre for specialized medical services and a teaching and referral facility in the North Coast region. The Health complex will have a complete Cancer Management Unit offering Radiation and Chemotherapy Services, an advanced Trauma facility, Diagnostic and Imaging facilities, Intensive Care Unit (ICU) and state of the art Operating Rooms.

3.2 Objectives

The objective of the consultancy is to provide guidance on infrastructural development and service delivery of the Kilifi County Health complex as outlined in the TOR

3.3 SCOPE OF CONSULTING SERVICES

The Firm will be contracted to:

- 3.3.1 Expert advice on specification of equipment and mode of sourcing for the Kilifi County Hospital Complex with all the facilities of a Modern Specialty Hospital and Trauma Center and to maintain the same in economically sustainable contracts and/or partnerships. This should include and not limited to Architecturally Significant or Fixed Powered and Non-Powered Medical Equipment.
- 3.3.2 Proposals on the most efficient way to network Medical Consultants, in all areas of modern medicine, in order to make Kilifi Hospital an all-round medical facility
- 3.3.3 Advice on adoption and utilization of Green Energy and water recycling initiatives
- 3.3.4 Advise on Modern Hospital Beautification, vehicle (cars, motorbikes and bicycles) parking and Landscaping.
- 3.3.5 Advise on ICT towards EMR-LMIS
- 3.3.6 Advise on the location of canteen for staff and clients.

Duration for undertaking the assignment

The Consultancy will be undertaken within a period 12 months including hand holding.

Reporting structure

The Firm will work in close consultation with the Project Manager (Public Works), the Client (Department of Health) and the Main contractor (Through Project Manager and Department of Health).

Deliverables

#	Output	Duration
1	Provide an Inception report after the commencement of the consultancy. The report should outline the work to be undertaken and an updated schedule of work.	1 week
2	A baseline assessment Report of Kilifi County Hospital and the Health Complex	1 week
3	<p>Issuance of Final Medical Equipment List: Update and finalize all equipment requirements into equipment list based on the user meetings.</p> <p>The equipment list shall contain Equipment Category, Description and Quantities per Room.</p> <p>The equipment list shall be provided in electronic format. Hardcopy versions can be provided as additional reproduction and delivery costs.</p>	4-6 Weeks
4	Produce midterm progress report highlighting strengths, weaknesses, opportunities and threats for the project.	6 months
5	Hand holding period for knowledge and skills transfer	12 months
6	Provide summative report	12 months

SECTION 4 - TECHNICAL PROPOSAL (TP)

Notes on the preparation of the Technical Proposals

- 4.1 In preparing the technical proposals the Firm is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the Firm's own risk and may result in rejection of the Firm's proposal.
- 4.2 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.
- 4.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the Firm(s) or the Special Conditions of contract.

TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form
2. Expertise's references
3. Comments and suggestions of Firm(s) on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Format of curriculum vitae (CV) for the experts
6. Activity (work schedule)

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-*where applicable*].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the Assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF THE FIRM 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. FORMAT OF CURRICULUM VITAE (CV) FOR THE CONSULTANT

Proposed Position:

Name of Firm:

–

Name of Staff:

–

Profession:

–

Date of Birth:

–

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

Date; _____
[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

6. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION 5- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

- 5.1 The Financial proposal prepared by the Firm 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.
- 5.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 5.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

The financial proposal shall be prepared and submitted by the Firm(s) in the following manner:

Table of Contents

1. Financial proposal submission Form
2. Breakdown of rates
3. Reimbursables at cost

(to be prepared by the Firm as appropriate)

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. BREAKDOWN OF REMUNERATION

Activity No.-----			Name: -----	
Name	Position	Input (Staff months, days or hours as appropriate)	Remuneration rate	Amount
Firm				
Grand Total				-----

2. LIST REIMBURSABLES – THESE SHALL BE AT COST

Activity No: _____
 Name: _____

No.	Description	Unit
1.		
2.		
3.		
4.		

SECTION 6- STANDARD FORMS

6.1 Notes on standard forms

The tenderer shall complete and submit with its tender the confidential business questionnaire and the Bidders' declaration and Integrity Pact pursuant to clause 2.7 of the Appendix to Instructions to tenderers and in accordance with the requirements included in the special conditions of contract.

1 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name
Location of Business Premises
Plot No, Street/Road

Postal addressTel No.Fax Email

Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time – KShs.
Name of your bankers
Branch

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <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> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship Details	Shares																	
1.																				
2.																				
3.																				
4.																				

<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal KShs.</p> <p>Issued KShs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">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> </tbody> </table>				Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship Details	Shares																				
1.																							
2.																							
3.																							
4.																							
<p>Date.....Signature of Candidate.....</p>																							

2 BIDDER'S DECLARATION AND INTEGRITY PACT

BIDDER'S DECLARATION

We/I the undersigned, in the capacity of for [*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose of our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Signature: [.....]

Place and date: [.....]

Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this

Integrity Pact, concerning the present tender for:
_____, all personnel
of _____ and its sub-contractors and
agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by **The Department of Health-County Government of Kilifi** for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by **The Department of Health-County Government of Kilifi** for a period of two (2) years. If any unethical behavior is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by **The Department of Health-County Government of Kilifi** for a period of two (2) years. If proven as a fact that we have offered bribes to **The Department of Health-County Government of Kilifi** or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by **The Department of Health-County Government of Kilifi** for a period of two (2) years. If proven that we have offered bribes to **The Department of Health-County Government of Kilifi** or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by **The Department of Health-County Government of Kilifi** for a period of two (2) years.

3. In case it is proven that we have offered bribes to a related official or a **The Department of Health-County Government of Kilifi** official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and **The Department of Health-County Government of Kilifi**, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidder's profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, **The Department of Health-County Government of Kilifi** to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
- 6 The bidder authorizes **The Department of Health-County Government of Kilifi**, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a "Special Condition of Contract," and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed:

SECTION 7 - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL FIRM(S)

Notes to preparation of the Standard Contract Form

(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Firm's clause 2.10.2.

SECTION 8 - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL FIRM(S)
(lump-sum payments)**

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 Firm name] of [or whose registered office is situated at]

_____ [insert Firm(s)address] (hereinafter called “the Firm”) of the other part.

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

WHEREAS the Firm is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows: -

1. **Services**
 - (i) The Firm shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
 - (ii) The Firm shall provide the personnel listed Appendix B, “Firms’ Personnel,” to perform the Services.
 - (iii) The Firm shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Firm’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Firm shall perform the Services during the Period commencing on _____ [insert starting date] and 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 Firm an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Firm's costs and profits as well as any tax obligation that may be imposed on the Firm.

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

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. **Payment Conditions**
Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Firm 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 Firm 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, "Firm'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 Firm undertakes to perform the Services with the highest standards professional and ethical competence and integrity. The Firm shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Firm shall not, during the term of this contract and within two years after its expiration. Disclose any proprietary or confidential Information relating to the Services, this Contract or the Client's business or operations without the Prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic,

software or otherwise prepared by the Firm for the Client under the Contract shall belong to and remain the property of the Client. The Firm may retain a copy of such documents and software.

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

The Firm agrees that during the term of this Contract and after its termination the Firm and any entity affiliated with the Firm 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 Assignment**

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

10. The Firm shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language**

Kenyan law and the language of the Contract shall English language

12. **Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Firm

Full name

Full name

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

REQUEST FOR REVIEW

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO..... OF.....20.....

BETWEEN APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of

.....dated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address: Physical address..... Fax No.....Tel. No.....Email, hereby request the

Public Procurement Administrative Review Board to review the whole/part of the above-mentioned decision on the following grounds, namely: -

- 1.
- 2

By this memorandum, the Applicant requests the Board for an order/orders that:
-

- 1.
- 2

SIGNED (Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary