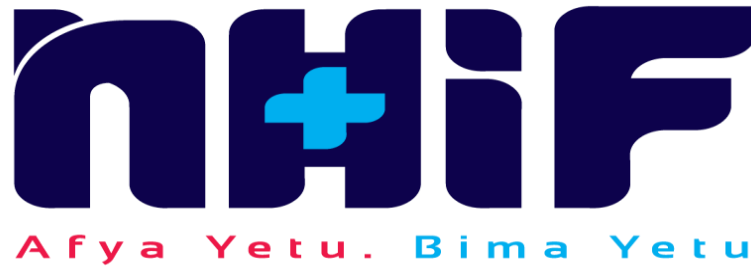


NATIONAL HOSPITAL INSURANCE FUND



P.O. BOX 30443-00100
NAIROBI

Tel: 2723255/56/46
E-mail Add: tenders@nhif.or.ke

RFP NO. NHIF/004/2018-2019

**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY ON RESEARCH
SERVICES TO OBTAIN SPATIAL ACCURATE HCP, DATABASE AND DATA
REVIEW AND DATA REVIEW ON EPIDEMIOLOGICAL TRENDS**

CLOSING DATE: 25TH SEPTEMBER 2018 AT 10.00 A.M

SEPTEMBER, 2018

Dear Sir/Madam,

RE: CONSULTANCY ON RESEARCH SERVICES TO OBTAIN A SPATIAL ACCURATE HEALTH CARE PROVIDERS DATABASE AND DATA REVIEW ON EPIMIOLOGICAL TRENDS

National Hospital Insurance Fund invites proposals for **Research Consultancy Services for: Review and Development of a Comprehensive Spatial Database for NHIF Service Points and NHIF Declared and Contracted Health Care Providers; A Market Study of Data Review on Epidemiological Trends.** The consultants are invited to submit a Technical Proposal and a Financial Proposal for the Assignment.

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 Fund regarding any information that they may require before submitting a proposal.

Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Fund are not reimbursable as direct cost of the assignment; and (ii) the Fund is not bound to accept any of the proposals submitted.

These should be returned within and deposited in the Tender Box at NHIF Building 7th Floor or be addressed to the Chief Executive Officer, NHIF P.O. Box 30443-00100 NAIROBI so as to be received on or before **Tuesday 25th September 2018 at 10.00 AM**

Yours sincerely,

**MANAGER SUPPLY CHAIN MANAGEMENT
FOR: CHIEF EXECUTIVE OFFICER
NATIONAL HOSPITAL INSURANCE FUND
P.O. BOX 30443-00100
NAIROBI**

**RE: CONSULTANCY ON RESEARCH SERVICES TO OBTAIN A SPATIAL ACCURATE
HEALTH CARE PROVIDERS DATABASE AND MARKET STUDY OF DATA REVIEW ON
EPIDIMIOLOGICAL TRENDS**

ISSUE OF TENDER DOCUMENT to prospective bidders

This form is to be completed by persons expressing interest on the above tender, this page is to be completed, scanned and a copy e-mailed to tenders@nhif.or.ke for recording and provision of any additional information in case of clarifications and/or addendum.

Firms that do not register their interest in this manner may not be sent the Tender addenda should any arise.

Name of Person: _____

Organization Name: _____

Address: _____

Tel No: _____

SECTION B: INFORMATION TO THE CONSULTANTS

Table of Contents

Page

- 2.1 Introduction
- 2.2 Clarification and amendment of RFP document
- 2.3 Preparation of Technical Proposal
- 2.4 Financial proposal
- 2.5 Submission, Receipt and opening of proposals
- 2.6 Proposal evaluation general
- 2.7 Evaluation of Technical proposal
- 2.8 Public opening and Evaluation of financial proposal
- 2.9 Negotiations
- 2.10 Award of Contract
- 2.11 Confidentiality
- 2.12 Corrupt or fraudulent practices

2.1 Introduction

- 2.1.1 The NHIF will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the Data Sheet.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for **Research Consultancy Services for: Review and Development of a Comprehensive Spatial Database for NHIF Service Points and NHIF Declared and Contracted Health Care Providers; A Market Study of Data Review on Epidemiological Trends.** The proposal will be the basis for Contract negotiations and ultimately for a signed contract with the selected firm.
- 2.1.3 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 visit the Fund before submitting a proposal. Consultants should contact the officials named in the Data Sheets to arrange for any visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 Please note that the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment.
- 2.1.5 The Fund's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.6 The Government policy requires that Consultants provide professional , objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests .Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

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 two [2] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Data Sheet. The Fund will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Fund may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, uploaded on the NHIF website, telex or facsimile to all invited consultants and will be binding on them.

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 Consultant 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 Consultants or entities in a joint venture or sub-consultancy as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Fund to enter into a joint venture. Consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in Data Sheet. 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 has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Data Sheet, preferably working under conditions similar to those prevailing in the country of assignment.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's national language.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3);

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) 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 and on the Data, a list of services and facilities to be provided by the Client (Section C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).

- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing (Section 3 E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). 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 (Section 3 E and 3G).
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

2.3.5 The Technical Proposal shall not include any financial information.

2.3.6 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 4). 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.

2.3.7 The Financial Proposal should clearly estimate 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 the Data Sheet specifies otherwise.

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

2.3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form (Section 4A). The Data Sheet indicates how long the proposal must remain valid after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Fund will make his best effort to complete negotiations within this period. If the Fund wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.4 Submission, Receipt, and Opening of Proposals

2.4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph.1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

2.4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.

2.4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. 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.

2.4.4 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 Data Sheet and is clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”**

2.4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Evaluation committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

2.5 Proposal Evaluation General

2.5.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Fund on any matter related to his proposal, he should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Fund in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

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

2.6 Evaluation of Technical Proposal

2.6.1 The evaluation committee appointed by the Fund shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (st). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

2.7 Public Opening and Evaluation of Financial Proposal:

Ranking -Quality Cost Based Selection (QCBS)

- 2.7.1 After the evaluation of Quality is completed, the client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.7.2 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 Fund shall prepare minutes of the public opening.
- 2.7.3 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. If not, the client will cost them and add their cost to the initial price), correct any computational errors and convert prices in the various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultants is exempted), and estimated as per paragraph 3.7.
- 2.7.4 Using QCBS, the lowest Financial proposal (fm) will be given a financial score (sf) of 100 points. The financial scores (sf) of the other Financial proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (st) and financial (sf) scores using the weights (T= the

weight given to the Technical proposal; P= the weight given to the Financial proposal;

$T+P = 1$) indicated in the Data Sheet:

$S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8 Negotiations

2.8.1 Negotiations will be held at address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

2.8.2 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 Fund and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Fund to ensure satisfactory implementation of the assignment.

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

2.8.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Fund and the selected firm will initial the agreed Contract. If negotiations fail, the Fund will invite the firm whose proposal received the second highest score to negotiate a contract.

2.8.5 The Fund shall appoint a team for the purpose of the negotiations.

2.9 Award of Contract

2.9.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10 Confidentiality

2.10.1 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.

2.11 Corrupt or Fraudulent practices

2.11.1 The Fund requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.11.2 The Fund 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.

2.11.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION C: TECHNICAL PROPOSAL -INFORMATION TO CONSULTANTS

DATA SHEET

Clause Reference

1.1 The name of the Client: **NATIONAL HOSPITAL INSURANCE FUND.**

The method of selection is: **Quality and Cost Based Selection (QCBS).**

1.2 Technical and Financial proposals are requested: **Yes**

The name of assignment is: **“Research Consultancy Services for: a) Review and Development of a Comprehensive Spatial Database for NHIF Service Points and NHIF Declared and Contracted Health Care Providers; b) A Market Study of Data Review on Epimiological Trends.”**

The detailed description of the assignment is contained in the **Terms of Reference**

1.3.1 The assignment is phased: **Yes**

1.3.2 A pre-proposal conference will be held: **No**

1.3.3 The client will provide the following inputs;

Any relevant information pertaining to the project that may assist the consultant

1.3.4 Clarifications may be requested up to **5** days before the submission date.

Chief Executive Officer

National Hospital Insurance Fund

Ragati Road

NHIF Building, Opp. National Library

P.O. Box 30443, -00100 Nairobi, Kenya

Tel-254 020 2723255

Fax-254 020 2725752

E-mail: tenders@nhif.or.ke

- 1.3.5 Proposals should be submitted in the following languages: **English**
- a) The minimum required relevant experience of proposed professional staff is: **As per Terms of Reference**
 - b) Reports that are part of the assignment must be written in the following language: **English**
 - c) Additional information in the technical proposal includes: **None**
- 1.3.6 The consultant shall indicate all taxes, duties, fees, levies and other impositions. These shall be included in the consultant's financial proposal but shall be shown as separate amounts
- 1.3.7 Consultants to state local cost in the national currency: **Yes**
- 1.3.8 Proposals must remain valid for **120** days after the submission date
- 1.3.9 Consultants must submit an original and two **(2)** additional copies of each proposal

1.4 The proposal submission address is :

**Chief Executive Officer
National Hospital Insurance Fund
Ragati Road
NHIF Building, Opp. National Library
P.O. Box 30443-00100 Nairobi, Kenya
Tel-254 020 2723255
Fax-254 020 2725752
E-mail: tenders@nhif.or.ke**

And should be marked on the outer envelope. Information on the outer envelope should also include the statement:

'Research Consultancy Services for: a) Review and Development of a Comprehensive Spatial Database for NHIF Service Points and NHIF Declared and Contracted Health Care Providers; b) A Market Study of Data Review on Epidemiological Trends.'

Information printed on the technical and financial proposal envelopes shall be as stated in clause 4.4 of the information to consultants.

Proposals must be submitted not later than the following date and time: **Tuesday 25th September 2018 at 10.00 A.M**

1.4.1 The address to send the information to the client is:

**Chief Executive Officer
National Hospital Insurance Fund
Ragati Road
NHIF Building, Opp. National Library
P.O. Box 30443-00100 Nairobi, Kenya
Tel-254 020 2723255
Fax-254 020 2725752
E-mail: tenders@nhif.or.ke**

TERMS OF REFERENCE FOR RESEARCH CONSULTANCY SERVICES FOR: REVIEW AND DEVELOPMENT OF A COMPREHENSIVE SPATIAL DATABASE FOR NHIF SERVICE POINTS AND NHIF DECLARED AND CONTRACTED HEALTH CARE PROVIDERS; A MARKET STUDY OF DATA REVIEW ON EPIDEMIOLOGICAL TRENDS

1.0 BACKGROUND

The National Hospital Insurance Fund [NHIF] is a State Corporation established under the NHIF Act No.9 of 1998 with a vision to be a world class social health Insurer and a mission is to provide accessible, affordable, sustainable and quality social health insurance. NHIF has developed another five year forward plan for the period 2018-2022 aligned to the MTP III, the Draft Kenya Health Financing Strategy 2016-2030, the Constitution 2010 and other emerging issues.

Implementation of the Strategic Plan has been operationalized since July 2018 through 2018/19 Work plans and Performance Management Agreements (PMAs). To ensure that the Strategic Plan is fully implemented, there is need to ensure staff accountability through setting measurable targets, reporting and effective evaluation mechanism.

In this regard, NHIF intends to implement a comprehensive appraisal system to enhance performance and motivate staff.

Objectives of the Fund

1. To effectively and efficiently register members, collect contributions and pay out benefits
2. To enhance the Fund's quality management system
3. To prudently manage resources
4. To develop and maintain strong customer relationships
5. To develop and retain relevant competencies

2.0 SCOPE OF WORK

2.1 RESEARCH CONSULTANCY ON REVIEW AND DEVELOPMENT OF A COMPREHENSIVE SPATIAL DATABASE FOR NHIF SERVICE POINTS AND NHIF-DECLARED AND CONTRACTED HEALTH CARE PROVIDERS

2.1.1 TERMS OF REFERENCE (TORs)

SCOPE AND COVERAGE OF THE CONSULTANCY

The consultancy shall review existing databases and structures then undertake a comprehensive and accurate geo-spatial mapping of all NHIF Service Points (including Branch offices, Satellite offices and Huduma Centres) and Health Care Providers (HCPs), as well as developing a Geographical Information System (GIS) database and interactive maps. The scope of each of the three work packages shall be as follows:

Mapping Survey

Scope of the Mapping Survey

The survey will cover all NHIF service points and NHIF-declared and contracted HCPs across the country.

Objectives of the Mapping Survey

The main objective of the survey will be to establish and obtain an accurate spatial location of the service points and health facilities, as well as several current images of the facility and some key equipment for use in the interactive map. This will help establish the effectiveness of existing NHIF Service Points and HCP spatial database, in terms of ease of NHIF members' access to administrative services, and identification and access by patients to NHIF declared and contracted HCPs. Specifically, the survey will involve:

- a. Visiting all NHIF service points and NHIF-declared and contracted HCPs
- b. Obtaining GIS coordinates for all service points and HCPs visited
- c. Taking some appropriate visual imagery for use on the interactive map

- d. Collecting any information found to be missing from the database during the review.

Terms of Reference for Mapping Survey

The survey shall seek to:

- i. Generate a detailed static map of the NHIF service points and NHIF-declared and contracted healthcare facilities nationally, by NHIF-Region and by County.
- ii. Produce a 2018-accurate Master Facility List that brings together all NHIF-declared and contracted healthcare facilities in the Country into one online map, with their location and ownership

Database Development

Scope of the Database Development task

The database will be developed both for internal (all NHIF departments and staff) and external (mainly NHIF Members and NHIF-declared and contracted healthcare Providers) use at various levels and with necessary controls, rules and oversight.

Objectives of the Database Development task

The objective of this assignment is to support NHIF functions by developing and populating a HCP geo-database. To ensure sustainability and mainstreaming, this will also involve active support to all NHIF stakeholder departments to be able to store, use and maintain HCP-related data in an appropriate manner for the achievement of NHIF strategic corporate goals. The preparation of appropriate maps to be used for various NHIF needs is covered in the preceding work package.

Terms of Reference for the Database Development task

In order to achieve this objective, the consultant will:

- i. Develop and populate a service points and HCPs geo-database.
- ii. Integrate the geo-database in an appropriate Geographical Information System (GIS).
- iii. Create a Web Portal to serve as a point of communication between the Fund and her declared and contracted HCPs.
- iv. Train and support key NHIF stakeholders in maintaining the database, plus using, processing and analysing the data stored in the geo-database

for the creation and development of geospatial information as necessary for the needs of the Fund.

Interactive Map Development

Scope of the Interactive Map Development

The scope of the interactive map will be national.

Objectives of the Interactive Map Development task

The main objective of the consulting services described in this section is the development of an online interactive map for all NHIF Service Points and NHIF-declared and contracted HCPs.

Terms of Reference for the Interactive Map Development task

The interactive map shall seek to:

- i. Generate a detailed interactive map of the NHIF Service Points and NHIF-declared and contracted healthcare facilities nationally, by NHIF-Region and by County.
- ii. Train and support NHIF's key staff in maintaining the layers used to produce maps.

DELIVERABLES

The Consultant shall deliver the following outputs during the project implementation period:

- i. Detailed work proposal including methodology, proposed geo-database formats and datasets in line with the TORs
- ii. Printed and soft copies of static 2018-accurate maps of all NHIF service points and NHIF-declared and contracted HCPs nationally, by NHIF-Region and by County
- iii. Online interactive maps of NHIF service points and NHIF-declared and contracted HCPs
- iv. Geo-database and shape files of all GIS layers prepared under this consultancy, and appropriate training on use and maintenance
- v. Structured presentation of the key findings to the senior management.

ACTIVITIES OF THE VENDOR

The tasks of the vendor shall include but not limited to:

- i) Carrying out the tasks and specific activities outlined in this TORs to deliver the specific expected output professionally, responsibly and sensitively
- ii) Develop a plan and methodology for the appraisal system
- iii) Review the Performance Parameters of the appraisal system.
- iv) Maintain the system by providing the requisite licenses and patches whenever necessary

MANDATORY REQUIREMENTS

A. QUALIFICATIONS, EXPERIENCE AND COMPETENCIES

- i. The consultants/firm should demonstrate vast experience in conducting similar work especially design and populating functional geo-databases for multiple application
- ii. The team of consultants' qualifications should not be less than 5yrs work experience and be holders of PhD. or MSc. degrees in the following key areas: survey, GIS and information systems, Database development and Public Health
- iii. The consultants should have demonstrable experience in undertaking public health sector research and surveys at the national level, especially prior experience with working with the Fund and the health insurance sector in general.
- iv. The consultants should have demonstrable experience of having conducted GIS data mapping in other global regions.

ACCURACY & CLARITY OF PROPOSAL

Implementation roadmap should cover all the work that need to be processed to realize desired objectives; and **MUST** address all salient features and requirements contained in this document.

TIMELINE

The proposed work is supposed to be carried out within a period of 6 months from 15thOctober 2018 to 15thApril 2019. The final report should be handed in by 30thApril 2019.

2.2 RESEARCH CONSULTANCY ON CONDUCTING A MARKET STUDY ON EPIDEMIOLOGICAL DATA REVIEWS & IMPACT ANALYSIS OF TARGET GROUPS - SURVEY FOR NHIF

2.2.1 TERMS OF REFERENCE (TOR)

OBJECTIVES

- i. Describe and assess current National Epidemiological Surveillance with particular attention to their capacity to measure the level of, and trends in, disease burden (incidence and mortality).
- ii. Assess the level of, and trends in, disease burden (incidence, prevalence, mortality) using available surveillance, survey, programmatic and other data and interviews.
- iii. Assess whether recent trends in disease burden indicators are plausibly related to changes in specific interventions taking into account external factors including economic or demographic trends.
- iv. Define the investments needed to directly measure trends in disease burden in future.

SCOPE AND COVERAGE OF THE CONSULTANCY

Objective 1. Describe and assess current National Epidemiological Surveillance particular attention to their capacity to measure the level of and trends in disease burden

Provide a written description and explanation of the main features of the current national epidemiological surveillance. These should include the data being captured (e.g. notified cases, treatment outcomes, causes of death); definition of the parties responsible for data collection, analysis and reporting and how they interact; mechanisms/processes used to capture and transmit data between different administrative levels and agencies (e.g. standardized forms; paper-based and/or electronic systems) and to assure data quality; timing and timeliness of reporting including lag times that hamper capacity to detect, investigate and contain events such as local epidemics (including events related to the emergence of drug resistance); the type of data available at the national level (e.g.

aggregated reports, case-based data); approach to analysis and reporting of data; staffing levels; how systems for capturing disease data are related to/linked with other health information systems (e.g. health insurance, hospital reporting systems, district health information systems). *To help characterize the Epidemiological surveillance system.*

Assess the current capacity of national disease notification and vital registration systems to provide a direct measure of Epidemiological disease burden using the NHIF surveillance checklist (Part B). *The ultimate goal is to measure disease costing, incidence and mortality directly from notification and vital registration data, respectively; Part of the checklist should consists of a set of standards and associated benchmarks that allow assessment of the extent to which existing surveillance systems (notification and vital registration) meet these standards.* (e.g standards in the checklist that relate to case definitions. Summarize the main strengths of the current surveillance system and the weaknesses/gaps that need to be addressed, based on the findings).

Objective 2. Assessment of the level of, and trends in, disease burden

This assessment includes review and compilation of published estimates of disease costing morbidity and mortality that are already available to assess the level of, and trends in, disease burden (at least nationally and when feasible sub-nationally and among sub-populations); analysis of diseases notification data; and interpretation of available data.

a) Analysis of the level of, and trends in, disease treatment cost.

Analysis of trends in disease cost. This is best done using data from hospitals and clinics

b) Analysis of trends in the distribution of diseases

Analysis of the level of, and trends in, disease prevalence.

If data are available from a baseline and at least one repeat survey, then there is strong evidence about trends in disease burden. If results from two surveys conducted about 10 years apart are not available, estimates of trends are available from WHO but uncertainty intervals are wide. The results from a recent survey can be used to assess the current level of disease burden and may also provide important evidence about the effectiveness of current programmatic efforts and actions needed to improve disease care and control.

c) Analysis of the geographic distribution of disease treatment costing rates among different areas and how this has changed over time, and exploration of reasons for observed trends and geographical heterogeneity. These include, but are not

limited to, the availability of diagnostic services, case finding activities, changes in the ratio of disease cases to the number of people who seek treatment

- i. Trends in age- and sex-specific case notification rates, the average age of disease cases, and the extent to which these can be explained by demographic or other factors.
- ii. Analysis of the level of (and ideally trends in) under-reporting from national inventory studies if these are available before the assessment.
- iii. Any data available on diseases in high risk groups such as people living with HIV, the elderly, people with diabetes, people with compromised immune systems, prisoners, miners, etc.; numbers, denominators; and if available proportions and trends.
- iv. Other miscellaneous analyses that may be relevant in specific settings (to be determined by the epidemiologist(s) undertaking the assessment).

Objective 3. Assess whether recent trends in disease burden indicators are plausibly related to changes in specific interventions taking into account external factors including economic or demographic trends

Funding for and implementation of high-quality specific interventions should result in detection of people with diseases and curative treatment; in turn, this should have a direct impact on mortality (cutting case fatality rates compared with no treatment or substandard treatment). Shortening the duration of disease through detection and treatment of cases will also reduce the prevalence of disease, and therefore, transmission. There will be an impact on incidences if transmission can be reduced sufficiently and/or if preventive treatment of people with diseases are effectively implemented on a large scale. At the same time, a range of factors besides specific interventions influence levels of disease burden, by affecting population susceptibility to the risk of developing diseases once infected. These include overall levels of wealth and the distribution of wealth (measured e.g. as GNI per capita, the proportion of people living in poverty), the overall coverage and quality of health services and the prevalence of diseases. Having considered trends in disease burden in Objective 2, it is important to assess whether these trends can partly be related to changes in specific interventions (and associated funding).

- a) Define and compile data that are relevant to assessment of the extent to which changes in disease burden in recent years (e.g. for the last 5-10 years) can be

explained by specific interventions/programmatic efforts. This should include, at a minimum:

- i. Government and international donor funding for diseases care and control;
 - ii. Number of health facilities providing diagnostic services per 100,000 population;
 - iii. Number of health facilities providing treatment services per 100,000 population;
 - iv. Performance of community/active case finding (number of cases screened and detected by each mechanism);
 - v. Performance and coverage of public-private mix activities in the country. Coverage should be expressed where possible both as % of the country (geographic) and type, the % of providers covered.
 - vi. Any quantitative data on diagnostic delays (due to patient, private sector, or public sector delays);
- b) Define and compile data that are relevant to assessment of the extent to which changes in disease burden in recent years can be explained by factors that are not specifically related to specific funding and associated interventions. This should include, at a minimum:
- i. Prevalence of HIV among the general population, and ART coverage. (Suggested data sources: WHO HIV/AIDS data and statistics, AIDS info database);
 - ii. Prevalence of diabetes, tobacco use and under-nutrition. (Suggested data sources: WHO HIV/AIDS data and statistics, AIDS info database, WHO Global Health Observatory)
 - iii. GNI per capita and the % of the population under the poverty line, and the impact of economic crises. (Suggested data sources: World Bank Indicators);
 - iv. Coverage of financial protection for health care costs (by government health budget or health insurance etc.) and social protection programmes. (overall and the percentage of health-care expenditures accounted for by out-of-pocket payments)
 - v. Demographic changes; percentage of population who are less than 15, and those more than 65, years (Suggested data sources: UNPD database)
 - vi. Under-5 mortality rate (as an indicator of the overall performance of the health-care system).

Objective 4. Assessment of investments needed to directly measure trends in disease burden in the future

Assessment of whether a baseline or repeat survey (e.g. prevalence survey, inventory study, cause of death survey) is needed and if so what timing would be appropriate. An appropriate amount of time should be ensured between repeat surveys (for example, a repeat diseases prevalence survey should normally be done about 10 years after the previous one).

DELIVERABLES

A comprehensive report as well as presentation material prepared for all debriefing sessions addressing all tasks under the three objectives of the epidemiological and impact analysis outlined in this document with a conclusion section on:

- i. The robustness of estimates of disease incidence, prevalence and mortality and their sources of uncertainty.
- ii. Whether it is plausible that disease control interventions have contributed to changing the course of the epidemics, accounting for other external factors.
- iii. Whether there are specific geographical areas or subpopulations (vulnerable/those with poor access) or sectors (e.g. mining, prisons/detention, etc.) in which the burden of disease is especially high and that warrant increased attention including greater investment of financial resources and/or reallocation of resources to focus on more effective, higher impact interventions.
- iv. Investments needed to improve evidence about trends in disease burden in future.

ACTIVITIES OF THE CONSULTANT

The tasks of the consultant shall include but not limited to:

- v) Carrying out the tasks and specific activities outlined in this TORs to deliver the specific expected output professionally, responsibly and sensitively
- vi) Develop a plan and methodology for the appraisal system
- vii) Review the Performance Parameters of the appraisal system.
- viii) Maintain the system by providing the requisite licenses and patches whenever necessary

MANDATORY REQUIREMENTS

A. QUALIFICATIONS, EXPERIENCE AND COMPETENCIES

- i. A Senior Epidemiologist or Statistician with extensive quantitative skills and a proven track record of producing results and communicating them well (including in scientific publications in peer reviewed journals);
- ii. Excellent understanding of epidemiology, policies and interventions, and health systems;
- iii. Extensive experience and proof of working with national health programmes and offering technical assistance.

ACCURACY & CLARITY OF PROPOSAL

Implementation roadmap should cover all the work that need to be processed to realize desired objectives; and **MUST** address all salient features and requirements contained in this document.

TIMELINE

The proposed work is supposed to be carried out within a period of 6 months from 15thOctober 2018 to 15thApril 2019. The final report should be handed in by 30thApril 2019.

***Successful bidders will be allowed to showcase/demonstrate their product**

NOTES ON THE PREPARATION OF TECHNICAL PROPOSAL

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following: -

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times' schedule.

(To be prepared by the consultant as appropriate)

DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

The bidders shall provide as part of its Bid, the documentary evidence of the bidder's legal status, financial, technical and performance capability to provide the services if a contract is awarded as per the list here below.

The evaluation committee shall evaluate the proposals using the following criteria.

After tender opening, the tenders will be evaluated in 4 stages, namely:

- a) Determination of Responsiveness (Mandatory Requirements)
- b) Detailed Technical Examination
- c) Financial Evaluation.
- d) Combination of Technical Score and Financial Score

Preliminary/Mandatory Evaluation

Bidders are required to submit their tender arranged in the under listed format to facilitate easier evaluation by the Evaluation Committee.

You must number all the pages in your technical proposal submission from the 1st page to the last page. ***This is a mandatory requirement under section 74 (i) of the new Public Procurement and Asset Disposal Act 2015 that came into effect on 7th January 2016.*** Failure to number all the pages in your technical submission proposal from the 1st page to the last page will lead to automatic disqualification.

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed here-below: -

Mandatory Requirements

NO.	ITEM DESCRIPTION/CRITERIA	YES	NO
1	Tender security -A bid bond from a reputable Bank or an Insurance Company approved by PPOA of Kshs. 400,000.00 MUST accompany the tender document and should be valid for 60 days beyond the validity of the tender;		

2	Signed introduction letter - tender submission form		
3	Valid NHIF Compliance Certificate (In case of Firms association, the Lead Firm to provide)		
4	Copy of Certified Certificate of Incorporation(In case of Firms association the Lead Firm to provide)		
5	Copy of certified Valid KRA Tax Compliance Certificate(In case of Firms association the Lead Firm to provide)		
6	The Document must be Serialized		
7	Audited accounts for the last three years-2017,2016 and 2015		
8	Signed declaration statement that Consultant will not engage in any corrupt or fraudulent practice		
9	Signed declaration statement that Consultant is not debarred from participating in Public Procurement in Kenya.		
10	Registration with Statutory Body as a Body Corporation (In case of Firms association the Lead Firm to provide)		
11	Letter of Association for Consortium of Joint Venture agreement whichever is applicable.		

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

Technical Evaluation Criteria

Proposals from consultants will be evaluated based on technical soundness i.e. experience of consulting firm, adequacy of proposed methodology and work plan as well as on financial viability.

Marks will be awarded as follows: -

- Technical Evaluation to carry 80%
- Financial Evaluation to carry 20%

The evaluation committee shall evaluate the proposals using the following criteria.

1. Adequacy/appropriateness of the proposed Work plan and Methodology in responding to the Terms of reference for the project.

2. Specific experience of the technical personnel undertaking the assignment. Provide company background, professional competencies.
3. Evidence of relevant ongoing or past service provision of this type and magnitude in supported by three reference letters.
4. Suitability of value added and benefits realisation.
5. Requisite qualifications and competence of the key staff for the assignment and their CVs. At least Five (5).

Technical Evaluation Criteria (Scoring)

No.	Criteria	Score	Weight
1	Approach and Methodology		
	<p>The firm shall give details on approach, strategies and methodology to ensure effective understanding and Implementation of Appraisal System. Proposed approach and work program in line with the scope of the tasks as defined in the TOR and the time needed for implementation and its reasonableness should be provided in the proposal. These should include:</p> <ul style="list-style-type: none"> • Approach and methodology • Work plan 	<p>15 points</p> <p>15 points</p>	30%
2	<p>Understanding of and conformity to the TORs and additional suggestions</p> <p>The consultant must demonstrate their understanding of the assignment and conformity to the terms of reference provided.</p> <p>The consultant will also provide additional suggestions and proposals on the Terms of Reference</p>	15 Points	15%
3	References and Experience		

	<p>Other Key Staff</p> <ul style="list-style-type: none"> v. A Senior Epidemiologist or Statistician with extensive quantitative skills and a proven track record of producing results and communicating them well (including in scientific publications in peer reviewed journals); vi. Excellent understanding of epidemiology, policies and interventions and health systems; vii. Extensive experience in working with national health programmes and offering technical assistance. <p>Provide both Academic and Professional Certificates of the Lead Consultant and the other three consultants</p>	2 points	
6	Time schedule for professional personnel:- showing 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	10 Points	10%
7.	Fully filled and signed Confidential Business Questionnaire	5 Points	5%
	TOTAL POINTS/SCORE	100	100%

The minimum to pass mark is 70%

The Technical score will be carried forward to **STAGE 4**

NOTE

ONLY TECHNICAL PROPOSALS THAT MEET A MINIMUM OF 70% shall BE CONSIDERED FOR FINANCIAL EVALUATION.

THOSE TECHNICAL PROPOSALS WHICH WILL NOT MEET THE MINIMUM QUALIFICATIONS SHALL NOT PROCEED TO THE FINANCIAL STAGE, AND THEIR FINANCIAL PROPOSAL SHALL BE RETURNED UNOPENED.

The Technical Proposal shall comprise 80% of the Total Marks while the Financial Proposal shall comprise 20% of the Total Marks.

The aggregate Score will be determined as follows: $0.8 \text{ (Technical Score)} + 0.2 \text{ (Financial Score)} = \text{Total Aggregate Score}$.

FINANCIAL EVALUATION

The firm that scores above the pass mark of 80 out of 100 in the technical evaluation shall be invited for a pitch presentation immediately. You are therefore requested to prepare early for the same.

a) Financial Evaluation

The firm that will score highest at the pitching stage and provides the most cost effective financial proposal will be considered for award of tender. The financial evaluation will be done through comparing rates for the items listed. Bidders are advised to provide the rate cards for all the items listed below.

1. Rates and days for consultants
2. Rates and days for the subsistence
3. Costs for equipment
4. Costs for validation of the outcomes
5. Costs for production of reports
6. Costs for dissemination

Where applicable all the rates will be inclusive of taxes

The single currency for price conversions is: Kenya **Shillings**

The source of official selling rates is: **Central Bank of Kenya**

The date of exchange rates is: **The date of Financial Proposal**

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration

The weights given to the technical and financial proposal are: $T=0.8$ and $F=0.2$

The address for negotiation is:

Chief Executive Officer

National Hospital Insurance Fund
NHIF Building, Opp. National Library
P.O. Box 30443,-00100 Nairobi, Kenya
Tel-254 020 2723255
Fax-254 020 2725752

Post qualification: - The Evaluation Committee may after the tender evaluation but prior to award of the tender conduct due diligence to confirm and verify the qualifications of the bidder as per Sec 83 of the Public Procurement Asset & Disposal Act 2015.

If the lowest evaluated responsive bidder will be found not to be meeting the requirements of the tender, the 2nd lowest responsive bidder will be considered for the award of the tender.

Award of tender

The winning bidder shall be the firm that shall attain the **highest combined technical and financial score** provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

Where firms shall tie in the highest combined technical and financial score, the Fund shall conduct competitive negotiations as prescribed in section 131 and 132 of the Public Procurement and Asset Disposal Act 2015 to determine the winning bidder

SECTION C: TECHNICAL PROPOSAL - STANDARD FORMS

These forms shall include;

- 3A). Technical Proposal submission form.
- 3B). Firm's references.
- 3C). Comments and suggestions of consultants on the Terms of Reference and on data, Services and facilities to be provided by the Client.
- 3D). Team Composition and task assignments
- 3E). Format of Curriculum (CV) for proposed Professional staff
- 3F). Time schedule for professional personnel
- 3G). Activity (work) schedule

3A). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____[Date] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial
Proposal sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address:]*

3B). 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:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	No. of Staff:
Address: No of Staff-Months; Duration of	Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any: Consultants:	No. of Months of Professional Staff provided by Associated
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;_____

3C). 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.

3D). DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E). TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

**3F). FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL
STAFF**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ Date; _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

3G). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the form of a bar chart)

Name	Positions	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:_____

3H). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION D: - FINANCIAL PROPOSAL - STANDARD FORMS

These forms shall include;

- 4A). Financial Proposal submission form.
- 4B). Summary of costs.
- 4C). Breakdown of price per activity.
- 4D). Breakdown of remuneration per activity.
- 4E). Reimbursable per activity.
- 4F). Miscellaneous expenses.

4A). FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for _____ the _____ sum _____ of (_____) *[Amount in words and figures]* inclusive of the taxes.

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

: _____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

4B). SUMMARY OF COSTS

Costs	Currency(ies)	
Subtotal		
Taxes		
Total Amount of Financial Proposal		

4C). BREAKDOWN OF PRICE PER ACTIVITY

Activity _____	NO.: _____	Description: _____
Price Component	Amount(s)	
Remuneration Reimbursable Miscellaneous Expenses Subtotal	_____	

4D). BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity: _____				
Name _____				
Names	Position	Input (Staff months, days, or hours as appropriate	Remuneration Rate	Amount
Regular Staff				
1)				
2)				
Consultants				
Grand Total				

4E). 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				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P. O. Box being a resident of

..... in the Republic of ----- do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
 (Title) (Signature)
 Bidder's Official Stamp

.....
 (Date)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

PART 1

Business Name

Location of business premises

Plot No. Road/Street

Postal AddressTel. No.

E-mail Address. Fax No PIN No.

NHIF Registration Code No. No. of Staff Registered

Registration Certificate No. (Please attach a copy).

Current Trade License No. VAT No.

Nature of business

Volume (maximum value) of business which you can handle at any one time.....

Name of your bankers:

Branch (Please attach a letter from your banker to the effect). Account No:.....

Payments will be done through electronic funds transfer (left)

Do you have subsidiary companies? If yes,

Name

Percentage shares:

Give names of four referees, reputable organizations you have been dealing with:

1. 2.

3. 4.

PART II A: Sole Proprietor

Full Name

Nationality

Country of Origin

PART II B: Partnership

Give details of partners as follows:

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>SHARES</u>
1.
2.

3.
4.

PART II C: Registered Company

Public or Private:

State the Authorized and paid up share capital of the company:

Authorized Ksh

Issued and fully paid Ksh

DETAILS OF DIRECTORS

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>AGE</u>	<u>GENDER</u>	<u>SHARES</u>
1.
2.
3
4.

2D. The following documents **MUST** be attached when returning this form.

- i) Copy of Certificates of Incorporation or Registration Certificate
- ii) Copies of the latest Audited Accounts (Not applicable to special group)
- iii) Details of change of Directors/Partners
- iv) Attach CR 12 where applicable
- v) Tax Compliance Certificate

NameDate Signature

Rubber Stamp..... Date

Tick (✓) where appropriate

WOMEN	
YOUTH	
PWD	
MAINSTREAM	

NOTE:

1. The Fund shall disqualify a candidate who submits a document containing false information for purposes of qualification; such a candidate shall be blacklisted from the Fund's list of suppliers.
2. The Fund may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
3. All incomplete questionnaires shall be disqualified.
4. All spaces must be filled.

GENERAL CONDITIONS OF CONTRACT

1.1 GENERAL PROVISIONS

1.1.1 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 Sub consultant 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 the Contract

This Contract, its meaning and interpretation and the 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 Representatives

Any action required or permitted to be taken and any 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 Duties

The Consultant, Sub-consultant [s] and their personnel 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.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the contract

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this 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

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.

No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract in so far 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.

Extension of Time

Any period within which a Party shall, pursuant to this 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.

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 judgment 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 his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less 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

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

3.0 OBLIGATION 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.

3.1.1 Conflict of Interest

Consultants not to benefit from Commissions Discounts, Etc

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, 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
- (iv) 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 and Affiliates not to be Otherwise interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (i) 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

- (ii) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub-consultant[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 Taken out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) 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 Requiring Client's Prior Approval

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

- (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 Obligations

The Consultants shall submit to the Client the reports 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 prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this 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.

4.0 CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications 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 and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it 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.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.0 OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable law

If after the date of this Contract, there is any 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

6.0 PAYMENTS OF THE CONSULTANT

6.1 Lump -Sum Remuneration

Consultant's total remuneration shall not 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. 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 Additional Services

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

6.4 Terms and Condition of Payment

Payments will be made to 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 Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents 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 .

7.0 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 part.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The words “in the Government’s country” are amended to read “in Kenya
1.3	The language/s is English
1.4	<p>The addresses are:</p> <p>Chief Executive Officer National Hospital Insurance Fund Ragati Road NHIF Building, Opp. National Library P.O.Box 30443,-00100 Nairobi, Kenya Tel-254 020 2723255 Fax-254 020 2725752 E-mail: info@nhif.or.ke</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

1.6	The Member in Charge is <i>[insert name of member]</i>
1.7	The Authorized Representatives are: For the Client: Chief Executive Officer, NHIF For the Consultant: _____
2.1	The Effective Date is date of contract signature
2.2	The date for the commencement of Services is 30 days after the contract becomes effective or other earlier date as agreed by the Parties in writing.
2.3	The time period shall be <i>6 months Subject to renewal/extension.</i>
3.4	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultants or their Personnel or any Sub consultants or their Personnel, in accordance with the relevant provision of the Applicable Law; (b) Professional liability insurance, of equal to the full contract sum for each and every claim to meet the Consultants' obligations in respect of non - performance. (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.7	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
6.2	The amount in local currency is <i>[insert amount]</i> .

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ National Hospital Insurance Fund (NHIF)

Date: _____ **ADVANCE PAYMENT GUARANTEE No.:** _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[Reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature]

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2017 between the Fund (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Contractor for the provision of the services in the sum of

_____ (words) _____ [figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The schedule of Requirements;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (e) The Employer’s Notification of Award and Consultants’ letter of Acceptance.

3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE NATIONAL HOSPITAL INSURANCE FUND (NHIF)

CHIEF EXECUTIVE

)

)

In the presence of:

)

)

)

)

)

CORPORATE SECRETARY

)

SIGNED FOR AND ON BEHALF OF

DIRECTOR

)

)

)

)

In the presence of:

)

)

)

SECRETARY