



**THE NAIROBI HOSPITAL**

**TENDER NOTICE**

**PROVISION OF CONSULTANCY SERVICES TO DEVELOP AND IMPLEMENT THE  
NAIROBI HOSPITAL ENVIRONMENTAL, SOCIAL, & GOVERNANCE (ESG)  
FRAMEWORK**

**REFERENCE NO: TNH/RFP/011/001/24/RISK & COMPLIANCE**

**CLOSING DATE: THURSDAY 20<sup>TH</sup> FEBRUARY 2025**

**CLOSING TIME: 12:00 P.M.**

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## SECTION I: INVITATION TO TENDER

Nairobi Hospital invites sealed bids from interested bidders for Provision of consultancy services to develop and implement The Nairobi Hospital Environmental, Social & Governance (ESG) Framework for a Period of Two (2) Years at The Nairobi Hospital.

Complete sets of tender documents can be downloaded from The Nairobi Hospital website; <https://thenairobihosp.org/tenders> by interested bidders upon payment of non-refundable fee of **Ksh.3,000.00** the payment should be made through **LIPA NA MPESA Paybill Number: 998151 A/C No: Company Name** at the **hospital cashiers desk from 8:30A.M - 4:30 P.M Monday to Friday**

Candidates will then attach the original receipt to the tender documents as proof of purchase.

Prices quoted should be net inclusive of all taxes and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

All Tenders must be accompanied by a Tender Security in the form of a bank guarantee from a commercial bank as specified in the tender document.

Completed tender documents for preliminary, technical requirements and financial are to be enclosed in a plain envelope marked with the tender reference number, tender name and addressed to:

**The Chief Executive Officer  
The Nairobi Hospital  
P.O BOX 30026 - 00100,  
Nairobi, Kenya.**

Or be deposited in the Tender Box at Nairobi Hospital at the **Tender Box at Procurement Office Corporate Services Centre Second Floor** to be received on or **before 20<sup>th</sup> February 2025 at 12.00 p.m.**

Electronic bidding will not be permitted. **No bids will be accepted after 12:00 p.m. on the closing day.**

## **SPECIAL NOTES**

The service provider is required to understand the Terms of Reference and should he find any missing or should the service provider be in doubt of the precise meaning of any items of figures, for any reason whatsoever, he must inform The Nairobi Hospital via email [procurement@nbihosp.org](mailto:procurement@nbihosp.org) in order that the correct meaning may be decided. All clarification should be received seven (7) days before the date for submission of Tenders.

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1.** This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2. Cost of Tendering**

- 2.2.1.** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Nairobi Hospital, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2.** The price to be charged for the tender document shall be Kshs.3,000/=
- 2.2.3.** Nairobi Hospital shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3. Contents of Tender Documents**

- 2.3.1.** The tender document comprises of the documents listed below;
  - a) Invitation to Tender
  - b) Instructions to Tenderers
  - c) Terms of Reference
  - d) Evaluation Criteria
  - e) Standard Forms
- 2.3.2.** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4. Clarification of Documents**

- 2.4.1.** A prospective candidate making inquiries of the tender document may notify Nairobi Hospital in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Nairobi Hospital will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by The Nairobi Hospital. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have sought out for clarifications and where need be addendum posted on The Nairobi Hospital Website.
- 2.4.2.** Nairobi Hospital shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5. Amendment of Documents**

- 2.5.1.** At any time prior to the deadline for submission of tenders, The Nairobi Hospital, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2.** All interested tenderers will be notified of the amendment through an addendum that will be posted on the hospital website.
- 2.5.3.** In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, The Nairobi Hospital, at its discretion, may extend the deadline for the submission of tenders.

## **2.6. Language of Tender**

- 2.6.1.** The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and The Nairobi Hospital, shall be written in English language.

## **2.7. Documents Comprising the Tender**

- 2.7.1** The tender prepared by the tenderer shall comprise the following components:
- a) Completely filled price schedule

- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Filled Standard forms.

## **2.8 Form of Tender**

**2.8.1** The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9. Tender Prices**

**2.9.1.** Prices quoted should be net inclusive of all taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of the tender.

**2.9.2.** The Tenderer shall indicate on the form of tender and the appropriate price schedule the unit price and the total prices of the services it proposes to provide under the contract.

**2.9.3.** Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.2.

## **2.10. Tender Currencies**

**2.10.1.** Prices shall be quoted in Kenya Shillings.

## **2.11. Tenderers Eligibility and Qualifications.**

**2.11.1.** Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

**2.11.2.** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to The Nairobi Hospital satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

**2.12.1.** The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

- 2.12.2.** The tender security shall be **Kshs 100,000.00**.
- 2.12.3.** The tender security is required to protect The Nairobi Hospital against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.
- 2.12.4.** The tender security shall be denominated in a Kenya Shillings and shall be in form of a bank guarantee **from a commercial bank**.
- 2.12.5.** Any tender not secured in accordance with paragraph 2.12.2 and 2.12.4 will be rejected by Nairobi Hospital as non-responsive, pursuant to paragraph 2.20
- 2.12.6.** Upon request, unsuccessful tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by The Nairobi Hospital.
- 2.12.7.** The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8.** The tender security may be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity specified by The Nairobi Hospital on the Tender Form; or
  - b) In the case of a successful tenderer, if the tenderer fails:
    - i. To sign the contract.
    - ii. To furnish performance security.
  - c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

- 2.13.1** Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by The Nairobi Hospital, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Nairobi Hospital as nonresponsive.
- 2.13.2** In exceptional circumstances, The Nairobi Hospital may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted



to modify its tender.

## **2.14 Format and Signing of Tender**

**2.14.1.** The tenderer shall prepare one copy of the tender.

**2.14.2.** The copy of the tender shall be typed or written in indelible ink.

**2.14.3.** The final Bid bound document must be serially paginated (*All pages in the document from top page (immediately after top cover) to the last page (one before back cover) including table of content, separators, brochures, receipt and any other attachments in a continuous ascending order from the first page to the last in this format; 1,2,3... ..n where n is the last page*).

**2.14.4.** The document should be clearly arranged with **SEPARATORS AND TAPE BOUND. SPIRAL BOUND WILL NOT BE ACCEPTED.**

## **2.15. Sealing and Marking of Tenders**

**2.15.1.** The tenderer shall seal the copy of the tender and the envelopes shall then be sealed in an outer envelope.

**2.15.2.** The inner and outer envelopes shall be addressed to:

**The Chief Executive Officer  
The Nairobi Hospital  
P.O BOX 30026 - 00100,  
Nairobi, Kenya**

Bear tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Thursday, 20<sup>th</sup> February 2025 at 12.00 p.m.”**

**2.15.3.** If the outer envelope is not sealed and marked as required by paragraph 2.15.2, The Nairobi Hospital will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

**2.16.1.** Tenders must be received by The Nairobi Hospital at the address specified under paragraph 2.15.2 no later **Thursday, 20<sup>th</sup> February 2025 at 12.00 p.m.**

**2.16.2.** The Nairobi Hospital may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of The Nairobi Hospital and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

**2.16.3.** Bulky tenders which will not fit in the tender box shall be received by The Nairobi Hospital as provided for in the appendix.

## **2.17. Modification and withdrawal of tenders**

**2.17.1.** The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by The Nairobi Hospital prior to the deadline prescribed for the submission of tenders.

**2.17.2.** The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

**2.17.3.** No tender may be modified after the deadline for submission of tenders.

**2.17.4.** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

**2.17.5.** The Nairobi Hospital, at its discretion may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination or give reasons thereto.

**2.17.6.** Nairobi Hospital shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18. Opening of Tenders**

**2.18.1.** The Nairobi Hospital will open all tenders at its discretion.

**2.18.2.** Thereafter, The Nairobi Hospital will prepare minutes of the tender opening.

## **2.19. Clarification of tenders**

**2.19.1.** To assist in the examination, evaluation and comparison of tenders, The Nairobi Hospital may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in call or writing, and no change in the prices or substance shall be sought, offered, or permitted.

**2.19.2.** Any effort by the tenderer to influence The Nairobi Hospital in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20. Preliminary Examination and Responsiveness**

**2.20.1.** The Nairobi Hospital will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly paginated, and whether the tenders are generally in order and responsive to the tender document requirements.

**2.20.2.** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

**2.20.3.** The Nairobi Hospital may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

**2.20.4.** Prior to the detailed evaluation, pursuant to paragraph 22, The Nairobi Hospital will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Nairobi Hospital's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

**2.20.5.** If a tender is not substantially responsive, it will be rejected by The Nairobi Hospital and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to a single currency**

**2.21.1.** All quoted prices should be in Kenya shillings and inclusive of VAT.

## **2.22. Evaluation and comparison of tenders**

- 2.22.1.** The Nairobi Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2.** The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3.** The tender evaluation committee shall evaluate the tender within 45 days from the date of opening the tender.
- 2.22.4.** To qualify for contract awards, the tenderer shall have the following: -
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured,
  - b) Legal capacity to enter into a contract for procurement,
  - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

## **2.23. Contacting The Nairobi Hospital**

- 2.23.1.** Subject to paragraph 2.19, no tenderer shall contact The Nairobi Hospital on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2.** Any effort by a tenderer to influence Nairobi Hospital in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24. Award of Contract**

### **(a) Post qualification**

- 2.24.1.** In the absence of pre-qualification, The Nairobi Hospital will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2.** The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as The Nairobi Hospital deems necessary and appropriate.

(b) Award Criteria

- 2.24.3.** The Nairobi Hospital will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4.** The Nairobi Hospital reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for The Nairobi Hospital's action.
- 2.24.5.** A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after contract award shall be considered for debarment from participating in future procurement.

**2.25. Notification of award**

- 2.25.1.** Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2.** The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and The Nairobi Hospital pursuant to clause 2.26. Simultaneously the other unsuccessful tenderers shall be notified that their tenders have not been successful.

**2.26. Signing of Contract**

- 2.26.1.** At the same time as The Nairobi Hospital notifies the successful tenderer that its tender has been accepted, Nairobi Hospital will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2.** Within seven (7) days of receipt of the award, the successful tenderer shall sign and date the award and return it to The Nairobi Hospital.
- 2.26.3.** The parties to the contract shall have it signed within 30 days from the date of award unless there is an administrative review request.

## **2.27. Performance Security**

**2.27.1.** Within thirty (30) days of the receipt of award from The Nairobi Hospital, the successful tenderer shall furnish the performance security equivalent to 10% of the contract amount.

**2.27.2.** Failure of the successful tenderer to comply shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Nairobi Hospital may make the award to the next lowest evaluated or call for new tenders.

## **2.28. Corrupt or Fraudulent Practices**

**2.28.1.** The Nairobi Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.

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

## **SECTION III - TERMS OF REFERENCE**

### **3.1. Background**

As a leading healthcare institution in the East African region, The Nairobi Hospital (TNH) has attained such standards by meeting and exceeding stakeholder expectations and adopting unparalleled medical practices with the best professionals in their respected fields. In the rapidly evolving corporate landscape, The Nairobi Hospital (TNH) recognizes the importance of Environmental, Social, and Governance (ESG) factors in their operations to aid in long term sustainable goals achievement and overall value creation.

Aware of its environmental and societal impact, TNH is committed to enhancing social responsibility and sustainability through the development and implementation of an ESG framework. The framework will aim to enhance the addressing of environmental objectives, social concerns, and governance practices, improving responsible business conduct and further mitigating sustainability risks. The partnership with the UN Global Compact has also provided an avenue to enhance sustainable practices as TNH is committed to satisfy the UN sustainability development goals.

TNH is interested in implementing an Environmental, Social & Governance (ESG) framework. This will ensure TNH is cognizant and proactive in activities and measures that will deal with ESG-related activities, enhance transparency, and accountability across the organization. The consultant is also to do capacity building for the staff in The Nairobi Hospital to provide them with information on sustainability, ESG practices, and how they impact the business operations with respect to ESG metrics.

The framework is expected to adopt industry standards, mimic various sustainability development goals from the UN, and guidelines from other frameworks.

### **3.2. Key Objectives of Environmental, Social, & Governance (ESG) Framework**

The proposed ESG framework at TNH is to streamline ESG reporting and support the sustainability efforts of the Hospital, promoting transparency, accountability and evolving stakeholder expectations to contribute to a sustainable future. The ESG framework is to make

a foundation from various other frameworks that address different ESG metrics used to measure performance in the Environmental, Social, and Governance sections.

Specific objectives of the Framework, include, but are not limited to the following:

### **3.3.Environmental Objectives:**

- i. Identify material environmental topics that are relevant to the business operations and/or value chain.
- ii. Develop policy commitments that focus on Climate Change, Forests & Land Use, and Water; ensure the policy commitment is aligned with international environmental standards and applied to the company's operations and possibly to the value chain, and the policies are publicly available.
- iii. Establish scope of greenhouse gas (GHG) emissions and measure the organizations emissions of identified pollutants.
- iv. Introduce measures that dedicate investments to Research and Development on how to reduce Greenhouse gas emissions including investment in renewable energy and sustainable water sources.
- v. Minimize water consumption through the implementation of water-saving technologies and practices.
- vi. Improve waste management practices to reduce environmental impact;
- vii. Promote sustainable procurement practices by sourcing products and services from environmentally responsible suppliers.
- viii. Increase energy efficiency through the adoption of renewable energy sources and energy-saving measures.
- ix. Introduce measures to record the use of single use plastic across all operations in the hospital and to reduce the use of single use plastics.
- x. Set annual environmental targets to enhance sustainability and review progress against target frequently, report progress internally and externally where relevant.
- xi. Introduce measures for Environmental technical training to build capacity among stakeholders on a regular basis.



### **3.4.Social Objectives**

- i. Implement comprehensive labor policies and tools across the organization to focus on the following topics: forced labor, child labor, discrimination in respect of employment and occupation, working conditions and working hours and ensure application to the company's own operations and the value chain.
- ii. Implement comprehensive labor policies and tools to ensure a safe and healthy working environment, freedom of expression, gender equality and women's rights, digital privacy and rights of refugees and migrants and ensure application to the company's own operations and the value chain.
- iii. Ensure the policies above are publicly availed and applied to the company's own operations.
- iv. Recommend workplace diversity and inclusion by implementing initiatives to increase representation of underrepresented groups within TNH's workforce.
- v. Enhance employee well-being by providing access to health and wellness programs, mental health support services, and work-life balance initiatives.
- vi. Strengthen community engagement and support through partnerships with local organizations, community outreach programs, and philanthropic initiatives.
- vii. Recommend fair labor practices throughout TNH's supply chain by conducting regular audits and assessments of suppliers' labor standards and compliance.
- viii. Introduce measures to build internal capacity on sustainability concepts through training.
- ix. Introduce measures to build capacity among relevant business relationships with partners, suppliers and clients.
- x. Establish annual goals and targets and mandate the relevant functions/departments to track their progress.

### **3.5.Governance Objectives**

- i. Recommend publicly stated commitments to the following sustainability topics, Human Rights, Labor Rights, Environment, and Anti-corruption in the Hospital's operations and possibly operations in the value chain.
- ii. Strengthen board oversight of ESG-related risks and opportunities by establishing a dedicated ESG committee /or integrating ESG considerations into existing board

committees.

- iii. Develop a clear and coherent ESG strategy aligned with TNH's mission and values to guide TNH 's actions and inform on sustainability reports that are congruent with recognized frameworks (such as GRI, SASB, or TCFD, etc.);
- iv. Implement and enhance transparency and disclosure of ESG performance by regularly reporting on key ESG targets and initiatives through integrated reporting mechanisms in the annual statements and audits.
- v. Implement and strengthen robust ethical and compliance standards across all TNH operations, including anti-corruption measures, whistleblowing mechanisms, due diligence procedures, & conflict-of-interest policies with regards to the following topics: human rights, labor rights, environment, and anti-corruption.
- vi. Foster a culture of accountability and integrity by providing training and awareness programs on ethical conduct and corporate governance principles to all staff members including admitting staff association members.
- vii. Recommend alignment of executive compensation with ESG performance targets, by incentivizing responsible business practices and long-term value creation.
- viii. Ensure senior leadership annually reviews and approves the organization's sustainability targets.
- ix. Ensure responsibilities for human rights, labor rights, the environmental and anti-corruption are well captured in the job descriptions of those responsible at the highest levels of the organization and thereafter cascaded downwards.
- x. Update the code of ethics to include all current sustainability issues, such as environmental impact, human rights, labor rights, and anti-corruption. Create awareness programs for employees and suppliers and require them to sign a commitment to adhere to these standards.
- xi. Recommend sustainability issues to be discussed in detail by the Committees and recommendations passed and adopted by the Board. level.
- xii. Ensure human rights, labor rights, environmental risk and corruption risks are addressed in contracts with third parties
- xiii. Implement a process though which members of the company's workforce can confidentially raise concerns about the company's conduct related to human rights,

labor rights, environment and anti-corruption and ensure the process is communicated to all employees and available to other stakeholders.

- xiv. Develop and provide comprehensive training programs on anti-corruption and integrity. These programs should be mandatory for all employees and should cover relevant laws, internal policies, and practical scenarios to ensure a thorough understanding and adherence to anti-corruption practices.

### **3.6.Scope of Work**

It is expected that the consultant will conduct the following activities:

- i. Gap Assessment: evaluate TNH's current ESG practice(s) against best practices and professional standards as provided by the UN global compact and the United Nations 17 Sustainable Development Goals.
- ii. Business Process Mapping: map out TNH's key business processes to identify areas of ESG integration.
- iii. Risk Assessment: assess risks related to ESG matters to identify potential areas of improvement and come up with mitigation strategies.
- iv. ESG Policy and Framework Development: develop a comprehensive ESG policy and framework tailored to TNH's specific needs and objectives.
- v. Integration with Strategic Plan: ensure alignment of the ESG strategy with TNH's existing Strategic Plan for seamless integration and mutual reinforcement.
- vi. Risk-Based Testing: conduct thorough testing of the ESG plans and strategies, focusing on areas of identified risks.
- vii. Reporting and Presentation: generate detailed reports on ESG performance and present findings in organized sessions with TNH Management.
- viii. Training and Sensitization: conduct training and sensitization sessions for TNH Management and staff to enhance understanding and engagement with ESG matters.
- ix. Risk mitigation recommendations: provide recommendations on ways to mitigate risks and impacts arising from Environment, Social and Governance aspects.
- x. Progress Assessment & Collaboration: assess progress in mitigation of risks internally and in the value chain and collaborate with internal and external stakeholders to address and/or mitigate the risks and impacts in each of the identified areas.

### 3.7.ESG Framework Deliverables

Submission of an Inception Report detailing the project's scope, methodology, and timelines together with a work plan of how the ESG Pillars will be met;

- i. Development of a comprehensive Environmental, Social, and Governance (ESG) Policy Document.
- ii. TNH's Risk Situation Analysis Report indicates key threats, impacts and likelihood with respect to ESG matters.
- iii. Delivery of TNH's Risk Situation Analysis Report identifying key ESG threats, impacts, and likelihoods.
- iv. Compilation of a Stakeholder Engagement Report summarizing interactions and feedback.
- v. Establishment of well-defined ESG metrics and Key Performance Indicators (KPIs);
- vi. Formulation of detailed Reporting Guidelines for ESG data collection and presentation.
- vii. Preparation of a Training and Capacity Building Agenda with customized training materials.
- viii. Creation of an Integration Plan outlining steps for incorporating ESG practices into Hospitals' operations.
- ix. Development of a Communication Strategy to effectively convey ESG initiatives and progress.
- x. Design of an ESG Framework to guide the implementation and management of ESG practices.
- xi. Formulation of a Continuous Improvement Plan for ongoing ESG performance enhancement.
- xii. Conduct of an ESG Impact Assessment to evaluate the effectiveness of ESG initiatives.
- xiii. Compilation of a Final Report summarizing all findings, activities, and recommendations.

### 3.8.ESG Reporting requirements

Name of Report	Contents of Report	Date of Submission/ Approval
Inception Report	Objectives and goals of the assignment (b) Proposed plan for carrying out the assignment (c) Linkages designed for a harmonious and timely delivery of the tasks, submitting of the report and incorporating comments.	Two weeks after signing of the contract (this will be dependent on other factors and will be discussed in detail with the consultants on identification)
Interim reports	Progress in addressing the objectives and outlined activities of the TOR and challenges encountered.	During the assignment, the consultant will give constant briefing to the Hospital liaison team.
Draft Final Report	Continuously elaborating the agreed upon recommendations of the inception report and expected deliverables. Addressing in concrete terms the objectives and the outlined activities of the TOR	Continuously as the project progresses
Final Report		Two weeks after receiving comments from Hospital on the draft report.
Approval of Final Report		Two weeks after receiving acceptable final report

The reports will be reconciled to the expected deliverables under 3.4

#### Qualifications & Experience

The consultants (Key Staff) should have the following qualifications and fit the eligibility criteria:

##### Team Lead

Master's degree in Sustainability Management, Environmental Management, Public Health, or a related field.

Bachelor's degree (e.g., Business Administration, Environmental Science, or a relevant discipline) could be considered with significant experience, partnered with any of the following:

Certification in Sustainability or Environmental Management from a recognized institution. (e.g., Certified Sustainability Professional (CSP) or equivalent).

Global Reporting Initiative (GRI) certification or similar credential in sustainability reporting.

Leadership in Energy and Environmental Design (LEED) Green Associate or similar certification.

Minimum 2 years of experience in sustainability consulting with proven record in the healthcare industry.

Demonstrated experience in project management, stakeholder engagement, and communication.

Familiarity with sustainability and environmental regulations, standards, and practices specific to the East African region is an added advantage.

#### Support Team

##### Environmental Specialist

Bachelor's degree (e.g., Environmental Science or a relevant discipline) with relevant experience.

LEED Green Associate or any similar certification preferred.

Expertise in energy efficiency, waste management, and sustainable procurement.

##### Social Impact Specialist

Bachelor's degree in social sciences, Public Health or related field with relevant experience.

Expertise in community health outreach, employee well-being programs, and diversity & inclusion initiatives within healthcare.

##### Governance Specialist

Bachelor's degree in business administration, Law, or a related field with relevant experience.

Expertise in ethical sourcing, ESG risk management, and board oversight of ESG initiatives.

##### Data Analyst

Bachelor's degree in data science, Statistics, or a related field.

Familiarity with data analysis software (e.g., R, Python, Tableau)

Experience with ESG data collection and reporting frameworks (e.g., GRI Standards, SASB)

##### Additional Considerations

Strong knowledge of data protection regulations and practices to handle data responsibly.

Good understanding of the local landscape including regulatory environment and community needs.

ESG team should have efficient collaboration with other departments in the Hospital.

### **3.9. Time Frame**

The bidders should submit a detailed time schedule for the project implementation period and its phases. All deliverables must be satisfactorily completed and delivered within this timeframe. Certificates and sign offs shall be executed upon delivery of each deliverable.

### **3.10. Responsibilities of the Nairobi Hospital**

The hospital will provide the following:

- i. Liaison team.
- ii. Relevant documents and materials.
- iii. Relevant logistical arrangements.
- iv. Infrastructure and conducive environment to carry out the task
- v. Any other form of facilitation that consultant may require from time to time.

The Consultant shall facilitate its own transport, remuneration, accommodation and subsistence of their staff.

### **3.11. Period of the assignment**

The period of execution of the assignment is estimated to be about six months. However, the services of the consultants will be offered on the basis of an agreed schedule. This will be part of the evaluation criteria.

## SECTION IV - EVALUATION CRITERIA

Interested Bidders should note that only those who meet all the criteria indicated below supported by relevant documents at submission will be considered for further evaluation.

### TENDER EVALUATION CRITERIA

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

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation
4. Due diligence

### STAGE 1: PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the mandatory requirements as set out in the bid document. The mandatory requirements shall include the following:

**Table 1: Mandatory Requirement**

PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS			
Mandatory Requirements ( YES/NO)			
No.	Particulars	YES	NO
1.	Copy of Certificate of Incorporation/Certificate of Registration.		
2.	Copy of valid KRA Tax Compliance Certificate.		
3.	Copy of CR12 issued within 12 months or copies of identification cards for Sole Proprietors/Partnerships. <b>(Must specify the shareholding)</b>		
4.	Must provide a copy of Valid business Trading License relevant to this tender.		
5.	Must attach original receipt as proof of purchase of tender documents.		
6.	Must provide tender security from a <b>commercial bank</b> amounting to <b>Kshs. 100,000.00</b> (attach original letter from bank).		
7.	Must attach dully filled form of tender.		
8.	Supplier Code of Ethics duly filled		
9.	Must submit copies of 2 most recent audited financial reports (not older than 2021) certified by audit firm registered by the Institute of Certified Public Accountants (ICPAK). <i>(Attach valid audit firm registration certificate from ICPAK) (Where there is a provision for more than one Director, two of them must sign)</i>		
10.	<b>ENSURE</b> that all pages are sequentially paginated as detailed on section 2.14 of <b>the tender document.</b>		

**Note 1:** Bidders who do not attach **ANY** of the **MANDATORY REQUIREMENTS** will be considered non-responsive and will **NOT** be evaluated further.



## STAGE 2: TECHNICAL EVALUATION

**Table 2: Technical Requirement**

<b><u>Detailed Technical Specifications/Description of requirements</u></b>	<b>Maximum Point</b>
<p><b>1. Experience of the firm relevant to Environment, Social, and Governance Consulting and Training</b></p> <ol style="list-style-type: none"> <li>1. Attach 2 copies of contracts and for development and implementation of ESG frameworks for well established and known private and public institutions (10 points for each)</li> <li>2. Attach letters of reference/recommendation from atleast 3 public/private sector institutions where the firm has conducted ESG consultancy services (6 points)</li> </ol> <p>Evidence of engagement in development and implementation of ESG framework in at least one healthcare service institution (4 points)</p>	30
<p><b>2. Qualifications and Experience of Consultants</b></p> <p><b>Key Consultant / Lead</b></p> <ol style="list-style-type: none"> <li>1. Master’s Degree in the relevant field (4 points)</li> <li>2. Bachelor’s degree in in the relevant field (3 points)</li> <li>3. Certification in regard to any Sustainability (4 points)</li> <li>4. Evidence of membership to an ESG professional body (2 points)</li> <li>5. Evidence of more than two years relevant professional experience in ESG matters. (3 points)</li> <li>6. Track record and practical experience in designing, implementing and rolling out ESG frameworks in large institutions (provide evidence and summary) (8 points)</li> </ol> <p><b>Support team (minimum 5 members)</b></p> <ol style="list-style-type: none"> <li>7. Bachelor’s degree in the relevant field (3 points)</li> <li>8. Relevant professional certification (3 points)</li> <li>9. Experience of the support team in ESG implementation (5 points)</li> <li>10. Attach CVs and certified copies of certificates for professional resource persons proposed to carry out the exercise.</li> </ol> <p><b>NOTE:</b> The team proposed in the proposal must be the same team to carry out the execution and the CVs presented should be of the team to carry out the engagement. If any of the provided and committed consultants are not present, the consultant must provide replacements with similar qualifications, caliber, experience and capabilities to deliver the job.</p>	35
<p><b>3. Adequacy of proposed Methodology, Workplan and Approach in responding to the Terms of reference</b></p> <p>Provide detailed methodology for the assignments:</p> <ol style="list-style-type: none"> <li>1. Provide detailed methodology for Environmental, Social, and Governance Programme assignment (14 points)</li> </ol>	30

	<p>2. Provide detailed workplan with activity schedule covering scope of the assignment including deliverables and a schedule for covering the ESG assignment (7 points)</p> <p>3. Team organization structure (3 points)</p> <p>4. Team roles and responsibilities (3 points)</p> <p>List of tools to be employed in ESG assignment (e.g. matrices or software) (3 points)</p>	
<b>4.</b>	<p><b>Training</b></p> <p>Provide a detailed description of the ESG training approach for educating TNH stakeholders.</p>	5
	<b>TOTAL</b>	<b>100 Marks</b>

**Note: Only bidder(s) who scores 70 Marks and above shall be considered for financial evaluation.**

### **STAGE 3 - FINANCIAL EVALUATION**

Financial proposal shall carry 30% of the marks and the score shall be based on the tender prices.

The formulae for determining the Financial Score (Sf) shall be as follows:

$$SF = 30 \times (FM/F) \text{ where}$$

SF is the Financial Score,

FM is the lowest priced financial proposal and

F is the proposal under consideration.

Combined technical and financial scores:

The following formula shall be used:

$$T.S (70\%) + F.S (30\%) = T.T.S (100\%)$$

T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.S = Total Score

Total Score (TTS) = Technical Score (TS) + Financial Score (FS)

### **STAGE 4 - DUE DILIGENCE**

Where necessary the Evaluation Committee shall subject successful bidder(s) for due diligence check prior to award.

## **SECTION V: STANDARD FORMS**

- i.** Price Schedule
- ii.** Form of Tender
- iii.** Tender Questionnaire
- iv.** Confidential Business Questionnaire
- v.** Litigation History Declaration Form
- vi.** Site Visit Form

## PRICE SCHEDULE

### Instructions:

- (1) Please fill in the charges taking into account the scope of work.
- (2) Tenderers should carefully read and understand the terms of reference and include any other cost they feel should be separately priced. Otherwise, costs of all other services to be provided shall be deemed to have been included under the Provision of consultancy services to develop and implement The Nairobi Hospital Environmental, Social & Governance (ESG) framework.

**Format of the Price Schedule should be as follows and should be filled:**

No.	Item Description	Unit	Quantity	Unit Price (Kshs.)	Total Amount (Kshs.)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

**FORM OF TENDER**

THE NAIROBI HOSPITAL  
P.O BOX 30026 - 00100,  
NAIROBI KENYA

Dear Sir,  
**PROVISION OF CONSULTANCY SERVICES TO DEVELOP AND IMPLEMENT THE NAIROBI  
HOSPITAL ENVIRONMENTAL, SOCIAL, & GOVERNANCE (ESG) FRAMEWORK**

We the undersigned hereby are willing to enter a contract to perform fully (within the time stated below) the whole of the works in erecting, completing and maintain the works named above in accordance with the conditions if the Contract all the entire satisfaction of the Architect.

**Tender sum**..... (Words)

**Kshs**..... (Figures)

If our tender is accepted, we agree to enter into a Bond for due performance of the contract with the Guarantor described herein. The Guarantor shall be a licensed bank, such a guarantor shall be to the approval of the client.

Further, we agree that until a formal agreement is signed, the tender and your acceptance do not form a binding contract between us and that this tender is valid for one twenty days from the date stated for delivery.

We have visited the site of the works and we have examined all the documents mentioned as forming part of this contract together with instruction tenders and we fully understand their requirements.

Our tender is complete and we have considered our entire obligation on matters necessary for total execution of this contract.

We understand that the lowest or any tender will not necessarily be accepted and that the clients shall not allow any claims we incur in preparing this tender.

**TENDERER**

Signature of Tenderer.....

(Company stamp).....

Name of Tenderer.....

Address of Tenderer.....

Telephone Number (office).....

Mobile.....

E-mail Address.....

**WITNESSED BY:**

Signature of Witness.....

Name of witness.....

Address of witness.....

Telephone Number.....

**TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer .....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....  
.....

3. Telephone number (s) of tenderer

.....  
.....

4. Email address of tenderer

.....  
.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....  
.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

.....  
.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (*Name of Client*)



**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....  
Plot No..... Street/Road .....  
Postal Address..... Tel No.....  
Email Address.....  
Nature of Business.....  
Current Valid Trade License No..... Expiring date.....  
Maximum value of business which you can handle at any time:  
Kshs.....  
Name of your bankers.....  
Branch.....

**Part 2 (a) - Sole Proprietor**

Your name in full.....Age.....  
Nationality..... Country of Origin.....  
\*Citizenship details .....

**Part 2 (b) - Partnership**

Give details of partners as follows:

Name in full	Nationality	Citizenship	Details	Shares
1.....				
2.....				
3.....				
4.....				



**LITIGATION HISTORY DECLARATION FORM**

<b>Name of Applicant or partner of a joint venture</b>
--

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

<b>Year</b>	<b>Award FOR or AGAINST Applicant</b>	<b>Name of client, cause of litigation, and matter in dispute</b>	<b>Disputed amount (current value Kshs.)</b>

**Note: Litigation History Form should be stamped and signed by an advocate**