



<https://bristolpark.or.ke/job/request-for-proposals-rfp/>

REQUEST FOR PROPOSALS (RFP)

TENDER DESCRIPTION

BRISTOL PARK HOSPITAL

"Your Excellent Healthcare Solutions Provider"

Fedha Road, Embakasi, at the Junction of Tassia-Fedha Road and Outer ring Road, P. O Box 9193- 00200, Nairobi Kenya.

Tel. Fedha 0709880000/1 | Utawala 0709880003 | Machakos 0709880004 | Tassia 0709880002 | Kitengela 0709880005;

E-mail: info@bristolpark.or.ke | Website: www.bristolpark.or.ke

PROVISION OF CONSULTANCY SERVICES FOR REVIEW,
DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY
AND PERFORMANCE MANAGEMENT SYSTEM BASED ON
THE BALANCED SCORECARD FRAMEWORK

TENDER NO. BPH005/2025

P.O. BOX 9193 – 00200

NAIROBI

Email: tenders@bristolpark.or.ke

September 2025

Tender Closing Date & Time: 03rd October 2025 at 1000hrs (East African Time)

TENDER DETAILS

SECTION I – LETTER OF INVITATION

TO: (Name and Address of Consultant/s)

Dear Sir/Madam,

RE: PROVISION OF CONSULTANCY SERVICES FOR REVIEW,
DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY AND
PERFORMANCE MANAGEMENT SYSTEM BASED ON THE BALANCED
SCORECARD FRAMEWORK

1.1 Bristol Park Hospital (BPH) Group invites sealed tenders from interested and eligible

candidates for Provision of Consultancy Services for Review, Development and Implementation of a Strategy and Performance Management System Based on The Balanced Scorecard Framework.

1.2 The request for proposals (RFP) includes the following documents:

Section I – Letter of invitation

Section II – Information to Consultants

Appendix for Consultants

Information

Section III – Terms of Reference

Section IV – Technical proposals

Section V – Financial proposal

Section VI – Standard Contract Form

1.3 Upon receipt, please inform us

(a) that you have received the letter of invitation

(b) whether or not you will submit a proposal for the assignment

1.4 The complete Request for Proposal (RFP) document is downloaded from the Bristol Park Hospital Group website www.bristolpark.or.ke free of charge. Bidders who download the tender document from the website MUST register the names and contact details of their firms on the email tenders@bristolpark.or.ke copy to mmutua@bristolpark.or.ke & voroko@bristolpark.or.ke for record and any further clarifications and addenda.

1.5 Prices quoted shall be inclusive of any applicable taxes and shall remain valid for 120 days from the closing date of the tender.

1.6 Interested bidders shall be required to submit their tender documents in two (2) sealed envelopes enclosed in a larger outer envelope clearly labeled "PROVISION OF CONSULTANCY SERVICES FOR REVIEW, DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY AND PERFORMANCE MANAGEMENT SYSTEM BASED ON THE BALANCED SCORECARD FRAMEWORK – Tender Reference No. 005/2025" with the instructions "Do not open before 03rd October 2025 at 1000hrs (East African Time)" as below:

a) Envelope 1 – Preliminary and Technical Proposal
Labeled: "Preliminary and Technical Proposal for PROVISION OF CONSULTANCY SERVICES FOR REVIEW, DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY AND PERFORMANCE MANAGEMENT SYSTEM BASED ON THE BALANCED SCORECARD FRAMEWORK – TENDER REFERENCE NO. 005/2025"

This shall contain the tenderer's Preliminary and technical proposal in response to the tender that will be evaluated as per the technical evaluation criteria summarized in Section 2 – Instructions to Tenderers. The documents clearly labeled "Preliminary and Technical Proposal for PROVISION OF CONSULTANCY SERVICES FOR REVIEW, DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY AND PERFORMANCE MANAGEMENT SYSTEM BASED ON THE BALANCED SCORECARD FRAMEWORK – TENDER REFERENCE NO. 005/2025" shall be submitted as one (1) ORIGINAL which shall be clearly marked "ORIGINAL" as appropriate and one (1) "COPY" which shall be clearly marked as such.

NOTE: The Preliminary and technical proposal shall not contain any financial proposal (envelope 2). Where it contains documentation meant for envelope 2 (financial proposal), this shall lead to the tenderer being disqualified from the tendering process.

b) Envelope 2 – Financial Proposal

Labeled: "Financial Proposal for PROVISION OF CONSULTANCY SERVICES FOR REVIEW, DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY AND PERFORMANCE MANAGEMENT SYSTEM BASED ON THE BALANCED SCORECARD FRAMEWORK – TENDER REFERENCE NO. 005/2025"

This shall contain the tenderer's financial proposal and duly filled Form of Tender. The Financial proposal, signed, stamped, properly bound and clearly labeled "Financial Proposal – PROVISION OF CONSULTANCY SERVICES FOR REVIEW, DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY AND PERFORMANCE MANAGEMENT SYSTEM BASED ON THE BALANCED SCORECARD

FRAMEWORK – TENDER REFERENCE NO. 005/2025”

shall be submitted as one (1) ORIGINAL which shall be clearly marked
“ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked
as such.

1.7 Completed RFP documents are to be enclosed in plain sealed envelopes
marked with the tender

reference number and addressed to

Executive Director

Bristol Park Hospital Group,

BPH Kitengela Hospital

Opposite EPZ

P.O Box 9193 – 00200, NAIROBI

and deposited in the Tender Box provided at:

Reception,

Bristol Park Hospital Group,

BPH Kitengela Hospital

Opposite EPZ

P.O Box 9193 – 00200, NAIROBI

So as to be received on or before 03rd October 2025 at 1000hrs (East Africa Time).

1.8 Bulky tenders that do not fit into the tender box should be deposited at the
Executive Director’s

Office located on 1st Floor, BPH Kitengela Hospital on or before 03rd October 2025
1000hrs

(East African Time)

1.9 Tenders will be opened immediately thereafter in the presence of the
Candidates or their
representatives who choose to attend at:

BPH Kitengela Hospital:

The Board Room

Opp. EPZ

Kitengela

EXECUTIVE DIRECTOR

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: – INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 BPH will select a consultant from 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.

2.1.2 The consultants 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 tenderer. In such a case, the highest ranked individual tenderer 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 tenderer.

2.1.4 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 procuring entity 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.

2.1.5 The Client 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.

2.1.6 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the procuring entity are not reimbursable as a direct cost of the assignment; and (ii) 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 relatives (spouse and children) are not eligible to participate.

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

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent

in writing by paper mail, or electronic mail to the procuring entity's address indicated in the Appendix "ITC". The procuring entity will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the procuring entity 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 an addendum. An addendum shall be sent by electronic mail, to all invited consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents

constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the procuring entity.
- (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 timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of

training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal

should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and;

(b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment

(vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of

documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes,

duties, fees, levies and other charges imposed under the law on the consultants, the sub-

consultants and their personnel, unless Appendix "A" specifies otherwise.

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the

assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this

period, the consultant is expected to keep available, at their own cost, the professional

staff proposed for the assignment. The procuring entity will make their best effort to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para.

1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must

be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in

Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope

clearly marked "TECHNICAL PROPOSAL" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall

bear the submission address and other information indicated in the Appendix "ITC"

and

be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission

address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened

immediately by the opening committee. The Financial Proposal shall remain sealed and

deposited with a responsible officer of the procuring entity up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant

wishes to contact the procuring entity on any matter related to their proposal, they should

do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm

to influence the procuring entity in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until

the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the procuring entity shall evaluate the proposals

on the basis of their responsiveness to the Terms of Reference, applying the evaluation

criteria as follows

Points

Experience of the firm related to the assignment (40%)

Approach and methodology (30%)

Qualifications and experience of key staff for the assignment (30%)

Total Points 100

Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the procuring entity 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 procuring entity

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 opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the

consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The procuring entity shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and corrected any computational errors.) The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (FS) shall, unless an alternative

formulae is indicated in the Appendix "ITC", be as follows: –

$FS = 100 \times FM/F$ where FS is the financial score; FM is the lowest priced financial proposal

and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical Score (T_s) and financial Score (F_s) 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: – $S = T_s \times T \% + F_s \times P \%$. The firm achieving

the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date

of opening the tender.

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

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

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The procuring entity 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/days, 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 procuring entity to ensure satisfactory implementation of the assignment.

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

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the procuring entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the procuring entity will require assurances that the experts will be actually available. The procuring entity 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.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the procuring entity and the selected firm will initial the agreed Contract. If negotiations fail, the procuring entity will invite the firm whose proposal

received the second highest score to negotiate a contract.

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

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the procuring entity 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.

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

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract

award and shall not be liable to any person or entity for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities

to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 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.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics

during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that they have not

and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant

recommended for award has engaged in corrupt or fraudulent practices in competing for

the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks

being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultants is intended to assist the procuring entity in

providing specific information in relation to corresponding claims in the information to

consultants included in Section II 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 II be incorporated.

(b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated

(c) Section II should remain unchanged, and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants

shall complement or amend the provisions of the information to consultants, wherever there is

a conflict between the provisions of the information and to consultants and the provisions of the

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

consultants.

Reference Appendix Information

2.1 The name of the Client is: Bristol Park Hospital (BPH) Group

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:

Executive Director,
Bristol Park Hospital (BPH) Group,
BPH Kitengela Hospital,
Opposite EPZ,
P.O Box 9193 – 00200, NAIROBI.

2.1.4

The Client will provide the following to support seamless provision of the services to successful bidder:

BPH will provide the following:

- Access to necessary facilities
- Any material necessary for the performance of the assignment

2.1.5 (ii) The estimated number of professional staff months/days required for the assignment is (TBA)

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: No

2.1.6 (vii) Additional information in the Technical Proposal includes: Non

2.1.7 Taxes: Bidders must quote inclusive of all applicable taxes

2.5.2 Consultants must submit an original and one additional copy of each proposal.

2.5.3

The proposal submission address is:

Executive Director
Bristol Park Hospital (BPH) Group,
BPH Kitengela Hospital,
Opposite EPZ,
P.O Box 9193 – 00200, NAIROBI.

Information on the outer envelope should also include: "REQUEST FOR PROPOSALS (RFP)- PROVISION OF CONSULTANCY SERVICES FOR REVIEW, DEVELOPMENT AND

IMPLEMENTATION OF A STRATEGY AND PERFORMANCE
MANAGEMENT SYSTEM BASED ON THE BALANCED
SCORECARD FRAMEWORK: TENDER R E F E R E N C E NO.
005/2025"

2.5.4

Proposals must be submitted no later than the following date and time:

03rd October 2025 at 1000hrs East

African Time

2.6.1 The address to send information to the Client is

tenders@bristolpark.or.ke

2.6.3 The minimum technical score required to pass is

85points

2.7.1

The formulae for determining the financial scores is the following

$S_f = 100 \times F_m / F$ where F_s 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 (T_s) and financial (F_s) 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: – $S = T_s \times T \%$

+ $F_s \times P \%$. The firm achieving the highest combined technical

and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are:

$T=80$

$P=20$

2.9.2 The assignment is expected to commence on: Date and location to be
advised to the successful bidder

2.12

Corrupt and fraudulent practices

It is a requirement that both Bristol Park and prospective suppliers of
goods, services and works observe the highest standards of ethics during
the procurement and execution of contracts.

In pursuance of this policy, Bristol Park requires that all bidders
concerned take measures to ensure that no transfer of gifts, payments or
other benefits to officials of Bristol Park and/or

procurement/management staff with decision making responsibility or
influence occurs. In this regard, Bristol Park 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.

Bristol Park 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.

2.7

EVALUATION

Particulars of interested eligible tenderers:

The tenderer 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).

a) Certificate of Registration/Incorporation

- b) PIN & VAT Certificates (if bidding as firm)
- c) Tax Compliance Certificate valid (12 months) as at date of tender closing date
- d) Duly filled Bidder's Declaration and Integrity Pact

TECHNICAL EVALUATION CRITERIA

No. Criteria Score

1. Experience of the firm related to assignment 40%

1.1

Demonstrate experience in previous similar assignments in at least three relevant organizations in East Africa, in the last five (5) years in

Both the public & private sectors.

20%

1.2

Proof of capability to deliver internationally recognized certification in BSC, performance measurement and change management.

10%

1.3

Firm duly registered as a partner with the Balance Scorecard Institute or other global Balanced Scorecard certification institution – avail evidence of registration certificate

10%

2. Approach and Methodology 30%

2.1

The firm shall use proven methodologies and the corresponding work plan to accomplish the assignment.

Details of capacity building and/or transfer of knowledge and buy-in strategies must be provided in the proposal;

- Approach and Methodology
- Balanced Scorecard certification with a globally recognized body
- Certification in Performance Measurement with a globally recognized body

- Certification in change management from a globally recognized body

3. Qualifications and experience of key staff for the assignment 30%

3.1

The Lead Consultant (LC) must be a strategy and performance measurement expert with in-depth knowledge of working with the BSC. He/ She must have worked as a management consultant on assignments on organizational strategy and performance management, for at least 10 years. The Lead Consultant must be a certified balanced scorecard professional (evidence of a

Balanced Scorecard Institute certification or certification from an equivalent globally recognized BSC certification body), performance measurement and a holder of a Master's Degree.

The LC should have handled at least five similar assignments in the last five years.

10%

3.2

Strategy and Corporate Performance Management

The Strategy and Corporate Performance Management (SCPM) Lead expert must have worked as Corporate Performance Management Consultant for 5 years. The SCPM Expert must be a holder of a Master's A Master's Degree and a certified balanced scorecard and performance measurement professional (evidence of a Balanced Scorecard Institute certification or certification from an equivalent globally recognized BSC certification body).

The Expert should have handled at least five similar assignments in the last five years.

10%

3.3

The Change Management (CM) Expert must have worked as Change Management Specialist for not less than 5 years. The CM Expert must be a certified Change Management professional with a Master's degree in change management or related field. The Expert should have handled at least three similar assignments in the last five years in the private sector.

10%

SECTION III: – TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

3.2 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.

3.3 The Technical proposal shall not include any financial information unless it is allowed

in the Appendix to information for the consultants or the Special Conditions of contract.

SECTION III- TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form
2. Firms' references
3. Comments and suggestions of consultants 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. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date]. 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. FIRM'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: Address:

Name of Client: Clients contact person for the Assignment:

Duration of Assignment:

No. of Staff-Months;

Professional Staff provided by Your Firm/Entity(profiles):

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 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.

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name Position Task

2. Support Staff

Name Position Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on

assignment. Describe degree of responsibility held by staff member on relevant previous

assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names

of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions

held by staff member since graduation, giving dates, names of employing organizations, titles

of positions held, and locations of assignments.]

Certification:

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

Full name of staff member:

Date:

[Signature of staff member]

Full name of authorized representative:

Date:

[Signature of authorized representative of the firm]

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name Position Reports Due/

Activities 1 2 3 4 5 6 7 8 9 10 11 12

Number of

months

Reports Due:

Activities Duration:

Signature:

(Authorized representative)

Full Name:

Title:

Address:

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

Activity (Work)

(b). Completion and Submission of Reports

Reports Date

1. Inception Report

2. Interim Progress Report

(a) First Status Report

(b) Second Status Report

3. Draft Report

4. Final Report

SECTION IV: – FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 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.

4.2 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.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form

2. Summary of costs

3. Breakdown of price/per activity

4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

To:

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for B r i s t o l P a r k
H o s p i t a l 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

Costs Currency(ies) Amount(s)

Subtotal

Taxes

Total Amount of Financial Proposal

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: Description:

Price Component Amount(s)

Remuneration

Reimbursables

Miscellaneous Expenses

Subtotal

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No.----- Name:-----

Names Position Input (Staff months,
days or hours as
appropriate)

Remuneration
rate

Amount

Regular Staff

(i)

(ii)

Consultants

Grand Total

5. REIMBURSABLES PER ACTIVITY

Activity No: Name:

No. Description Unit Quantity Unit Price Total Amount

1. Air travel Trip

2 Road travel Kms

3. Rail travel Kms

4. Subsistence Allowance Day

Grand Total

6. MISCELLANEOUS EXPENSES

Activity No. Activity Name:

No. Description Unit Quantity Unit Price Total Amount

1. Communication costs
(telephone, telegram, telex)
2. Drafting, reproduction of reports 20
3.
Equipment: computers etc.
4.
Software
- Grand Total

SECTION V: – TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY

SERVICES FOR THE REVIEW, DEVELOPMENT AND IMPLEMENTATION OF A STRATEGY AND PERFORMANCE MANAGEMENT SYSTEM BASED ON THE BALANCE SCORECARD (BSC) FRAMEWORK

1.0 Background and Context

Bristol Park Hospital was established in the year 2008 in the Eastland part of Nairobi city. The

motivation behind this establishment was to offer quality and affordable healthcare services in

the said area of Nairobi. Since then, Bristol Park Hospital has provided excellent healthcare

solutions to Kenyans in and outside Nairobi; providing people with access to high-quality,

affordable and dependable healthcare services.

Across our branches, we make every effort to assist our patients in diagnosis and delivery of

spruced medical solutions, provide care that exceeds their expectations upon comprehending

their healthcare needs; and help them maintain their good health.

Bristol Park Hospital Group has identified the balanced scorecard framework as the tool for

strategy execution and performance management for its next strategic plan (2026 – 2030). The

core objective of this consultancy therefore is to support the Organization in reviewing the

previous strategic plan (2021-2025) and develop a new strategic plan. The consultant will be

required to develop a new strategic plan, develop a strategy implementation framework and

define a performance management system using the balanced scorecard approach.

2.0 Objectives

Accordingly, the specific objectives of this assignment are to:

- a) Review and report on the 2021-2025 Strategic Plan
- b) Review, develop and implement a performance management system based on the balanced scorecard framework
- c) Align employees' activities and performance targets to the Vision and corporate scorecard of the organization through cascading and engagement.
- d) Ensure organizational performance reporting is based on the strategy of the organization.
- e) Conduct training on the Balanced Scorecard and performance measurement for Board, management and staff

3.0 Scope of Work

- i. Review the 2021 -2025 strategic plan for alignment, measurability of goals and action

ability

ii. On the basis of (i) above, develop a strategy execution and performance management

system based on the BSC framework. In specific it should include:

a. Validated high-level strategic elements – Vision, Mission, Values, Perspectives, Customer Value Proposition, Themes and strategy results map.

b. Clear goals, results and results map

c. Meaningful performance measures developed using a globally recognized methodology to ensure that performance is monitored and evaluated appropriately.

d. Initiatives that are agreed on

iii. Cascade the strategy to the different levels of the organization using the BSC framework.

Specifically review BSCs for all cadres of staff and assist staff in refining their scorecards

in line with (i) and (ii) above.

iv. Employees' alignment to a well communicated and understood strategy

v. Provide advice on a strategy execution software

vi. Identify and define a clear M&E process across the organization

vii. Coach leadership and management on how to roll out performance conversations across the entire organizations.

viii. Facilitating the BPH Board of Directors in understanding their oversight role using the

BSC strategy implementation and performance management system.

ix. Ensure wholesome employee engagement in the development and execution of the BSC

strategy and performance management

x. Identify and manage possible forces of resistance to the new performance management

system and provide tools for enhancing a performance culture.

xi. Identify competency gaps in performance execution and build staff competencies using

recognized programs to mitigate the identified gaps.

xii. Conduct training on performance measurement for all staff

4.0 Deliverables

The following are the expected deliverables;

i. Measurable corporate objectives and goals

ii. Revised corporate scorecard

iii. Fully cascaded divisional, departmental and individual scorecards

iv. All employees trained and certified on the balanced scorecard framework

v. An entrenched employee strategy and performance engagement process

5.0 Reporting Requirements

i. Inception Report – 2 weeks after contract signing

ii. Interim Report – 1 month after contract signing

iii. Monthly Reports outlining progress made, key observations and recommendations

iv. Final Draft Report – 3 months after contract signing

v. Final Report – before expiry of contract

6.0 Duration of the Assignment

This engagement is anticipated to take 3 months from the date of contract signing. It is expected

that the Consultant will provide a comprehensive road map giving timelines for each of the

critical stages of the Consultancy.

SECTION VI: STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT Time based fixed fee
Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT Stated fixed contract sum.

ANNEX I

STANDARD FORM OF CONTRACT FOR

CONSULTING SERVICES

Large Assignments

(Lump- Sum payment)

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[BRISTOL PARK HOSPITAL (BPH) GROUP]

AND

[name of the Consultant]

Dated: [date]

(v)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the) day of the month of [month], [year], between ,
[name of client] of [or whose registered office is situated at
] [location of office] (hereinafter called the
"Client") of the one part AND
[name of consultant] of [or whose
registered office is situated at]
[location of office]
(hereinafter called the "Consultant") of the other part.

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultant, having presented to the Client that they have the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices: [Note: If any of these Appendices are not used, they should be deleted from the list]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Client

(vi)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth

in the Contract; in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [BPH Group]

[full name of Client's
authorized representative

[title]

[signature]

[date]

For and on behalf of [name of consultant]

[full name of Consultant's
authorized representative]

[title]
[signature]
[date]
(vii)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
- (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing This Contract, its meaning and interpretation and the the Contract relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to

whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Any action required or permitted to be taken and any Representatives' document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and The Consultant, Sub consultant[s] and their personnel Duties shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of This Contract shall come into effect on the date the Contract Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 Commencement The Consultant shall begin carrying out the Services of Services ten (10) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Unless terminated earlier pursuant to Clause 2.6, this Contract Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach The failure of a Party to fulfill any of its obligations under of Contract the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Any period within which a Party shall, pursuant to this Of Time Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days'

written notice of termination to the Consultant, to be given after the occurrence of any of the

events specified in this Clause;

(a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultant becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

(e) if the Client in their sole discretion decides to terminate this Contract.

2.6.2 By the The Consultant may terminate this Contract by not less Consultant than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment Upon termination of this Contract pursuant to Clauses upon 2.6.1 or 2.6.2, the Client shall make the following

Termination payments to the Consultant:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs

(a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect

of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant (i) The remuneration of the Consultant pursuant to Not to Clause 6 shall constitute the Consultant's sole?

Benefit from remuneration in connection with this Contract or Commissions, the Services and the Consultant shall not accept Discounts, for his own benefit any trade commission, Etc. discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant The Consultant agrees that, during the term of this and Contract and after its termination, the Consultant Affiliates and his affiliates, as well as any Subconsultant Not to be and any of his affiliates, shall be disqualified from Otherwise providing goods, works or services (other than the Interested in Services and any continuation thereof) for any Project project resulting from or closely related to the Services.

3.2.3 Prohibition Neither the Consultant nor his subconsultant[s] of nor their personnel shall engage, either directly or Conflicting indirectly in any of the following activities: Activities

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this

Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be The Consultant (a) shall take out and maintain Taken Out by the and shall cause any sub consultant[s] to take out Consultant and maintain, at his (or the sub consultants', as the case maybe) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions The Consultant shall obtain the Client's prior approval requiring client's in writing before taking any of the following actions; approval

(a) entering into a subcontract for the performance of any part of the Services,

(b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

3.6 Reporting The Consultants shall submit to the Client the reports Obligations and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents All plans, drawings, specifications, designs, reports and Prepared by other documents and software submitted by the Consult- the Consult- ant in accordance with Clause 3.6 shall become and ant to be remain the property of the Client and the Consultant the Property shall, not later than upon termination or expiration of this of the Client Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description The titles, agreed job descriptions, minimum qualifications of Personnel and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal (a) Except as the Client may otherwise agree, no changes and/or shall be made in the Key Personnel. If for any reason Replacement beyond the reasonable control of the Consultant, it Of Personnel becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications

(b) If the Client finds that any of the Personnel have

(i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with

qualifications and experience acceptable to the Client.

(a) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and The Client shall use their best efforts to ensure that Exemptions they provide the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the If after the date of this Contract, there is any Applicable Law change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum The Consultant's total remuneration shall not Remuneration exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A and net of all statutory deductions. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for For the purposes of determining the remuneration Additional due for additional services as may be agreed under Services Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms & Conditions Payments will be made into the account of the consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Payment shall be made within thirty (30) days of Delayed receipt of invoice and the relevant documents Payment specified in Clause 6.4. 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.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

(xvii)

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1.1(i) The Member in Charge is [name of Member]

1.4 The addresses are:

Client:

Attention:

Telephone:

Telex;

Facsimile:

Consultant:

Attention:

Telephone;

Telex:

Facsimile:

1.6 The Authorized Representatives are:

For the Client:

For the Consultant:

2.1 The date on which this Contract shall come into effect is () [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is [date]

2.3 The period shall be [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

(xviii)

3.4 The risks and coverage shall be:

(i) Professional Liability

(ii) Loss of or damage to equipment and property

6.2(a) The amount in foreign currency or currencies is [Insert amount].

6.2(b) The amount in local Currency is [Insert amount]

6.4 Payments shall be made according to the following schedule:

The payments will be done promptly, within 30 days after receipt of invoice at

Bristol Park and confirmation of satisfactory receipt of services

- Ten (10) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Thirty (30) percent of the lump-sum amount shall be paid upon Management approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months/weeks for each.

C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

ANNEX II

SAMPLE CONTRACT FOR CONSULTING

SERVICES

LARGE ASSIGNMENTS

AND

Small Assignments

Time-Based Payments

SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS
CONTRACT

This Agreement [hereinafter called "the Contract"] is entered into this [Insert starting date of assignment], by and between

[BPH Group] of [or whose registered office is situated at]

[P. O. Box 9193-0200 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 reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing [Insert start 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 a ceiling of [Insert ceiling 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. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month/week spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" and net of applicable statutory taxes.

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the

Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project A. Coordinator

Administration

The Client designates

[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance The Consultant undertakes to perform the Services with Standard 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 Any studies, reports or other material, graphic, software Material 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, but may not use either of them unless with express written permission from the Client.

8. Consultant Not The Consultant agrees that during the term of this to be Engaged Contract and after its termination, the Consultant and in certain any entity affiliated with the Consultant shall be Activities disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance The Consultant will be responsible for taking out any appropriate

insurance coverage.

10. Assignment The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

11. Law Govering The Contract shall be governed by the Laws of Kenya and Contract and the language of the Contract shall be English Language.

Language

12. Dispute Any dispute arising out of this Contract which cannot be Resolution 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;

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

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

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

Name

Rate

(per month/day/hour

in currency)

Time spent

(number of

month/day/

hour)

Total (currency)

(a) Team Leader

(b)

(c)

Sub-Total (1)

(2) Reimbursables

Rate Days Total

(a) Air Travel

(b) Road Transportation

(c) Per Diem

Sub-Total (2)

TOTAL COST

Physical Contingency

CONTRACT CEILING

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

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 [BPH Group] of [or whose registered office is situated at]

[address. P. O. Box 9193-0200

Nairobi](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.)

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

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

Kshs upon the Client's receipt of the final report, acceptable to

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 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 A. Coordinator.

Administration The Client designates [insert name] as

Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards The Consultant undertakes to perform the Services with the highest

standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Any studies, reports or other material, graphic, software Material 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, but may not use either of them unless with express written permission from the Client.

8. Consultant Not The Consultant agrees that during the term of this to be Engaged Contract and after its termination the Consultant and in certain any entity affiliated with the Consultant shall be Activities disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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

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

11. Law Governing The Contract shall be governed by the laws of Kenya and Contract and the language of the Contract shall be English Language.

Language

12. Dispute Any dispute arising out of the Contract which cannot be Resolution 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;

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

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 off 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):

[.....]

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 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 Bristol Park Hospital Group (herein referred to as Bristol

Park) 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 Bristol Park for a period of two

(2) years. If any unethical behaviour 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 Bristol Park for a period of

two (2) years. If proven as a fact that we have offered bribes to Bristol Park 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 Bristol Park for a period of two (2) years. If proven that we have offered bribes to Bristol Park or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by Bristol Park for a period of two (2) years.

3. In case it is proven that we have offered bribes to a related official or a Bristol Park 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 Bristol Park, 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, Bristol Park to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6 The bidder authorizes Bristol Park, 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: