



**TENDER FOR PROVISION OF STAFF MEDICAL INSURANCE COVER FOR THE  
GLOBAL FUND PROGRAM STAFF AT THE NATIONAL TREASURY**

**TENDER NO. GF-ATM-PR-2018/2019 -RT-001**

**CLOSING DATE: THURSDAY, 16<sup>TH</sup> MAY, 2019**

**TIME: 10.00AM**

**INVITATION FOR TENDERS (IFT)**

**PROVISION OF STAFF MEDICAL INSURANCE COVER FOR THE GLOBAL FUND PROGRAM STAFF AT THE NATIONAL TREASURY**

**Date: 2<sup>ND</sup> MAY, 2019**

**RESTRICTED TENDER**

1. The Kenya Medical Supplies Authority (KEMSA) has set aside funds for use in the procurement of services during the Financial Year 2018-2019. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contracts for **Provision of Staff Medical Insurance Cover for the Global Fund Program staff at the National Treasury**
2. KEMSA now invites sealed bids from eligible Suppliers for **Provision of Staff Medical Insurance Cover for the Global Fund Program staff at the National Treasury**.
3. This Tender will be conducted through the **Restricted Tender (RT)** procedure specified in the Government of Kenya (GOK), The Public Procurement and Asset Disposals Act, 2015 and the Global Fund's Policies on Procurement and Supply Management, June 2012.
4. Interested eligible bidders may obtain further information from KEMSA office and inspect the bidding documents at the address given below, **Mondays to Fridays between 0900hrs to 1600hrs** except on public Holidays or download at the **PPIP Supplier portal <https://tenders.go.ke/website>** and **<http://www.kemsa.co.ke/tenders/>**. Documents downloaded are free of charge and bidders are advised to register their bid documents at the procurement office or via email at **[procurement.programs@kemsa.co.ke](mailto:procurement.programs@kemsa.co.ke)** (**Refer to registration form in the tender document**).
5. A complete set of bidding documents in English (hardcopy) may be purchased by eligible bidders on the submission of a **written application** on company letterhead to the address below and upon payment of a non-refundable/non-transferable **fee of 13 US Dollars or 1,000 Kenya Shillings**. The method of payment will be by Cash, Bankers cheque or direct deposit to the specified **account no 01141217405100 for KES or 02120217405100 for USD to Co-operative Bank, Enterprise Road Branch, Nairobi, Kenya, and Swift: KCOOKENA**.
6. Completed **paginated and serialized** bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and description must be accompanied by a tender security of **KES 50,000.00** or equivalent in a freely convertible currency and must be delivered to the address below on or **before 10:00 AM on 16<sup>th</sup> May, 2019** and Tenders must be deposited at **KEMSA**

**Tender Box 2 for Global Fund Tenders at KEMSA, Main Reception.** Bulky tenders can be handed over to KEMSA Procurement Director's Office for registration and safekeeping till the tender opening date. Tenders will be opened promptly in public and in the presence of the Tenderers' representatives who choose to attend.

7. Late bids, portion of bids, electronic bids, bids not received, bids not opened and not readout in public at bid opening ceremony shall not be accepted for evaluation irrespective of circumstances.

**Address for information on/collection of the Tender Document and Tender Opening venue.**

Kenya Medical Supplies Authority (KEMSA) 13 Commercial Street, Industrial Area  
P. O. Box 47715-00100 Nairobi, Kenya; Tel: (+254) 20-392 20 00  
E-mail: [procurement.programs@kemsaco.ke](mailto:procurement.programs@kemsaco.ke)

**Kenya Medical Supplies Authority reserves the right to accept or reject any or all bids without incurring liability to the affected tenderers.**

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## SECTION A: INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible 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 The procuring entity's employees, committee members, board members and their relatives are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the 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 procuring entity, 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 not exceed Kshs.1, 000/=

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

2.2.4 Tenderers can download at the IFMIS Suppliers portal <https://supplier.treasury.go.ke>. Documents downloaded are free of charge and bidders are advised to register their bid documents at the Procurement Office or via email at [procure@kemsaco.ke](mailto:procure@kemsaco.ke)

## **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. 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 candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer promptly to enable the tenderer make timely submissions of its tender.

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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 prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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 Procuring entity shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

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

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services including all applicable taxes.

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 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in any freely convertible currency.

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

2.11.1 Pursuant to paragraph 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's 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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be **Ksh 50,000.00**.

2.12.3 The tender security is required to protect the Procuring entity 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 Kenya Shillings or in another freely convertible currency, and shall be in the form:-

- a) Banker's cheque.
- b) A bank guarantee.
- c) Letter of credit.
- d) Security from deposit taking micro finance institution, Sacco societies, youth or women enterprise funds.



2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity.

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.29 or

(ii) to furnish performance security in accordance with paragraph 2.30.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

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

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINALTENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the following address:

**The Chief Executive Officer  
Kenya Medical Supplies Authority  
13 Commercial Street, Industrial Area  
P.O Box 47715  
Nairobi.**

- (b) Bear, **GF-ATM-PR-18/19-RT-001** the Invitation for Tenders (IFT) and the words:  
**“DO NOT OPEN BEFORE 10.00 a.m. on 16<sup>th</sup> May, 2019**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

2.16.1Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **10.00 a.m. on 16<sup>th</sup> May, 2019**

2.16.2The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3Bulky tenders which will not fit in the tender box shall be received by the procuring entity 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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 email but followed by a signed confirmation copy, postmarked not 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 deadlines for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m. on 16<sup>th</sup> May, 2019** at the **KEMSA Tender Opening Hall, 13 Commercial Street, Industrial Area, Nairobi.**

2.18.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Procuring entity 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 Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, 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 Procuring entity will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity 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 2.20, the Procuring entity 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 Procuring entity'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 procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the criteria in Section I

2.22.3 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

### **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity 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 the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

### **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and 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 financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 1.11.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity 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.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 The Procuring entity 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 Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

2.27.1 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.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 1.12.

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 21 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt Fraudulent Practices**

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i). "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii). "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

2.30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.



## SECTION B: GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The services" means services to be provided by the tenderer to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization sourcing for the services under this Contract, in this case Kenya Medical Supplies Authority (KEMSA).
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

### 2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

### 4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### 5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

## **6. Performance Security**

- 6.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya acceptable to the Procuring entity, in the form provided in the tender documents.
- 6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

## **7. Payment**

- The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- Payments shall be made promptly by the Procuring entity as specified in the contract.

## **8. Prices**

Prices charged by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **9. Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

## **10. Subcontracts**

The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

## **11. Termination for Default**

13.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- (a) if the tenderer(Insurance Service Provider) fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

13.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

## **12. Liquidated Damages**

If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

## **13. Resolution of Disputes**

- 15.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the Laws of Kenya shall apply.

## **14. Language and Law**

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

## **15. Force Majeure**

The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION C: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### 1. Clarification of Documents

The Procuring entity 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.

### 2. Bidders Eligibility

The documentary evidence of the Bidders eligibility to tender shall include **proof of tax compliance** from Kenya Revenue Authority.

### 3. Bid documents

3.1 The bid documents submitted by the tenderer shall contain conclusive details of the terms and conditions of the policy tendered for.

3.2 The full details of the terms and conditions of the policy and/or policies tendered for shall be contained in the bid documents submitted by the tenderer which shall have no material variations to the policy document to be submitted by the underwriters.

### 4. Validity of Tenders

Tenders shall remain valid for 90 days.

### 5. Validity of bid security

The amount of tender security required is **Kshs. 50,000.00 (Kenya Shillings Fifty Thousand Only)** Tender Security must be valid thirty (30) days after the end of the tender validity period i.e. one hundred and twenty (120) days from the date of tender opening.

### 6. Prices to be quoted in Kenya Shillings.

### 7. Conditions to be met by Bidders.

The documentary evidence of the bidder's eligibility to tender shall include;

1. Must serialize all pages of the bid document
2. Certificate of Registration/Incorporation - **(Must attach a copy)**

3. Valid Tax Compliance Certificate – **(Must attach a copy)**
4. Must be registered with the Insurance Regulatory Authority (IRA) for the current year – **(Must attach a copy)**
5. Must be registered with the Commissioner of Insurance for the current year – **(Must attach a copy)**
6. Must be a member of the Association of Kenya Insurance (AKI) – **(Must attach a copy)**
7. Must be a current member of the Association of Insurance Brokers of Kenya (AIBK) – (For Insurance Brokers) – **(Must attach a copy)**
8. Must be a current member of the Association of Insurance Brokers (AIB) – (For Insurance Brokers) – **(Must attach a copy)**
9. Must have a Bank guarantee of KES 2 million deposited with the Commissioner of Insurance **(attach proof)** - (For Insurance Brokers)
10. Must submit Underwriters Authorization Letter (For Insurance Brokers)
11. Must give a list of 5 (five) reputable clients and the total clients premium in 2016
12. Must have a detailed company profile including certified C.V's for all the Company Directors and of key personnel.

#### **8. Terms and conditions of the Contract**

The terms and conditions contained in the contract document shall form part of the policy document issued to the Procuring entity by the underwriter awarded the insurance business.

#### **9. Signing of Contract**

25.1 The contract will be final and conclusive upon its signature by the two parties.

25.2 By signing the Contract Form the tenderer binds the underwriter to the terms and conditions set therein.

**SECTION D- TERMS OF REFERENCE FOR A COMPREHENSIVE MEDICAL COVER  
SCHEME**

The Global Fund Program at the National Treasury intends to procure medical cover for staff and their dependents. The policy will indemnify any loss in medical expenses incurred by the insured in the cause of illness and/ or accidental hospitalization.

|                  |   |
|------------------|---|
| Period of Cover  | 1 year renewable subject to satisfactory performance  |
| Time of Cover    | 24 Hours (24/7)   |
| No. of employees | 10 pax  |
| No. of Spouse    | 1 pax per Employee  |
| No. of Children  | 3 pax maximum per employee  |
| Scope of cover   | Cover to employees and their nuclear family (subject to list provided by the Global Fund Program-National Treasury) |

**A. MAXIMUM ANNUAL COVER PER FAMILY:**

| <b>Medical Cover</b>       | <b>COVER LIMITS (Kshs.)</b> |
|----------------------------|-----------------------------|
| Inpatient Per Family       | 2,000,000.00                |
| Outpatient Per Family      | 200,000.00                  |
| Optical Per Family         | 40,000.00                   |
| Dental Care Per Family     | 50,000.000                  |
| Maternity Limit Per Family | 250,000.00                  |

**Salient Features**

|                        |  |  |
|------------------------|--|--|
| <b>Eligibility Age</b> | Employee   | Up to 60 years   |
|                        | Spouse   | Cover irrespective of age so long as the employee is on cover  |
|                        | Children (own or legally adopted children)               | From birth to 22; (23-25) years-subject to proof of fulltime learning and unmarried. For disabled children - until employee exits or child gets married/employed<br><b>Note: no grandchildren.</b> |
| <b>Waiting Period</b>  | Existing members   | None   |
|                        | New employees and dependents ( spouse and own or legally | None   |

|                            |                         |           |
|----------------------------|-------------------------|-----------|
|                            | adopted children)       |           |
| <b>Cover Outside Kenya</b> | On annual Leave holiday | Six Weeks |
|                            | On official work        | Six Weeks |

### **Additional Requirements**

- i. The Insurer will provide the employee and dependents with smart cards to ease access to services
- ii. The employer name to be written on the card is the Global Fund Program, The National Treasury
- iii. There should be a dedicated contact person to be contacted in the event of arising issues

#### **A. In-Patient**

##### **In-Patient Benefits**

- i. Admission in a NHIF accredited hospital'
- ii. Accommodation for Parent/guardian accompanying a child below 7 years
- iii. Doctors, surgeons and specialist fees;
- iv. Laboratory investigations: X-rays, Ultrasound, ECG, MRI Scans, computerized tomography, pathology;
- v. Psychiatric cases are covered up to a sub-limit of KES 150,000.00 per family per annum;
- vi. Funeral expenses cover of KES 200,000.00 subject to overall cover limit;
- vii. Emergency Road & Air evacuation subject to overall cover limit;
- viii. Prescribed medicines, dressings, surgical appliances and nursing procedures;
- ix. Theater including surgeon's fees and anesthetists fee;
- x. Intensive care Unit (ICU)/High Dependency Unit (HDU);
- xi. Radiotherapy, Chemotherapy, Physiotherapy;
- xii. Day Care Surgery;
- xiii. Post hospitalization visits/follow ups within 3 weeks after discharge or up to KES 20,000,00 whichever comes first;
- xiv. Renal dialysis

##### **Added benefits within In-Patient**

- i. Cover for chronic , Pre-existing, HIV and AIDS related conditions be covered up to maximum cover limit of the patient;
- ii. First emergency operation for cesarean up to KES 250,000.00;
- iii. Dental cover as a result of illness up to KES 50,000.00;
- iv. Optical cover as a result of illness up to KES 50,000.00;



## **B. Out-Patient**

### **Out-Patient Benefits**

- (i) Consultation with a Medical practitioner
- (ii) Consultation with a specialist upon referral by a Medical practitioner
- (iii) Laboratory investigations, X-rays, Ultrasound, ECG, MRI Scans, computerized tomography, pathology;
- (iv) Prescribed medicines, dressings, surgical appliances and nursing out - patient procedures e.g. dressing
- (v) Dental cover up to KES 50,000.00;
- (vi) Optical cover up to KES 40,000.00;
- (vii) Prescribed physiotherapy, radiotherapy, chemotherapy,
- (viii) Pre-natal/ante-natal-post natal care to six weeks post-delivery;
- (ix) Routine immunization /KEPI;
- (x) Chronic, Pre-existing and recurring condition;
- (xi) Counselling and rehabilitation services. Rehabilitation services are covered within the Psychiatric/Psychotherapy benefits.
- (xii) HIV/ AIDS treatment & care

## **C. Maternity Scheme**

### **Maternity Scheme Benefits**

- (i) Maternity cover (standalone) up to KES 250,000.00 for all births including premature delivery and caesarean cases.
- (ii) Cost of normal and caesarean deliveries while hospitalized
- (iii) Labour and recovery wards
- (iv) Professional fees
- (v) Prenatal, Antenatal and Postnatal care
- (vi) Obstetric Ultrasounds
- (vii) Maternity related illness and complications

SECTION E: TENDER FORM AND PRICE SCHEDULES

(I). SAMPLE FORM OF TENDER

IFT N<sup>o</sup>.: GF ATM PR-18/19-RT-001

Provision of Medical Insurance Cover for the Global Fund Program Staff at the National Treasury

To: Kenya Medical Supplies Authority (KEMSA)  
13 Commercial Street, Industrial Area  
P.O. Box 47715-00100  
Nairobi, Kenya;

Dear Sir or Madam,

1. Having examined the tender documents including **Addenda Nos.....[Insert numbers]** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Provision of Medical Insurance Cover for the Global Fund Program Staff at the National Treasury** conformity with the said tender documents for the sum of **[Insert: Total tender amount in words and figures]**  
.....  
.....  
.....

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10% Percent of the Contract Price** for the due performance of the Contract, in the form prescribed by **Kenya Medical Supplies Authority (KEMSA)**.
- 4. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of ..... 20.....

Signed.....

In the capacity of [*insert: title or position*].....

Duly authorized to sign tender for and on behalf of [*insert: name of tenderer*]

**(II). SAMPLE PRICE SCHEDULES**

Tender No: GF-ATM-PR-18/19-RT-001

| <b>Scheme: Global Fund Program – National Treasury</b> |                                 |                         |                         |                             |                                |
|--|---------------------------------|-------------------------|-------------------------|-----------------------------|--------------------------------|
| <b>No. of employees: 10 Pax</b>                        |                                 |                         |                         |                             |                                |
| <b>S/No</b>  | <b>Item Description</b>         | <b>Member<br/>(KES)</b> | <b>Spouse<br/>(KES)</b> | <b>Dependents<br/>(KES)</b> | <b>Total Premium<br/>(KES)</b> |
| 1.   | Medical Cover -<br>In-Patient   |                         |                         |                             |                                |
| 2.   | Medical Cover -<br>Out- Patient |                         |                         |                             |                                |
| 3  | Dental Cover                    |                         |                         |                             |                                |
| 4  | Optical Cover                   |                         |                         |                             |                                |

**Note:** The Insurer/service provider will apply quoted rates whenever a new employee joins the Global Fund Program or when member’s limits are revised.

Where need be, tenderers are allowed to prepare additional documents and attach them to their bid document.

Tenderer Name:\_\_\_\_\_

Signature of Tenderer’s authorized official \_\_\_\_\_

Date\_\_\_\_\_

## SECTION F: SAMPLE TENDER SECURITY FORM

IFT N<sup>o</sup>.: GF-ATM-PR-18/19-RT-001

### Provision of Medical Insurance Cover for the Global Fund Program Staff at the National Treasury

To: Kenya Medical Supplies Authority (KEMSA)  
13 Commercial Street, Industrial Area  
P.O. Box 47715-00100  
Nairobi, Kenya;

WHEREAS [*insert: name of Tenderer*] (hereinafter called "the Tenderer") has submitted its tender dated [*insert: date of tender*] for the performance of the above-named Contract (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called "the Bank") are bound unto [*insert: name of Purchaser*] (hereinafter called "the Purchaser") in the sum of: [*insert: amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or
2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity and
3. If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:
  - a) Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or
  - b) Fails or refuses to furnish the Performance Security, in accordance with instructions to tenderers

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including **thirty (30) days** after the period of tender validity and any demand in respect thereof should reach the Guarantor not later than the above date.

**Signature of the Guarantor**.....

**Date**.....

**(Witness)** ..... **Date**.....

*Common Seal of the Bank*

**SECTION G: SAMPLE CONTRACT FORM**

THIS CONTRACT AGREEMENT is made

the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- 1 THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between.....[*name of Procurement entity*] of.....[*country of Procurement entity*] (hereinafter called “the Procuring entity”) of the one part and [ *insert: name of Tenderer* ], a corporation incorporated under the laws of [ *insert: country of Tenderer* ] and having its principal place of business at [ *insert: address of Tenderer* ] (hereinafter called “the Supplier”).
- 2 WHEREAS the Procuring entity invited tenders for certain goods and ancillary services, viz., [ *insert: brief description of goods and services* ] and has accepted a tender by the tenderer for the supply of those goods and services in the sum of [ *insert: contract price in words and figures* ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 2.4.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2.4.2 The following documents shall constitute the Contract between the Purchaser and the Tenderer, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) The Supplier’s tender form and original Price Schedules
  - (e) The Purchaser’s Notification of Award
  - (f) The Supplier’s Acceptance letter
  - (g) Authorization letter from the Underwriter

3. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Procuring Entity

Signed: \_\_\_\_\_  
in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of \_\_\_\_\_

For and on behalf of the Tenderer

Signed: \_\_\_\_\_

in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of \_\_\_\_\_

CONTRACT AGREEMENT

dated the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ]

BETWEEN

[ *insert: name of Procuring Entity* ], “the Purchaser”

and

[ *insert: name of Tenderer* ], “the Supplier”



## SECTION H: ANTI - CORRUPTION POLICY IN THE PROCUREMENT PROCESS

### *Ethics and Anti - Corruption Policy in the Procurement Process*

#### **Undertaking by Bidder on Anti - Corruption Policy / Code of Conduct and Compliance Programme**

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Kenya Medical Supplies Authority (KEMSA) is a state corporation under the Ministry of Health established under the KEMSA Act 2013 to procure, warehouse and distribute drugs and medical supplies for prescribed public health programs, the national strategic stock reserve, prescribed essential health packages and national referral hospitals in Kenya, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

**The following is a requirement that every Bidder wishing to do business with KEMSA must comply with:**

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.  
b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.

- c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
  - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
  - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
  - (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
    - a) Cancellation of the contract;
    - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
  - (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
  - (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

## **MEMORANDUM (FORMAT)**

### **(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act 2015)**

This company \_\_\_\_\_(*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all

reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers<sup>1)</sup>"

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## **SECTION I: SAMPLE UNDERWRITER'S AUTHORIZATION LETTER**

We the undersigned, (name of insurance company), hereby authorize (name of the tenderer) to transact on the following business on our behalf:

(List of business)

All acts undertaken by (name of tenderer) pursuant to the above listed business shall be binding to (name of the insurance company)

This authorization letter is valid for the period (to indicate validity of the letter and any other conditionality).

Please note that prospective clients are at liberty to contact us directly on the contents of this letter.

(Signed and sealed by an authorized officer of the underwriter).

**PART I: PERSONNEL**

Please enclose copy of the organization chart of the firm indicating the positions as they relate to this Tender.

Please provide the following information for the key personnel proposed for administration of this Contract.

1. Name.....
2. Age.....
3. Academic Qualification.....
4. Professional Qualification.....
5. Work Experience.....
6. Length of service with the firm and position held.....
7. Any other relevant details.....

**PART II: FINANCIAL/COMMERCIAL INFORMATION**

1. Attach a copy of firm’s audited financial statements for the last 2 years
2. Summary of quick assets and current liabilities as of...../20.....(Date)

**Assets**.....

.....

- a) Cash in hand
- b) Cash Deposited in Banks (State Details Below)

.....

.....

.....

Total Cash.....

| Name of Bank Institution | Location | Deposit in Name of | Amount |
|--------------------------|----------|--------------------|--------|
| i.                       |          |                    |        |
| ii.                      |          |                    |        |
| iii.                     |          |                    |        |
| iv.                      |          |                    |        |

**Liabilities**.....

.....

3. Deposit with Bids or as guarantees (State details)

.....

.....

| Deposited With | Name & Address | Purpose | Date of Recovery | Amount |
|----------------|----------------|---------|------------------|--------|
| i.             |                |         |                  |        |
| ii.            |                |         |                  |        |
| iii.           |                |         |                  |        |
| iv.            |                |         |                  |        |

4. Due from completed contracts

(Amount receivable within 90 days, exclude claims not approved)

.....

.....

| Name and address of Owner | Contract Sum | Amount Receivable |
|---------------------------|--------------|-------------------|
| i.                        |              |                   |
| ii.                       |              |                   |
| iii.                      |              |                   |
| iv.                       |              |                   |
| v.                        |              |                   |
| vi.                       |              |                   |
| vii.                      |              |                   |
| viii.                     |              |                   |
| ix.                       |              |                   |
| x.                        |              |                   |

Attach Letters of Reference from the firm's bankers regarding the firm's credit position

5. Volume of business transacted between the Government of the Republic of Kenya and my company during the last 12 months, if any Kshs.....
6. Volume of business transacted with other parastatal organizations during the last 12 months, if any, Kshs.....
7. Work performed as a Service Provider of similar nature and volume over the last five years. List details of contracts under way or committed, including expected expiry dates.

| Client Name | Name of Client Contact Person | Type of services provided and year of completion | Value of Contract |
|-------------|-------------------------------|--|-------------------|
|             |                               |  |                   |
|             |                               |  |                   |
|             |                               |  |                   |
|             |                               |  |                   |

8. Please indicate the payment terms and/ or incentives you are willing to offer to the Kenya Medical Supplies Agency, including but not limited to payment incentives  
.....  
.....
9. State whether or not you have experienced any problem(s) of non- performance with any contract(s) awarded to you during the last 12 months and give a brief

explanation/ description of the problem(s). Please give the information on a separate sheet of paper.



**PART III: TENDERER’S REFERENCES**

NAME OF TENDERER’S OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS IN  
LAST TWELVE MONTHS.

**1. First Client (Organization)**

- i) Name of 1<sup>st</sup> client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii)Duration of ongoing Contracts/Orders.....

**2. Second Client (Organization)**

- i) Name of 2<sup>nd</sup> client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii)Duration of ongoing Contracts/Orders.....

**3. Third Client (organization)**

- i) Name of 3<sup>rd</sup> client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii)Duration of ongoing Contracts/Orders.....

**4. Fourth Client (Organisation)**

- i) Name of 4<sup>th</sup> client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....

- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii)Duration of ongoing Contracts/Orders.....

**5. Fifth Client (organization)**

- i) Name of 5<sup>th</sup> client (Organization).....
- ii) Address of Client (Organization).....
- iii) Telephone No. of Client.....
- iv) Facsimile No of Client.....
- v) E-mail Address of Client.....
- vi) Name of Contact Person at the Client (Organization).....
- vii) Value of Contracts/Orders.....
- viii)Duration of ongoing Contracts/Orders.....

**(NB: You may include additional clients as you may wish to support your application)**

**PART IV: Tender Questionnaire**

1. Please fill in Block letters

2. Full Name of Tenderer:

.....

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

.....

4. Telephone number (s) of Tenderer

.....

5. E-mail of Tenderer

.....

6. Name of Tenderer's representative to be contacted on matters of the tender during the tender period.

.....

7. Details of Tenderer's nominated agent, if any, to receive tender notices. This is essential of the tenderer does not have his registered address in Kenya.

|                 |  |
|-----------------|--|
| Name:           |  |
| Address:        |  |
| Telephone:      |  |
| Fax:            |  |
| E-Mail Address: |  |

.....

Signature of Tenderer

**PART V: Confidential Business Questionnaire**

| SUPPLIER BUSINESS DETAILS (fill in Block letters)  |  |  |
|--|--|--|
| <b>Company Name:</b>   |  |  |
|  |  |  |
| <b>Company Post Office Address:</b>  |  |  |
|  |  |  |
| Telephone Nos:<br>Office No. -----<br>-<br>Mobile No. -----<br>-<br>_____  | Fax No.<br>(with entering your fax no.<br>here you consent that this<br>means of communication will<br>be used for any<br>communication during the<br>tender process and that you<br>will ensure that notice will be<br>taken):<br>_____ | e-Mail Address<br>(with entering your e-Mail address<br>here you consent that this means of<br>communication will be used for any<br>communication during the tender<br>process and that you will ensure that<br>notice will be taken):<br>_____ |
| <b>Company Registration Number:</b><br><br>1. Location of business premises -----<br>2. Building name and number -----<br>3. Floor Number -----<br>4. Room number -----<br>5. Plot Number -----<br>6. VAT Certificate Number -----<br>7. Local Authority License Number ----- Expiry Date -----<br>-<br>8. PIN certificate Number -----<br>9. Website if any ----- |  |  |
| <b>When submitting your bid, please ensure that you submit copies of the following documents;</b><br><br>1. Copy of Certificate of incorporation<br>2. Copy of current Tax Compliance Certificate  |  |  |
| <b>Contact Name:</b>   |  | <b>Job Title:</b>  |
|  |  |  |

|  |   |   |
|--|---|---|
| Telephone No.<br><br>_____   | Fax No.<br>(with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):<br><br>_____ | e-Mail Address<br>(with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):<br><br>_____ |
| Main business activity   |   |   |
| <b><u>Please NOTE giving false information in this section will lead to outright Disqualification from tendering process.</u></b>  |   |   |
| Type of organization (please tick as necessary)<br>1. Partnership<br>2. Co-operative<br>3. Private Ltd.<br>4. Public Company<br>5. Other.  |   |   |
| Type of premises (tick as necessary)<br>1. Factory<br>2. Warehouse<br>3. Other.  | Freehold<br><br>Leasehold   |   |
| Names of executives<br>Chairman -----Nationality ----- Shares held -----<br>Managing Director -----Nationality ----- Shares held -----<br>-<br>Company Secretary -----Nationality ----- Shares held -----<br>Name of Directors<br>1. ----- Nationality ----- Shares held -----<br>2. -----Nationality ----- Shares held -----<br>3. -----Nationality ----- Shares held -----<br>4. -----Nationality ----- Shares held -----<br>5. -----Nationality ----- Shares held ----- |   |   |
| Name and address of ultimate holding company and any subsidiary companies  |   |   |
| Total no. of employees in group  | No. of locations/premises in group  |   |
| Member of a Trade Association?   |   |   |
| <b>Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)</b>  |   |   |

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.

- |    |    |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

Bidders should only provide documentation for products they are offering to supply in the tender

**Bank References and other details**

**A) Primary Bank (The Main Bank)**

- 1) Name: -----
- 2) Postal Address:-----
- 3) Telephone Land line number:-----
- 4) Fax Number: -----
- 5) Email Address:-----

Name of the account: -----

|                       |                                |
|-----------------------|--------------------------------|
| Account number: ----- | Number of years operated:----- |
|-----------------------|--------------------------------|

**SECONDARY BANKERS (if applicable)**

Bank name and address: -----

Name of the account: -----

|                       |                          |
|-----------------------|--------------------------|
| Account number: ----- | Years of operation ----- |
|-----------------------|--------------------------|

**Commercial References**

Provide names and contact details of four customers that have done business with you in the last three years.

**A) Trade References - customer 1**

|                       |                                      |
|-----------------------|--------------------------------------|
| Activity: -----<br>-- | Period of relationship: (Year) ----- |
|-----------------------|--------------------------------------|

|                              |                                       |
|------------------------------|---------------------------------------|
| Contact name: -----<br>----- | Fax no. -----<br>Email address: ----- |
|------------------------------|---------------------------------------|

Value of contract orders in USD-----

Telephone No. -----  
Physical address; -----

**B) Trade References - Customer 2**

|                       |                                      |
|-----------------------|--------------------------------------|
| Activity: -----<br>-- | Period of relationship: (Year) ----- |
|-----------------------|--------------------------------------|

|                              |                                       |
|------------------------------|---------------------------------------|
| Contact name: -----<br>----- | Fax no. -----<br>Email address: ----- |
|------------------------------|---------------------------------------|

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

**Trade References - customer 3**

Business Activity: -----

-

-----

Period of relationship (year) -----

-

Contact name: -----

-----

Fax no.-----

Email address: -----

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

-

Physical address: -----

**Trade References - customer 4**

Business Activity: -----

Period of relationship (year) -----

-

Contact name: -----

-----

Fax no.-----

Email address: -----

Value of contract orders in Kenya Shillings KSHS -----



|  |                              |
|--|------------------------------|
| Telephone No. Mobile -----   |                              |
| Telephone Number Land line -----   |                              |
| -  |                              |
| Physical address: -----  |                              |
| <b>SUPPORT SERVICES AVAILABLE</b>  |                              |
| What after sales / warranty / spare parts / support services / local agent / repair are available?<br>(Please feel free to attach any further supporting information with this form) |                              |
|  |                              |
| <b>DECLARATION BY THE APPLICANT</b>  |                              |
| Full names: -----  | Job title of signatory:----- |
| Telephone Number mobile -----  |                              |
| Telephone No. Land Line -----  |                              |
| Signature of the applicant.....  | Date of application: -----   |

**Please affix company rubber stamp or seal**

**DECLARATION**

Give Statement of compliance with the requirements of clause 1.2 of the General instructions to Tenderers under section C.

I certify that all the above particulars are true

Name of Applicant (Officer).....

Signature of Applicant.....

Position in the Company/Title.....

Date.....

**NB: Please affix rubber stamp or seal**

## SECTION J: EVALUATION CRITERIA

|   |
|---|
| <b>STAGE 1: Preliminary Examination</b>   |
| The Tenderer shall submit the following information with the bid:<br><br><ol style="list-style-type: none"><li>1. Must serialize all pages of the bid document.</li><li>2. Certificate of Registration/Incorporation – (Must attach a copy)</li><li>3. Valid Tax Compliance Certificate – (Must attach a copy)</li><li>4. Must fill and sign Ethics and Anti – Corruption Policy in the Procurement Process</li><li>5. Must submit Tender Security of Kshs. 50,000.00 (Kenya Shillings Fifty Thousand Only) from commercial bank valid for not less than one twenty (120) days from the date of tender opening.</li><li>6. Must provide duly filled and signed tender form.</li></ol>   |
| Bidders who satisfy requirements qualify for Technical Evaluation   |
| <b>STAGE 2: Technical Evaluation</b>  |
| <ol style="list-style-type: none"><li>1. Must be registered with the Insurance Regulatory Authority (IRA) for the current year – (Must attach a copy)</li><li>2. Must be registered with the Commissioner of Insurance for the current year – (Must attach a copy)</li><li>3. Must be a member of the Association of Kenya Insurance (AKI) – (Must attach a copy)</li><li>4. Must be a current member of the Association of Insurance Brokers of Kenya (AIBK) – (For Insurance Brokers) – (Must attach a copy)</li><li>5. Must be a current member of the Association of Insurance Brokers (AIB) – (For Insurance Brokers) – (Must attach a copy)</li><li>6. Must have a Bank guarantee of KES 2 million deposited with the Commissioner of Insurance (attach proof) - (For Insurance Brokers)</li><li>7. Must submit Underwriters Authorization Letter (For Insurance Brokers)</li><li>8. Must give a list of 5 (five) reputable clients and the total clients premium in 2016</li><li>9. Must have a detailed company profile including certified C.V's for all the Company Directors and of key personnel.</li></ol> |
| Bidders who satisfy requirements qualify for Financial Evaluation   |
| <b>STAGE 3: Financial Evaluation</b>  |
| The lowest evaluated responsive tenderer will be awarded the contract.  |