



**THE NAIROBI HOSPITAL**

## **REQUEST FOR PROPOSAL (RFP)**

**FOR**

## **DIGITAL MARKETING & ADVERTISING PLATFORM**

**REFERENCE NO: TNH/010/20/MARKETING-IT**

**CLOSING DATE: Thursday 29<sup>th</sup> October 2020**

**CLOSING TIME: 11:00 AM (East African Time)**



## Confidentiality

All information contained within this document is confidential and is provided only to give suppliers an adequate understanding of the Kenya Hospital Association (trading as The Nairobi Hospital) requirements towards the **Digital Marketing & Advertising Platform**. The contents of this document are provided solely for use by recipients and in considering their interest in the proposed project. Under no circumstances should information be disclosed to any outside party without The Hospital's written permission.

You are required to sign a **Non-Disclosure Agreement** and **Supplier Code of Ethics** which have been sent together with this request for proposal and submit them together with your bid document.

**Request for Proposal:**  
**Digital Marketing & Advertising Platform**



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# 1 About The Nairobi Hospital

## 1.1 Introduction

Opened in 1954, The Nairobi Hospital (“The Hospital”) has excelled in medical expertise and services provision and has deservedly earned recognition throughout East Africa and beyond as an advanced diagnostic, treatment and referral centre. Expansive investment in latest technology and medical equipment has enabled us establish leadership in medical procedures both in Kenya and outside.

## 1.2 Vision

To be the leading healthcare institution in the region providing world-class treatment and service.

## 1.3 Mission

To offer patients the best care, using advanced technology in an atmosphere of trust, safety and comfort.

## 1.4 Our values

The Nairobi Hospital is guided by the following values:

- **Dedication:** We are dedicated to offering patients and their families’ efficient service and great value for their money.
- **Empathy:** We are devoted to providing a warm, friendly and caring environment in which patients can recover.
- **Inspiration:** We are an organization that inspires our staff to achieve the extraordinary and develop the best careers.
- **Quality:** We pursue superior performance and quality in all we do, to build and preserve the Hospital’s clinical, organizational and financial strength.
- **Partnerships:** We recognize the value of strong internal and external partnerships to accomplish our goals.

## 1.5 The Nairobi Hospital Profile

The Nairobi Hospital is among the leading providers of healthcare services throughout East Africa. Equipped with the latest technology and highly skilled specialists we are able to undertake a wide range of procedures from routine investigations to complex surgeries like open heart and kidney transplants. Our Commitment is to give quality healthcare with a difference. Patient care is undeniably our first concern and their privacy, dignity and confidentiality is highly respected.

## 2 Invitation to Bidder

The Nairobi Hospital invites bidders to submit proposals for as per the attached Scope of Requirements. The financial proposal, should be in Kshs.....VAT inclusive.

You are required to complete the forms provided, attach required and relevant documentation for your proposal and submit them as **2 separate emails** with the subject indicated as below:

**TECHNICAL PROPOSAL - DIGITAL MARKETING & ADVERTISING  
PLATFORM [TNH/010/20/MARKETING-IT](#)**

**FINANCIAL PROPOSAL- DIGITAL MARKETING & ADVERTISING  
PLATFORM [TNH/010/20/MARKETING-IT](#)**

Addressed to [tnhbidsreceipt@nbihosp.org](mailto:tnhbidsreceipt@nbihosp.org)

so as to reach us on or before **Thursday, 29<sup>th</sup> October, 2020 at 11:00 AM East African Time**

Acceptable electronic formats for proposal materials include PDF, Microsoft Word, Microsoft Excel.

### 3 General Instructions to Bidders

The following General Instructions should be read carefully prior to completing your Proposal, together with any special instructions specific to this RFP.

1. Submission

Upon completion, your Proposal is to be returned as stated in the Invitation communication. **Proposals and/or amendments delivered after the stipulated time and date of receipt may not be considered and may be returned to the Bidder unopened.**

2. Integrity

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

3. Confidentiality

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

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

4. Information and Clarity

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

5. Currency and Validity of Rates

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

6. Amendment to Documentation by Bidder

No alteration should be made to any document issued in this RFP without obtaining clearance in writing, from the Head, Procurement & Stores of The Nairobi Hospital. Where you consider there has been an omission or error you should inform The Nairobi Hospital immediately in writing.

7. Validity of Proposals

Your proposal must remain valid for acceptance by us for a period of six months from the date set for receipt of Proposals by The Nairobi Hospital.

8. Separation of Technical and Financial Proposal

Submission of proposals will comprise **2 separate emails** with subjects clearly indicated as:

**TECHNICAL PROPOSAL - DIGITAL MARKETING & ADVERTISING  
PLATFORM [TNH/010/20/MARKETING-IT](#)**

**FINANCIAL PROPOSAL- DIGITAL MARKETING & ADVERTISING  
PLATFORM [TNH/010/20/MARKETING-IT](#)**

9. Communication

Where any communication requires clarification by or additional information from The Nairobi Hospital, the request **must be received by The Nairobi Hospital at least five days prior to the date of closure of RFPs** addressed to [noelletanyassis@nbihosp.org](mailto:noelletanyassis@nbihosp.org) Cc: [procurement@nbihosp.org](mailto:procurement@nbihosp.org) The Nairobi Hospital will advise all Bidders of its response to any such requests where appropriate through the hospital's website tenders section <https://thenairobihosp.org/tender/>

10. Safety

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

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

11. Corrupt or Fraudulent Practices

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

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

12. Proposal acceptance

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



## 4 Terms and Conditions

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

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

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

- 1.6. Briefing Session: Should a briefing session be held, the sharing of information and clarifications of issues related to this RFP, as given by The Nairobi Hospital during such session will form part of this RFP and responses.
- 1.7. Any requirement set out in this RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of The Nairobi Hospital, and save as expressly stated to the contrary, may be waived by TNH in its sole discretion at any stage in the RFP process.
- 1.8. TNH may rely on a proposal as being accurate and corporate in relation to the information and responses provided therein by the Bidders.
- 1.9. All Bids submitted to The Nairobi Hospital will become the property of The Nairobi Hospital and will as such unless otherwise stipulated on the Bid documents not be returned to the Bidder. The Nairobi Hospital will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.
- 1.10. If The Nairobi Hospital amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.11. RFP shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, The Nairobi Hospital reserves the right to waive any irregularities and to award in the best interest of the hospital.
- 1.12. TNH reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities in the best interest of the hospital and will not be obliged to disclose the reasons that informed any of the decisions made.
- 1.13. RFP's may be rejected, among other reasons, for any of the following specific reasons:

- 1.13.1. RFP's received after the closing date and time as specified.
- 1.13.2. Unbalanced value of any items.
- 1.13.3. If the documents requested for in the RFP document are missing, this may include company registration, tax registration and other valid essential certificates.
- 1.13.4. RFP documents not initialed on every page
- 1.13.5. RFP containing irregularities.
- 1.13.6. Reason for believing collusion among Bidders.
- 1.13.7. The service provider(s) being in arrears on any existing contract or having defaulted on previous contracts.
- 1.14. The Nairobi Hospital reserves the right to require that any Bidder provide a formal presentation of its proposal at a date and time to be determined by The Nairobi Hospital. TNH shall provide all instructions and clarification regarding the purpose and scope of the demonstration. All expenses must be borne by the Bidder.
- 1.15. All costs associated with the preparation and submission of a Bid will be borne by the Bidder(s). The costs shall not be chargeable to The Nairobi Hospital by the successful or unsuccessful Bidder(s).
- 1.16. This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- 1.17. All Bids must be formulated and submitted in accordance with the requirements of this RFP.

## 5 Scope of Requirements

The scope of this assignment will be:

- 1) Digital Marketing & Advertising Platform
- 2) Hardware Requirements (if any)
- 3) Skills Transfer; Admin and Respective Champions Training

### 5.1 Digital Marketing & Advertising Platform

#### 5.1.1 Features of the platform

The requirements for the platform have been outlined as below.

##### 1. Core Features

###### 1.1. Home Page Design

- 1.1.1. Domain – a simple and easy to spell URL/Domain(*thenairobihospital.org*) to allow easy search regardless of location and browser.
- 1.1.2. Company Name – Should appear pretty high on the home page to avoid scrolling to search for name.
- 1.1.3. Active Search Bar – Should be included on home page and all other pages.
- 1.1.4. Logo – Small easy to remember graphics that creates a link between company and customer brain. This should also appear up high on the home page.
- 1.1.5. Description – Short description or company tagline should appear near company name or logo.
- 1.1.6. Navigation Bar – either on the side or across the top of the page to empower users to explore our site and find their desired services we offer.
- 1.1.7. Book appointment/ doctors directory – since this is a hospital setup, this feature is very crucial to allow our customers be able to book appointments from anywhere. Must include ability to book for a service or find a physician by geography, practice, specialty.
- 1.1.8. Images – hospital slides/images/ should be included on the pages with ability to auto scroll.
- 1.1.9. Internal Links – this should be included on the home pages to direct customers on different sites/services.
- 1.1.10. Testimonials/Case Studies – must include before and after testimonials of our clients and their experiences.

- 1.1.11. Live Chat – users visiting our site must have ability to converse with us on a real time basis. Users must be prompted to converse once they visit the site or other internal links after a certain period of time.
- 1.1.12. Subscriber Opt-in – newsletters can be set to prompt as visitors are hovering over the X button prompting them to action before they close the page.
- 1.2. Website Footer - sits at the bottom of each page, providing links to help visitors navigate to popular pages.
  - 1.2.1 Tabs and Options – should include hyperlink list of places where visitors commonly wish to navigate e.g. *our services, about us, contacts, book appointment etc.*
  - 1.2.2 Social Media Icons/platforms – for building brand and creating awareness, all our social medial links must be included such as *twitter, Facebook, LinkedIn, YouTube etc.*
- 1.3. About Page – leads visitors to learn about our organization.
  - 1.3.1. Map to All Our sites – must include a map and address to lead users to our sites/main hospital. Must include a sear for users to find satellites near them.
  - 1.3.2. Business Hours – operations hours for various satellites must be included here.
  - 1.3.3. Contact Information – Must give users an easy way to get in touch with us by including phone numbers, support or informational email address.
  - 1.3.4. Contact Form – Must include a contact form to gather individual information and give our visitors a box to voice their concerns.
  - 1.3.5. Organizational background and current senior management organogram.
- 1.4. Internal Web Pages
  - 1.4.1. Careers –Must include career advertisement page with ability to apply online.
  - 1.4.2. Our Services – Must include a page with all active services we offer both on our main hospital and external satellites.
  - 1.4.3. Our satellites clinics – must include pages for all the sites, booking feature for services provided on these locations, images slides/ Add-Ins specific to these satellites.
  - 1.4.4. Media/Gallery – must have page for displaying some of our videos and pictures on some past events.

- 1.4.5. Blog – readers and visitors must have a clear understanding of how blog is broken out and how they can find content most relevant to their interest *e.g. news, community events and announcements*. Page must include blog search function.
- 1.4.6. Knowledge Base or FAQ – this page must be included to help visitors find answers to questions that have been asked before. This will reduce the need to respond to same questions repeatedly and also make visitors feel self-sufficient.
- 1.4.7. Documents and Guides
- 1.4.8. Tender Advertisement
- 1.5. Backend/Admin Functionalities - these features must be included to control what's done and exposed on the user interface
  - 1.5.1. CMS Tool – must include a Content Management System(CMS) to help organize and retain all the content that are published on our website. Must also include most add-ons for any customizable case if need be without having to necessarily rely on the vendor.
  - 1.5.2. SEO/Optimization Tool – Must include this tool in order to optimize visibility of the site to visitors.
  - 1.5.3. Site Analytics – Must include analytics tool to provide comprehensive statistics on site access visits
  - 1.5.4. User Creation and Permissions – must have the ability to allow IT admins create various users with limited access on what they can access *e.g. backend bookings platform, updating careers, tenders, blogs, digital marketing and advertisement, etc.*
  - 1.5.5. Management of Physician details for bookings feature from backend.
  - 1.5.6. Google Business Directory – should be included to create the ease of access of public information using certain keywords.
- 2. Hosting**
  - 2.1. Hosting platform – must include hosting site details with references
  - 2.2. SSL Certificate – must have an end to end encryption.
- 3. Cross Platform Support**
  - 3.1. Support mobile devices (e.g. tablets, self-service kiosks)
- 4. Cross Browser support**
  - 4.1. Ability to support all browser platforms *e.g. Firefox, chrome, IE, Safari, Edge etc.*
- 5. Reporting and analytics**
  - 5.1. Scheduled reports

- 5.2. Adding product to the cart
- 5.3. Macro-conversion
- 5.4. Requesting a quote for a service
- 5.5. Subscribing to an email list
- 5.6. Downloading a lead magnet
- 5.7. Booking an appointment
- 5.8. Real-time reports for various services *e.g. various admin activities, bookings made, etc.*
- 5.9. Customizable reporting dashboards.

## **6. Technical Requirements**

### **6.1. System Security**

- 6.1.1. User/ role-based access control
- 6.1.2. Full Audit trail

### **6.2. System Administration Features**

- 6.2.1. Setup and customization
- 6.2.2. Initial system configuration setup
- 6.2.3. User Management
- 6.2.4. Back-up/ restore management
- 6.2.5. Full Audit trail management

### **6.3. System information including:**

- 6.3.1. Software version(s)
- 6.3.2. Operating system requirements
- 6.3.3. Concurrent use support
- 6.3.4. Databases supported (If any)

## **7. Hardware compatibility support for peripheral hardware (if any)**

Specify any hardware requirements that may be needed to provide the platform.

## **5.2 Skills Transfer**

Offer skills transfer for the Digital Marketing & Advertisement Platform including:

- Training to Users in effective use of the platform.
- Training System Administrators on System setup, Administration and Maintenance.
- Prepare appropriate Quick Guides/ Cheat Sheets.

Handholding for the Digital Marketing & Advertisement Platform.

## 6 Tender Timetable

Date	Milestone
13 <sup>th</sup> Oct 2020	Tender Advertisement
23 <sup>rd</sup> Oct 2020	Deadline for submission of queries for clarification by bidders
26 <sup>th</sup> Oct 2020	Final response to queries for clarification sent out to bidders
29 <sup>th</sup> Oct 2020	RFP deadline for submission

## 7 Evaluation Criteria

	Evaluation Stage	Weight
1.	<b>Compliance Evaluation</b>	
	<p>Vendors who <b>do not comply</b> with the following mandatory requirements will be <b>eliminated</b> at this stage:</p> <ul style="list-style-type: none"> <li>1.1. Certificate of Incorporation/Registration</li> <li>1.2. Evidence of compliance of Tax Obligations (<b>Valid</b> Tax compliance certificate)</li> <li>1.3. <b>Audited</b> Financial Statements for the last 3 consecutive years (2016-2018 or 2017-2019)</li> <li>1.4. Duly filled Non-Disclosure Agreement (NDA)</li> <li>1.5. Duly filled Supplier Code of Ethics</li> </ul>	Yes/No
2.	<b>Technical Evaluation (70%)</b>	
	2.1. Desktop Evaluation of Technical Proposal	
	2.1.1. Company Profile	
	2.1.2. Solution description: Digital Marketing & Advertising Platform	
	<p><b>Core functionalities;</b></p> <ul style="list-style-type: none"> <li>a. SEO: provide strategies and implementation recommendations to increase organic search visibility for relevant topics and keywords to support our revenue goals.</li> <li>b. Measurement &amp; Optimization: develop testing and optimization strategy, implement ongoing testing and optimization plan, and provide recurring reporting on leading and lagging KPIs.</li> <li>c. Booking Appointments: Since we are a healthcare setup, your proposal must clearly indicate how booking for various services, specialty clinics for both our main campus and satellites will be handled.</li> </ul>	<p>3%</p> <p>3%</p> <p>4%</p>
		55%



	Evaluation Stage	Weight
	<ul style="list-style-type: none"> <li>d. Google Business Directory; include how you will onboard our business on the google business directory. 3%</li> <li>e. Administration Dashboards/CMS; indicate how different users/admins will be handling what appears on the front pages as well as the back-ends in terms of user permissions, digital advertisements, etc. 3%</li> <li>f. Internal links/page services/responsive/interactive and user friendly page designs 4%</li> <li>g. SSL Certificate – must have an end to end encryption 2%</li> <li>h. Support for mobile devices 2%</li> </ul> <p><i>Digital marketing features;</i></p> <ul style="list-style-type: none"> <li>i. Content Marketing: provide truly relevant and useful content targeted to our prospects and customers to deepen engagement and to grow relevant communities among all our target groups. 4%</li> <li>j. Social Media Growth &amp; Engagement: create content, deepen conversations, grow communities, and inspire influencers. 3%</li> <li>k. Email Marketing &amp; Automation: provide email marketing strategy and support inclusive of copywriting and email design. 3%</li> <li>l. Digital Advertising: provide digital advertising strategy, creative, and media plans to deliver on identified key performance indicators and return on ad spend by utilizing a mix inclusive of Google Grants, AdWords, paid search, social, display, and other advertising categories. 3%</li> <li>m. Evidence of Successful revenue generating campaign experience across digital channels. 3%</li> <li>n. Analytics and reporting 5%</li> </ul>	
	2.1.3 Project delivery approach (include details of key staff)	10%
	2.2 At least 3 Client references for similar engagements (Corporate experience)	10%
	2.3 Demo of Digital Marketing & Advertising Platform	5%
3.	<b>Financial Evaluation</b> (30%)	
	Financial Proposal Evaluation	30%
	<b>Total</b>	<b>100%</b>

## Award criteria

The bidder with the highest combined technical and financial score will be ranked first and eligible for award of the contract.

## 8 Proposal Format

### 8.1 Compliance Requirements

Bidders are required to provide copies of the following documentation:

1. Certificate of Incorporation/Registration
2. Audited Financial Statements for the last 3 consecutive years (2016-2018 or 2017-2019)
3. Evidence of compliance to Tax Obligations (**Valid** tax compliance certificate)
4. KRA PIN certificate (for companies registered in Kenya)
5. Duly filled Non-Disclosure Agreement (NDA)
6. Duly filled Supplier Code of Ethics
7. Duly filled Confidential Business Questionnaire
8. Official documentation on shareholding or directorship of a company (CR 12)

These should be submitted together with the Technical Proposal.

### 8.2 Technical Proposal Response

The Technical bid submitted in response should provide the following minimum information:

1. Company Profile
2. Solution description: Digital Marketing & Advertisement Platform.
3. Project delivery approach
4. Client References

#### ***Company Profile***

Profile providing history, geographical presence, capabilities, awards/ honors, industry leadership credentials etc.

Highlight your specific experience for with regards to this RFP, in addition to the company's overall experience.

Disclose 3rd party consultants or firms (if any) whom you intend to partner with during delivery of this assignment. This should include the specific scope that they will cover.

### ***Digital Marketing & Advertisement Platform***

Solution description including:

- 1.1. Digital Marketing & Advertisement Platform
  - 1.1.1. Patient Appointments Booking features
  - 1.1.2. System Administration features
  - 1.1.3. Digital Marketing and Advertisement features
  - 1.1.4. Mobile friendly attributes

### ***Project delivery approach***

Provide the following information:

1. Understanding of our stated requirements
2. Proposed approach/ methodology/ governance in delivering this assignment
3. Project schedule – with activities, dependencies, and key milestones
4. Skills Transfer approach
5. Project team: Profiles of key personnel, and Team structure, roles and responsibilities

### ***Client References***

Provide at least **3 Client References** for projects in similar institutional settings that illustrate your demonstrated capability. For each reference provide the following:

1. Organization name and address details
2. Summary profile of the Organization with summary key metrics
3. Contact person name, title and phone number
4. Details of work done and impact of your services for the client
5. Implementation dates, Project Implementation period

### 8.3 Financial Proposal Response

Price table that breaks down the cost by activity and provides a total for the initiative.

You should document any assumptions you have made in notes attached to the quotation. You are required to provide a binding quotation for the purpose of selection and contracting; however, it is recognized that there are areas of uncertainty, which it may not be possible to resolve without further analysis and work. In these circumstances, please quote a range of costs and indicate the work required and its cost for eliminating/minimizing the uncertainty.

All costs should include and clearly state all applicable taxes in Kenya and country of origin for all the areas of the financial proposal.

Provide:

1. Summary of Costs
2. Breakdown of Costs
  - 2.1. Digital Marketing & Advertisement Platform
  - 2.2. Reimbursable Costs
3. Business Terms / Draft Contract

Use the formats provided on the next page where applicable.

### Summary of Fees

#### *Digital Marketing & Advertisement Platform*

Description	Amount (KES)
Implementation of a Digital Marketing & Advertisement Platform	
<b>Total before tax</b>	
Value Added Tax	
<b>Total including tax</b>	

## Breakdown of Costs

### *Breakdown of Costs - Digital Marketing & Advertisement Platform*

#### 1) Professional Services

Description	Unit of Measure	Unit Cost	Amount	Sub-Total
Total (excluding VAT)				
VAT				
Total (including VAT)				

#### 2) Software Costs

Description	Unit of Measure	Unit Cost	Amount	Sub-Total
Total (excluding VAT)				
VAT				
Total (including VAT)				

#### 3) Hardware Costs (if Any)

Description	Unit of Measure	Unit Cost	Amount	Sub-Total
Total (excluding VAT)				
VAT				
Total (including VAT)				

## Business Terms

Provide your Business Terms / Draft Contract including proposed billing schedule.

## 8.4 Proposal response checklist

The checklist below is merely expected to serve as a guide in preparation of your bid.

Description	Bidder Response
Mandatory requirements	
1. Certificate of Incorporation/Registration	
2. Audited Financial Statements for the last 3 years	
3. Evidence of compliance to Tax Obligations	
4. Duly filled Non-Disclosure Agreement (NDA)	
5. Duly filled Supplier Code of Ethics	
Technical Proposal response requirements	
1. Company Profile	
2. Solution description: Digital Marketing & Advertisement Platform	
3. Project delivery approach	
4. Client References (at least 3)	
Financial Proposal response requirements	
1. Summary of Costs	
2. Breakdown of Costs 2.1. Digital Marketing & Advertisement Platform 2.2. Reimbursable Costs	
3. Business Terms / Draft Contract	



THE NAIROBI HOSPITAL

## Non-Disclosure Agreement

The Chief Executive Officer  
The Nairobi Hospital,  
P.O. Box 30026 – 00100,  
NAIROBI, KENYA

STRICTLY PRIVATE & CONFIDENTIAL

Dear Sir,

### CONFIDENTIALITY AGREEMENT

1. In connection with your consideration of tendering for the Digital Marketing & Advertising Platform with The Nairobi Hospital ("The Hospital"), The Hospital in respect of the **Request for Proposal for Digital Marketing & Advertising Platform** will provide you with information concerning The Hospital, operations.
2. As a condition to, and in consideration of, you being furnished by or on behalf of The Hospital with information, data, materials or experience, whether written, mechanical or oral ("Confidential Information") relating to the Request for Proposal you undertake:
  - a) to keep the Confidential Information completely and strictly confidential;
  - b) not to disclose the whole or any part of the Confidential Information to any person (subject to clause 3 and 5 herein) unless authorized in writing by The Hospital;
  - c) subject to (d) below, not to use the Confidential Information for your own benefit, other than to appraise the possible transaction, or for the benefit of anyone other than The Hospital;
  - d) to use the Confidential Information only for the purpose for which it is supplied by The Hospital;
  - e) to maintain the Confidential Information as The Hospital's property;



### **THE NAIROBI HOSPITAL**

- f) not to disclose to any other person that you are engaged in discussions or working with The Hospital in relation to the proposed transaction;
- g) where any Confidential Information is marked or described as “Privileged” (whether as attracting legal professional privilege or howsoever) to acknowledge and accept the privilege vested in such Confidential Information (“Privileged Information”) and to treat the same as privileged and, further, to acknowledge that your access to such Privileged Information is not, and shall not be deemed by you to be, any waiver of privilege on the part of The Hospital in respect of Privileged Information; and
- h) to use all reasonable endeavors, whether requested by The Hospital or not, to maintain privilege in the Privileged Information at all times.

This obligation of confidentiality and maintenance of privilege shall not apply to information which you can prove in writing:

- i) was generally in the public domain at the time of disclosure; or
- ii) was lawfully in your possession prior to such disclosure and was not acquired directly or indirectly from The Hospital or any company associated with The Hospital or from a third party under an obligation of confidence; or
- iii) is or becomes public knowledge by act or acts other than those of you or any person related to you; or
- iv) is information furnished to you without restriction by any third party having a bona fide right to do so.

For the purposes of this paragraph 2, no Confidential Information shall be deemed in the “public domain” or “in the receiver’s possession” merely because such information is embraced by more general information.

The term “person” as used in this agreement shall be broadly interpreted to include without limitation any corporation, company, partnership or individual.

3. You shall restrict access to the Confidential Information to the parties who need to know the same for the purpose of appraising and investigating the Business (“Permitted Persons”) and you shall use best endeavors to ensure that the Permitted Persons shall not divulge the Confidential Information (and, in





## THE NAIROBI HOSPITAL

particular, Privileged Information) to any other person and shall deal with the Confidential Information solely in accordance with this agreement. Furthermore, you accept strict liability for any breaches of this agreement by your Directors, Officers, employees, representatives and advisers.

You will not, and you shall procure that the Permitted Persons will not, contact any Director, Officer, employee, representative or adviser of The Hospital or the Business other than those specifically designated for the purpose of the proposed transaction.

4. All tangible forms of Confidential Information, including, without limitation, all summaries, copies and excerpts of any Confidential Information, shall be the sole property of The Hospital, and shall be immediately delivered by you to us upon our request or upon termination of your interest in the proposed transaction for whatever reason and you will not retain any copies or other reproductions in whole or in part of such material. You will use your best efforts to destroy or expunge from any computer or other electronic database all notes, analyses, studies, memoranda or other documents prepared by you or Permitted Persons which contain or are derived from, in whole or in part, the Confidential Information. Notwithstanding the return or the destruction of the Confidential Information, you will continue to be bound by your obligations of confidentiality and use hereunder with respect to all Confidential Information.
5. Without our prior written permission, you shall not and shall use your best endeavors to ensure that the Permitted Persons referred to above do not disclose to any other person the Confidential Information or Privileged Information unless disclosure is required to be made under any applicable laws, codes of conduct and/or industrial relations practices.

In the event that you are requested or required by document subpoena, civil investigative demand, interrogatories, request for information or other similar process to disclose any information supplied by The Hospital or The Hospital's representatives, you shall provide us with prompt notice of such request so that



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we may seek (in so far as practicable) an appropriate protective order or waive any compliance with the provisions of this agreement.

6. This agreement shall form part of all other agreements entered thereafter and shall not be rendered invalid by either a completion of the tendering process or termination of the contract thereafter.
7. You confirm that you are acting in this matter as principal and not as agent or broker for any other person.
8. No failure or delay by The Hospital in exercising any right, power or privilege hereafter shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
9. The Hospital shall be under no obligation to accept any offer or proposal related to this agreement.
10. You acknowledge and recognize that any breach by you of this agreement could injure The Hospital irreparably. Therefore, in case of any breach you shall be liable to pay the Hospital general or specific damages which shall be determined by the court and shall be equal to the damages suffered by the Hospital. Accordingly, The Hospital shall also be entitled to seek any orders or any other remedies available in equity to enforce its rights hereunder even after the termination of the agreements entered between the Hospital and yourself.
11. Your obligations hereunder shall also extend to information acquired from The Hospital in connection with the proposed transaction prior to the signing of this agreement.
12. You understand that neither The Hospital nor any of its representatives may at any express or implied representation or warranty as to the accuracy or completeness of the information. You agree that neither The Hospital, nor any of its representatives or advisors shall have any liability to you or any of your

representatives or advisors resulting from the information, errors therein or omissions there from. You shall be entitled to rely solely on the representations and warranties made to you in any final purchase agreement.

13. Neither you nor any of your associated companies nor any representative or adviser who have been taking an active role in the transaction and to whom Confidential Information is disclosed to, will for a period of two years from the date hereof either directly or indirectly solicit for employment as a Director, Officer or any other position in the Hospital.

14. This agreement shall be interpreted and construed according to Kenyan law and be subject to the non-exclusive jurisdiction of the Kenyan courts.

Yours sincerely

The undersigned,

Company Name	
Name of Approved Signatory	
Signature	
Title	
Email	
Date and Stamp	



THE NAIROBI HOSPITAL

## Supplier Code of Ethics

\_\_\_\_\_ company (hereafter referred to as “the company”, commits not to violate any applicable anti-bribery / anti-corruption law(s) and agrees to comply with The Nairobi Hospital’s (hereafter referred to as “the hospital”) anti-bribery policy which promotes zero tolerance to corruption.

The company guarantees The Nairobi Hospital that neither the company nor any of its employees;

- a) Has given, offered, or agreed to give or accept any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or having done or refraining to do any act in relation to show favor or disfavor to any person or entity in relation to any contract with the hospital.
- b) Has entered into any contract in connection with which commission has been paid or agreed to be paid to the hospital personnel or their representatives on their behalf or to their knowledge unless, before such contract was made particulars of any commission and of the terms of any agreement for the payment of such were disclosed in writing to the hospital whose written consent was subsequently given to such payment by both the Chief Executive Officer and Head of Procurement and Stores.
- c) The company shall not either directly or indirectly engage in business with the hospital employees or their representatives in such a manner that may compromise the institutional relationship such as business biasness. Any such relationships MUST be disclosed in writing by both parties to the tender committee prior to any business transaction with the Hospital.
- d) Neither the company nor any of the company’s employees shall accept for or on their own benefit any trade commission, discount or similar payment or benefit with this contract.



**THE NAIROBI HOSPITAL**

- e) Sufficient measures have been put in place to mitigate supply of counterfeit, adulterated, fake, stolen, or substitute products.
- f) There are no current or potential conflict of interest, and where such exist they will be disclosed in writing to the hospital before any contract for supply of good and service is finalized.

In case there is enough evidence that the company has violated any of the above and indeed engaged in corrupt or bribery, the company will forfeit all outstanding amounts due from the hospital, their services terminated with immediate effect without further notice, and the company as well as any other affiliated company(ies) will be blacklisted by the Hospital. Legal action may also be taken as applicable.

The undersigned,

Company Name	
Name of Approved Signatory	
Signature	
Title	
Email	
Date and Stamp	

Information can be provided to the Hospital by presenting it in person, or in writing, or by telephone to the Chief Executive Officer.

The following contacts may be used: Tel No.: +254 (0) 20 2845000;  
[hosp@nbihosp.org](mailto:hosp@nbihosp.org).

## Confidential Business Questionnaire

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

### Part 1 General

Business Name .....

Location of Business Premises .....

Plot No, .....Street/Road.....

Postal address .....Tel No. ....Fax Email .....

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers.....

Branch.....

	<p align="center"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																									
	<p align="center"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th></th><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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	<p align="center"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th></th><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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