



THE NAIROBI HOSPITAL

REQUEST FOR PROPOSAL

**FEASIBILITY STUDY, DESIGN OF CONCEPT AND PROJECT SUPERVISION
FOR DEVELOPMENT OF A PRIME PROPERTY**

REFERENCE NO: TNH/002/17/ADMIN

CLOSING DATE: 9TH MARCH, 2017

CLOSING TIME: 11.00 A.M. EAST AFRICAN TIME

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1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by The Nairobi Hospital (TNH) and it is made available to the Bidders on the following basis.

Bidders submitting a Bid in response to this RFP are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out below:

- 1.1. The Nairobi Hospital reserves the right to amend, modify or withdraw this RFP or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice and without liability to compensate or reimburse any person.
- 1.2. The TNH reserves the right to call for supporting documentation in order to confirm any information provided by a Bidder in its RFP Bid.
- 1.3. This RFP is not intended to form the basis of a decision to enter into any transaction involving the TNH, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.4. A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of six months from the date of submission to the TNH. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between the TNH and the Preferred Bidder.
- 1.5. The TNH will not assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP.
- 1.6. Briefing Session: Should the briefing session be held, the sharing of information and clarifications of issues related to this Bid, as given by the TNH during such session will form part of this Bid and responses.

- 1.7. Any requirement set out in this RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the TNH, and save as expressly stated to the contrary, may be waived by the TNH in its sole discretion at any stage in the RFP process.
- 1.8. The TNH may rely on a Bid as being accurate and corporate in relation to the information and proposals provided therein by the Bidders.
- 1.9. All Bids submitted to TNH will become the property of the TNH and will as such unless otherwise stipulated on the bid documents not be returned to the Bidder. The TNH will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.
- 1.10. If TNH amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.11. RFP shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, the TNH reserves the right to waive any irregularities and to make award in the best interest of the company.
- 1.12. The TNH reserves the right to accept or reject in part or whole any bid submitted, and to waive any technicalities for the best interest of the hospital and will not be obliged to disclose the reasons that informed any of the decisions made.
- 1.13. RFP's may be rejected, among other reasons, for any of the following specific reasons:
 - 1.13.1. RFP's received after the closing date and time as specified.
 - 1.13.2. Unbalanced value of any items.
 - 1.13.3. If the documents requested for in the tender document are missing, this may include company registration, tax registration and valid certificates.
 - 1.13.4. RFP documents not initialed on every page,
 - 1.13.5. RFP containing irregularities.
 - 1.13.6. Reason for believing collusion among bidders.

- 1.13.7. The service provider(s) being in arrears on any existing contract or having defaulted on previous contracts.
- 1.14. The TNH reserves the right to require that any bidder provide a formal presentation of its RFP at a date and time to be determined by TNH. The TNH shall provide all instructions and clarification regarding the purpose and scope of the demonstration. All expenses must be borne by the bidder.
- 1.15. All costs associated with the preparation and submission of the Bid will be borne by the bidder(s). The costs shall not be chargeable to TNH by successful or unsuccessful Bidder.
- 1.16. This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- 1.17. All Bids must be formulated and submitted in accordance with the requirements of this RFP.

2. TERMS OF REFERENCE

i. Background

The Nairobi Hospital is a 350 bed private Hospital located in Hurlingham area, Nairobi. The Hospital is expanding significantly and our commitment is to give professional high quality healthcare services to our clients and customers. To further enhance this capability, and in line with the Hospital Master Plan, The Nairobi Hospital intends to develop a prime piece of land located along Argwings Kodhek Road, opposite The Nairobi Hospital's Doctors Plaza. The land is a leasehold property, measuring 4.6 acres (approximately) and currently houses the old School of Nursing (Cicely McDonald School of Nursing.) The property lies within close proximity of major hotels, shopping malls and health facilities.

ii. Scope

The proposed development shall be linked to The Nairobi Hospital's vision of providing world-class treatment and service as well as its master plan for future expansion. Prospective Consultants shall be required to review the Hospitals Mission and Corporate Culture while preparing their proposals by following the link, <http://thenairobihosp.org/about-us/>. The scope of the assignment includes the following;

- a) To carry out a market survey and propose creative and viable development project(s) that can be undertaken on the land.
- b) Undertake a feasibility study for the proposed development projects and/or venture.
- c) Prepare concept designs/drawings for development and operation of the projects.
- d) Supervise implementation of the approved development plans.

iii. Deliverables

The key deliverables expected include:

- i. Market Survey which shall;
 - a. Provide an analysis of the lands potential market for commercial / other development as per the Hospital Master plan.
 - b. Propose viable projects/ ventures to be developed at the property (at least 2 proposals).
- ii. Detailed Feasibility Study for the proposed project(s) which shall cover the following areas;
 - a. Concept and development designs/drawings
 - b. Broad project costing
 - c. Proposed financing options
 - d. Proposed operational model
 - e. Proposed revenue streams

iii. Project Supervision

The selected Consultant shall carry out project supervision including the following functions;

- a. Seek statutory approvals/ permits for commencement of the project.
- b. Lead selection of the Project Contractor(s).
- c. Supervise Project implementation.

iv. Consultants

The Selected Consulting Firm will demonstrate experience in providing similar consultancy services, relating to development of a prime property with similar acreage and / or location. In addition, the firm will demonstrate the output benefits accrued by their reference Client(s) following completion of the project.

The mix of Experts to satisfactorily carry out this assignment shall be proposed by the Consultant and should be Members of relevant Professional bodies. Individual Consulting Firms or Consortiums are also invited to bid.

v. Presentations

All participating bidders will be required to submit with their bids, and thereafter make presentations of the following reports:

- a) Inception Report
- b) Market Survey Report
- c) Feasibility Study Report
- d) Project Business Case (outcome of detailed feasibility studies)
- e) Proposed Development plans and concept designs/drawings

vi. Selection guide

To be successful, the Bidders will complete a market survey/feasibility study and creatively develop and present innovative Project proposals to the Hospital.

Upon completion of the bid evaluation process, the Nairobi Hospital will pay the successful bidder a sum of Ksh200,000/=, and thereafter invite the bidder to partner with the Hospital and provide building consultancy services.

vii. Duration of Consultancy

Bidders shall be required to highlight the estimated timelines for completion of the project in their technical proposal.

3. EVALUATION CRITERIA

Proposed Evaluation Process:

Preliminary Evaluation

A preliminary evaluation shall be conducted to determine whether the bidder has submitted the following mandatory documents/requirements. Where a bidder fails to submit any of the listed documents/requirements, the bidder shall be automatically disqualified and shall not proceed to the technical evaluation stage. TNH reserves the right to seek clarification from the bidder regarding submission/non-submission of the documents listed below from the bidders.

1. Copy of receipt of RFP payment receipt
2. Certificate of incorporation.
3. Current and valid trading license.
4. Confidential business questionnaire filled, signed and stamped.
5. Signed affidavit on litigation history
6. Audited accounts for the last 3 years
7. Valid certificate of tax Compliance
8. KRA PIN and VAT Certificates

Technical Evaluation

Evaluation of the technical proposal shall be carried out using Quality Based Selection (QBS) process. The technical proposals will be evaluated out of 100% and shall be based on their responsiveness to the specification and terms of reference applying the evaluation criteria as follows:-

Description	Criteria	Suggested Maximum Points Scores
Experience Relevant experience and track record in provision of market and feasibility studies for development of similar properties and projects, as well as project supervision.	Names and telephone contacts of at least three (3) previous Client References for whom the Bidder has provided market and feasibility studies within the last seven (7) years. The details should include the value of the assignment as well as the resulting output of the assignment, i.e. benefits that	30

	<p>accrued to Client from the consultancy services</p> <p>Attach copies of contracts from the 3 Client references in addition to filling in the Client reference form provided in clause 6 (v), (b).</p>	
<p>Proposed Solution Adequacy of the proposed Solution in responding to the terms of reference</p>	<p>Satisfactory discussion on ability to meet the requirements as given in the terms of reference, including the strategy and operational plans to deliver satisfactory services.</p> <p>The proposed solution should address the scope and deliverables highlighted in the terms of reference</p> <p>A gantt chart should be provided highlighting the activities that will be undertaken and the proposed duration</p> <p>Costs associated to the proposed development.</p>	50
<p>Consultants/Technical Staff Technical staff competency (provide copies of academic certificates and CVs for the professional staff who will undertake the assignment)</p>	<p>Profiles of the proposed consultants in the ToR</p> <p>Attach copies of academic certificates and CVs which should be relevant to the proposed assignment</p>	20
Total score (Maximum)		100

4. INSTRUCTIONS TO BIDDERS

The following General Instructions (1-11) should be read carefully **prior** to completing your RFP, together with any Special Instructions specific to this Invitation.

1. Submission

Upon completion, your RFP is to be returned as stated in the Invitation Letter. **RFPS and/or amendments delivered after the stipulated time and date of receipt may not be considered and may be returned to the bidder unopened.**

2. Integrity

Your RFP shall be bona fide and you must not have fixed or adjusted your rates in conjunction with any third party, nor communicated your rates to any third party not directly involved in the preparation of your Bid.

3. Confidentiality

We will use our best endeavours to preserve the confidentiality of information supplied by yourself but may on occasion have to supply details to Government bodies or Co-Venturers and will do so as required.

You are required to keep the details of the Request for Proposal confidential and not to communicate them to any person, not directly involved in the preparation of your Bid.

4. Information and Clarity

Your RFP document must be completed in **type or black/blue ink.**

5. Currency and Validity of Rates

All sums are to be quoted in Kenya Shillings (Ksh), and shall include VAT. Unless adjustment is provided for in the Contract, all sums are to be fixed for the duration of any contract awarded on the basis of your RFP.

6. Amendment to Documentation by Bidder

No alteration should be made to any document issued in RFP without obtaining clearance in writing, from the Head of Procurement and Supplies of TNH. Where you consider there has been an omission or error you should inform TNH immediately in writing.

7. Validity of Bids

Your Bid must remain valid for acceptance by us for a period of six months from the date set for receipt of Bids by TNH.

8. Communication

All enquiries and communications regarding this RFP, shall be addressed to the Chief Executive Officer by letter. Where any communication requires clarification by or additional information from TNH the request **must be received by TNH at least five days prior to the date for return of RFPs**. TNH will advise all Bidders of its response to any such requests where appropriate.

9. Safety

It is the policy of TNH to promote the highest standards of safety and training in respect of its operations. TNH requires a similar high standard and commitment from suppliers engaged to carry out work or services for it.

In furtherance of this requirement you should be aware that your standard for, and commitment to, safety and training will be taken into consideration during evaluation of RFPs for the supply and/or services, and if awarded a contract, you will be expected to co-operate with TNH on all safety related issues.

10. Corrupt or Fraudulent Practices

The Nairobi Hospital requires that bidders to observe the highest standard of ethics during the procurement process and execution of contracts.

The Nairobi Hospital will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

11. Tender acceptance

The Nairobi hospital reserves the right to accept or reject a bid either in full or partially and will not be bound to give reasons for whatever decision it deems fit.

12. **Briefing**

Briefing for the Consultants shall be held on 21st February 2017 at 10 a.m. East African time. The venue will be communicated.

Please refer all inquiries to: Ms Margaret Mulanda Tel: 284500 ext 6161

5. FORM OF CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made on..... between THE NAIROBI HOSPITAL having its principal place of business at P.O. Box 30026, Nairobi, Kenya (hereinafter called "TNH") acting on behalf of participants on one part andof P. O. Boxwhose principal place of business is situated at (hereinafter called "BIDDER") on the other part.

WHEREAS TNH is seeking Bids in anticipation of awarding a contract for the Provision of feasibility Study, Design of Concept and Project Supervision for Development of a Prime Property (hereinafter called "Services") relating to the invitation reference:

TNH/002/17/ADMIN (hereinafter called "the Invitation") and wishes to disclose certain technical or other information to BIDDER whether verbal or written or in whatever other form relating thereto, including the invitation itself, (hereinafter "Information") and TNH wishes to preserve the confidentiality of such Information.

And whereas BIDDER wishes to submit a Bid (hereinafter called "Bid") for the said Services.

NOW THEREFORE it is agreed as follows:

1. BIDDER undertakes to use Information solely in connection with the preparation of the Bid and to treat the Information as confidential and proprietary in nature whether or not Information may be so marked or designated. BIDDER shall take all reasonable precautions to safeguard the confidentiality of Information so as to prevent any unauthorized person or entity from having access to such Information.
2. Information shall only be disclosed to such of BIDDER's directors, officers and employees who need to have access thereto. BIDDER shall ensure that such directors, officers and employees are made aware of this Agreement and BIDDER shall use its best endeavors to ensure that they comply therewith.
3. Notwithstanding the provisions of Clauses 1 and 2, above, BIDDER may disclose the Information to its Affiliates, appointed agents, consultants or prospective subcontractors provided that such disclosure shall be solely for the purpose of Bid preparation.

In this clause, "Affiliate" means in relation to BIDDER, any company which is a subsidiary of BIDDER or a company of which BIDDER is a subsidiary or a company which is another subsidiary of a company of which BIDDER is a subsidiary.

4. The parties acknowledge that no warranty or representation is given or implied as to the accuracy or completeness of the Information, all and any of which shall remain the property of TNH. BIDDER shall, as soon as TNH may request in writing, return or destroy, and/or, as the case may be, procure the return to TNH for destruction of all and any Information if so requested.
5. BIDDER shall not copy by any means whatsoever Information, except as may be reasonably necessary for the pursuance of preparation of the Bid.
6. BIDDER shall not make issue or release any public announcement or statement regarding the Invitation, the Bid, any subsequent award of Contract or this Agreement or anything pertaining thereto without the express prior permission in writing of TNH and its prior approval in writing to the text of the proposed announcement.
7. Notwithstanding the foregoing, the provisions of this Agreement shall not apply to Information which:
 - a) Is, at the time of receipt by BIDDER, in the public domain or thereafter becomes part of the public domain otherwise than in consequence of breach by BIDDER, or
 - b) BIDDER can demonstrate that it was in possession of and at its free disposal prior to the date hereof, or
 - c) BIDDER is required to disclose by any applicable law, decree, regulation or rule.
8. BIDDER undertakes to return the whole of the documents comprising the Invitation, and any copies thereof, in the event that a Bid is not submitted.
9. The provisions of this Agreement shall remain in full force and effect until the earlier of:
 - a) Six months from the date of this Agreement, or
 - b) The award of contract between the parties for the Services.
13. This Agreement shall be governed by and construed in all respects by Kenya Law and the Kenya Courts shall have exclusive jurisdiction to hear disputes hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on their behalf the day and year first above written.

FOR AND ON BEHALF OF TNH

FOR AND ON BEHALF OF BIDDER

SIGNATURE: _____

SIGNATURE: _____

NAME: **Gordon Otieno Odundo**

NAME: _____

TITLE: **Chief Executive Officer**

TITLE: _____

DATE: **16th February, 2017**

DATE: _____

6. TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- i. In preparing the technical proposal the bidder is expected to examine all terms and information included in this RFP document. Failure to provide all requested information shall be at the bidder's own risk and may result in rejection of the proposal.
- ii. The technical proposal shall provide all required information and any necessary additional information.
- iii. The Technical proposal shall not include any financial information, and financial information shall be on the Financial Bid ONLY.
- iv. This Bid document shall be bound together with the technical proposal.
- v. The following information **MUST** be provided by the bidder:-
 - a. Company profile
 - b. References from other companies where the bidder has engaged in similar assignments in the last 7 years. The references from previous Clients (at least 3) shall be provided in the format below;

Assignment Name:		Country:
Location within Country:		Professional Staff provided by your firm:
Name of Client:		Clients contact Person for the assignment: Name: Tel. No.: Postal address: Email:
Address:		Duration of Assignment:
Start date (month/year):	Completion date (month/year):	Approx. value of services (Kshs):
Description of actual services provided by the Firm:		

Project output (highlight the location & name of the development that resulted from the market and feasibility study):

- c. Your proposed methodology for carrying out the assignment, including strategic goals, work plans, schedules, milestones and reports.
- d. Profiles of relevant staff detailing qualifications and experience.

7. FINANCIAL PROPOSAL

Notes on the preparation of the Financial Proposal

- (i) The fees/charges payable to the selected consultant shall be guided by the Architects and Quantity Surveyors Act, CAP 525 subject to negotiation.
- (ii) Unsuccessful bidders will not be paid or reimbursed any costs associated with the preparation of the bid documents, plans, designs, drawings and proposals.

8. FORM OF REQUEST FOR PROPOSAL

Chief Executive Officer
THE NAIROBI HOSPITAL
P.O. Box 30026 - 00100,
NAIROBI, KENYA

Dear Sir,

**Re: REQUEST FOR PROPOSAL FOR THE PROVISION OF MARKET AND
FEASIBILITY STUDIES FOR DEVELOPMENT OF A PRIME PROPERTY -
REFERENCE NO: TNH/002/17/ADMIN**

We have examined the documentation issued to us in connection with the above Request for Proposal, namely:

1. Invitation for Request for Proposal Letter
2. Terms and Conditions
3. Terms of reference
4. Evaluation Criteria
5. Instruction to bidders
6. Form of Confidentiality Agreement
7. Technical Bid
8. Financial Bid
9. Form of Request for Proposal
10. Confidential Business Questionnaire

and offer to provide the services set out in said documentation in strict accordance therewith and to the entire satisfaction of TNH at the rates set out in our Bid.

Until a formal contract is executed between us, this Request for Proposal and your written acceptance thereof shall constitute a binding contract between us.

We understand that TNH may accept whole or part of our Bid, but does not bind itself to accepting the lowest or any Bid and that it will not pay for any costs incurred by us in the preparation of our Bid.

SIGNATURE: _____

DATE: _____

NAME: _____

COMPANY: _____

TITLE: _____

9. 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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road</p> <p>Postal address Tel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time - Kshs.</p> <p>Name of your bankers</p> <p>Branch.....</p>

	<p align="center">Part 2 (a) - Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p align="center">Part 2 (b) - Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <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.
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	<p align="center">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 data-bbox="300 420 389 451">Name</th> <th data-bbox="576 420 747 451">Nationality</th> <th data-bbox="893 420 1161 451">Citizenship details</th> <th data-bbox="1282 420 1380 451">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="341 483 373 514">1.</td> <td colspan="3" data-bbox="397 483 1477 514">.....</td> </tr> <tr> <td data-bbox="341 535 373 567">2.</td> <td colspan="3" data-bbox="397 535 1477 567">.....</td> </tr> <tr> <td data-bbox="341 588 373 619">3.</td> <td colspan="3" data-bbox="397 588 1477 619">.....</td> </tr> <tr> <td data-bbox="341 640 373 672">4.</td> <td colspan="3" data-bbox="397 640 1477 672">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.			2.			3.			4.		
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