



**TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR  
STOCK DETERIORATION POLICY**

**Tender No. KEMSA/ONT6/2020-2022**

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**CLOSING DATE: TUESDAY, 23<sup>RD</sup> JUNE 2020**

**TIME: 10.00 AM**

## INVITATION FOR TENDERS (IFT)

### OPEN NATIONAL TENDER

1. The Kenya Medical Supplies Authority (KEMSA) has set aside funds for use in the procurement of services during the Financial Year 2019-2020. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contracts for **Provision of insurance brokerage services for stock deterioration policy** as follows:

<b>Tender No.</b>	<b>Description</b>
KEMSA/ONT6/2020-2022	<b>Provision of insurance brokerage services for stock deterioration policy</b>

2. KEMSA now invites sealed bids from eligible Suppliers for **Provision of insurance brokerage services for stock deterioration policy**
3. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act 2015 and is open to eligible bidders.
4. Interested eligible Bidders may obtain further information and inspect the Bidding Documents at the Procurement office situated at:

Kenya Medical Supplies Authority,

Commercial Street

P.O Box 47715-00100, Nairobi

Tel No: 254 20 3922000/ 0719033000/ 0733606600

Fax No: 254 20 3922400

Email: [procure@kemsaco.ke](mailto:procure@kemsaco.ke)

on normal working days on Monday to Friday between 0900hrs and 1600hrs except on Public Holidays.

5. A complete set of Bidding Document(s) in English (hardcopy) will be issued free of charge.
6. Completed serialized/paginated bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and description and accompanied by a Bid security of an amount of **KES 44,300.00** or equivalent in a freely convertible currency from Commercial Banks or

Insurance Companies (Approved by Public Procurement Regulatory Authority) and should be addressed to:

The Chief Executive Officer  
Kenya Medical Supplies Authority  
Commercial Street  
P.O Box 47715-00100  
Nairobi

and must be deposited in the Tender Box No. 1 marked GOK/ World Bank at the Reception on the Ground Floor KEMSA's Commercial Street Office in Nairobi on or before **23<sup>rd</sup> June 2020**. Bulky tenders can be handed over to KEMSA **Procurement Director's** office for registration and safe keeping till the tender opening date.

7. Bids will be opened promptly in public and in the presence of Bidders' and/or representatives who choose to attend the **opening at KEMSA Tender Opening Hall at 10.00 a.m. Local time on 23<sup>rd</sup> June 2020**.
8. Late bids, portion of bids, Bids not received, bids not opened and not readout in public at the bid open ceremony shall not be accepted for evaluation irrespective of circumstances.

**REGISTRATION FORM FOR ONLINE BIDDERS**

**Tender No. KEMSA/ONT6/2020-2022- Provision of insurance brokerage services  
for stock deterioration policy**

**NOTE:** Please provide your details below for purposes of communication in case you download this tender document from IFMIS or KEMSA website.

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

[procure@kemsaco.ke](mailto:procure@kemsaco.ke)

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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>. Or KEMSA website [www.kemsa.co.ke/tenders](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 [procure@kemsa.co.ke](mailto:procure@kemsa.co.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

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 and 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**

1.8.1 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 **Kshs. 44,300.00**.

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) Cash
- b) Bank Guarantee
- c) Insurance Company guarantee as approved by the authority (PPRA)
- d) Letter of Credit
- e) Guarantee by a deposit taking Micro Finance Institution (SACCO society, Youth Enterprise Development Fund or Women Enterprise Fund

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 120 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  
Commercial Street  
P.O Box 47715  
Nairobi.**

(b) Bear, **KEMSA/ONT6/2020-2022** the Invitation For Tenders (IFT) and the words: “DO NOT OPEN BEFORE **10.00 a.m. on 23<sup>rd</sup> June 2020.**”

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 23<sup>rd</sup> June 2020.**

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 23<sup>rd</sup> June 2020** at the **KEMSA Tender Opening Hall, Commercial Street, 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 Bidding documents must be paginated/serialized

3.2 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. 44,300.00. (Kenya Shillings Forty Four Thousand, Three hundred only)**. Tender Security must be valid thirty (30) days after the end of the tender validity period i.e. one Fifty (150) days from the date of tender opening.

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

### 7. 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.

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## **TERMS OF REFERENCE FOR THE INSURANCE BROKERAGE SERVICES FOR KEMSA STOCK DETERIORATION POLICY**

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### **1. INTRODUCTION**

Kenya Medical Supplies Authority (KEMSA) is a State Corporation under the Ministry of Health established under the KEMSA Act of 2013 with the mandate 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.

The Authority is in the process of acquiring an Insurance Broker and Underwriter to provide a Stocks Deterioration Policy for its cold storage Health Products and Technologies (HPT's).

### **2. HEALTH PRODUCTS AND TECHNOLOGIES (HPT'S)**

KEMSA Health Products and Technologies (HPT's) are warehoused at the KEMSA premises and other leased go downs across various depots. These include cold chain storage medical commodities that are sensitive in nature and have to be stored in a refrigerated environment. There is risk of damage from a variety of causes such as failure in the power supply, damage caused by forklifts, a fall or simply a breakdown.

This could result in a rise or fall in temperature. It is against this background that we enlist the services of an insurance cover that will provide protection against the cost of unforeseen damage for goods owned by KEMSA on stored by KEMSA on behalf of development partners and for goods in the care of customers as a result of the rise or fall in temperatures during storage.

### **3. SCOPE OF THE INSURANCE COVER**

#### **a) Policy:**

The stock deterioration policy will entail the following;

- i) Cover for damage to goods that are stored in the refrigeration units.

- ii) Cover for the action of refrigerant or refrigerant fumes that have escaped from the system
- iii) Cover for the accidental failure of the public supply of electricity or power
- iv) Cover for damage to insured property and its third party storage facilities due to deterioration, putrefaction or contamination caused by an accident (the stocks to be covered will be provided in a list at the time of contracting).
- v) Cover for damage to goods caused by forklifts, falling or breakdown of the refrigeration unit.

**Note:** The broker tenderer and the underwriter or their representative are required to inspect and evaluate the refrigerated KEMSA stocks in all their warehouses for the purpose of confirming their capability to provide adequate Stock Deterioration Insurance Cover tendered for.

**b) Definitions:**

**Definition of an accident in regard to this policy**

It is the rise and fall in temperature as a result of the following;

- i. Damage to or a fault in the refrigeration system
- ii. Damage to the structure of the cold room
- iii. Accidental failure of the public electricity supply to the insured premises
- iv. Failure of the electrical installation connecting the refrigeration machinery and controls to the electricity supply company feeders.
- v. Damage to the refrigeration unit due to a fall or forklift accident
- vi. The policy also provides cover for the action of refrigerant fumes that have escaped from the system.

**4. REQUIREMENTS**

**Preliminary Evaluation for the Insurance Brokers**

- 1. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3.....n where n is the last page) **(MANDATORY)**.

2. Copy of Certificate of Incorporation/Registration (**MANDATORY**).
3. Attach a copy of CR12 accompanied by copies of IDs for the Directors.
4. Copy of current Tax Compliance Certificate (**MANDATORY**)
5. Tender form duly **completed and signed** by the tenderer or his authorized agent (**MANDATORY**).
6. Anti-Corruption Declaration **must be signed** (**MANDATORY**).
7. Original Bid Security provided and valid for 150 days from date of tender opening. Value of Bid Security should be **KES 44,300.00** or equivalent in a freely convertible currency. (**MANDATORY**).
8. Duly completed Business Questionnaire and evidence supporting full compliance with the requirements of the Business questionnaire.
9. Provide a copy of the current registration with the Insurance Regulatory Authority (**MANDATORY**)
10. Provide bank guarantee of at least Kshs One million deposited with the Insurance Regulatory Authority (submit a copy). (**MANDATORY**)
11. Provide evidence of Professional Indemnity Insurance Cover of at least Kshs 50Million. (**MANDATORY**)
12. Provide evidence of undertaking policies with insurance companies in class "B" and above (**MANDATORY**).
13. Provide evidence of current membership to the Association of Insurance Brokers (AIB). (**MANDATORY**).

**NOTE:** Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

## **B) TECHNICAL EVALUATION**

### **Evaluation for the Insurance Brokers**

<b>S/NO.</b>	<b>DESCRIPTION OF CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>TOTAL SCORE</b>
1.	Firm's experience in Insurance Brokerage business.	a) No. of years during which firm has offered Insurance Brokerage business in the last 5 years (i.e. 2019; 2018; 2017; 2016; 2015) <ol style="list-style-type: none"> <li>i) 1 yr - 2 marks</li> <li>ii) 2 yrs - 4 marks</li> <li>iii) 3 yrs - 6 marks</li> <li>iv) 4 yrs - 8 marks</li> <li>v) 5 yrs - 10 marks</li> </ol>	20



		<p>b) Three (3) major clients (excluding KEMSA) to whom the firm has offered SIMILAR Insurance Brokerage services (Stock Deterioration Policy) in the last 5 years:</p> <p>i) 1 firm – 4 marks  ii) 2 firms – 6 marks  iii) 3 firms – 10 marks</p> <p>NB: Must attach evidence in form of LPO's or contracts of/with firms where they offered brokerage on Stock Deterioration Policy.</p>	
2.	Firm's Financial Capacity	<p>a) Three (3 years') audited accounts (2018; 2017; 2016). - <b>10 marks</b></p> <p>b) Value of Insurance Brokerage business handled in the last two (2) years with the Underwriters.</p> <p>i) Over Ksh. 60M - <b>15 marks</b>  ii) Between Ksh. 50M-59M - <b>10 marks</b>  iii) Ksh. 49,000,000 and below - <b>5 marks</b></p> <p>NB: Provide letters of confirmation from clients indicating the business volume handled under brokerage services using the attached CONFIRMATION LETTER. The letter must be duly signed, stamped and on Client's letterhead.</p>	25
3.	Qualifications and experience of key staff	<p>Attach CV's and academic/professional certificates of the following Key Staff:</p> <p>a) Chief Executive Officer - <b>10 marks</b>  b) 2 senior staff handling the Insurance Brokerage services with Degree or Advanced Diploma in Insurance or equivalent - <b>12 marks</b>  c) 1 other technical staff handling the scheme with insurance qualification in insurance at Certificate level - <b>3 marks</b></p> <p>(The attached CV's <b>must</b> be signed by the key staff)</p>	25
4.	Methodology and work plan	<p>The bidder must provide a detailed work plan and delivery methodology outlining the following:</p> <p>a) Response to inquiries - <b>5 marks</b></p>	20

		b) Additions of new HPT's - <b>5 marks</b> c) Claims handling procedures & documentations - <b>5 marks</b> d) Turn-around time for claims - <b>5 marks</b>	
5.	Scheme value-add services.	Bidder must demonstrate that they have value addition services like scheduled review meetings; advisory services - <b>10 marks</b>	10
		<b>TOTAL TECHNICAL EVALUATION SCORE FOR BROKERS</b>	<b>100</b>

**NB:**

- a) **THE PASS MARK IN THIS STAGE IS 75%**
- b) **THE BROKER PASSING THIS STAGE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.**
- A) **PRELIMINARY EVALUATION FOR THE UNDERWRITING INSURANCE COMPANY**
  - 1. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3.....n where n is the last page) **(MANDATORY)**.
  - 2. Copy of Certificate of Incorporation/Registration **(MANDATORY)**.
  - 3. Attach a copy of CR12 accompanied by copies of IDs for the Directors.
  - 4. Copy of current Tax Compliance Certificate **(MANDATORY)**
  - 5. Tender form duly **completed and signed** by the tenderer or his authorized agent **(MANDATORY)**.
  - 6. Anti-Corruption Declaration **must be signed (MANDATORY)**.
  - 7. Original Bid Security provided and valid for 150 days from date of tender opening. Value of Bid Security should be **KES 44,300.00** or equivalent in a freely convertible currency. **(MANDATORY)**.
  - 8. Duly completed Business Questionnaire and evidence supporting full compliance with the requirements of the Business questionnaire.
  - 9. Provide evidence of registration with the Insurance Regulatory Authority for the current year and submit a copy of the current licence. **(MANDATORY)**.
  - 10. Provide evidence of paid-up capital of at least Kshs 200 Million. **(MANDATORY)**.
  - 11. Provide evidence of annual gross premium in the previous year of Kshs 2.5 Billion. **(MANDATORY)**.

12. Provide evidence of current membership to the Association of Kenya Insurers (AKI). **(MANDATORY)**.

**NOTE:** Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

## **B) TECHNICAL EVALUATION**

### **Evaluation for the underwriting insurance company**

<b>S/NO.</b>	<b>DESCRIPTION OF CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>TOTAL SCORE</b>
1.	Firm's experience in Insurance Underwriting business.	<p>a) No. of years during which firm has conducted Insurance Underwriting business:</p> <ul style="list-style-type: none"> <li>i) 15 years and above - <b>10 marks</b></li> <li>ii) 11 to 14 years - <b>8 marks</b></li> <li>iii) 6 to 10 years - <b>6 marks</b></li> <li>iv) 1 to 5 years - <b>4 marks</b></li> </ul> <p>b) Three (3) major clients (excluding KEMSA) to whom the bidder has offered Insurance Underwriting services in the last 5 years on Stock Deterioration Policy:</p> <ul style="list-style-type: none"> <li>i) 1 firm - <b>2 marks</b></li> <li>ii) 2 firms - <b>6 marks</b></li> <li>iii) 3 firms - <b>10 marks</b></li> </ul> <p>NB: Must attach evidence in form of LPO's; contracts; client reference letters indicating provision of the Stock Deterioration Policy.</p>	20
2.	Firm's Financial Capacity	<p>a) Three (3 years') audited accounts (2018; 2017; 2016). - <b>10 marks</b></p> <p>b) Volume of Insurance business handled in the last 2 years</p> <ul style="list-style-type: none"> <li>i) Over Ksh. 2.5B - <b>10 marks</b></li> <li>ii) Ksh. 2.B-2.4B - <b>8 marks</b></li> <li>iii) Ksh. 1B-1.9B - <b>6 marks</b></li> <li>iv) Below Ksh. 1B - <b>4 marks</b></li> </ul> <p>Provide extract of audited accounts as confirmation of business volumes</p>	20

		transacted.	
3.	Qualifications and experience of key staff	Attach CV's and academic/professional certificates of the following Key Staff: a) Chief Executive Officer - <b>5 marks</b> b) 4 senior staff handling the Insurance Underwriting services with Degree or Advanced Diploma in Insurance or equivalent - <b>10 marks</b> c) 3 other technical staff handling the scheme with insurance qualifications at Certificate level - <b>5 marks</b> (The attached CV's <b>must</b> be signed by the key staff)	20
4.	Methodology and work plan	The bidder must provide a detailed work plan and delivery methodology outlining the following: a) Response to inquiries - <b>7 marks</b> b) Claims handling procedures (outline the documentation required to process claims) - <b>8 marks</b> c) Turn-around time for claims - <b>5 marks</b>	20
5.	Scheme value-add services.	Bidder must demonstrate that they have value addition services like scheduled review meetings; advisory services - <b>15 marks</b>	15
6.	Litigation	The bidder must declare information regarding litigation (whether litigation is existing or not; the bidder must indicate the status of litigation, litigants and the disputed amount (if any)) <b>- 5 marks</b>	5
		<b>TOTAL TECHNICAL EVALUATION SCORE FOR UNDERWRITERS</b>	<b>100</b>

**NB:**

- a) **THE PASS MARK IN THIS STAGE IS 75%**
- b) **THE UNDERWRITER PASSING THIS STAGE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.**
- c) **THE INSURANCE BROKER TOGETHER WITH THEIR SUBMITTED BID FOR THE INSURANCE UNDERWRITER WHO ARE TECHNICALLY RESPONSE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.**

**CLIENT REFERENCE FORM (to be printed on client’s letterhead)**

Name of Insurance Brokers :.....  
 Name and Address of Insured    KENYA MEDICAL SUPPLIES AUTHORITY P.  
 O. Box 47715-00100 Nairobi  
 Insurance Policies handled

<b>Class of Insurance</b>	<b>Period of Cover</b>	<b>Value of Cover</b>

**Performance Evaluation**

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance broker as per their responsiveness to the following:	Excellent	Good	Average	Poor
1.Claims Handling				
2.Underwriting responsiveness				
3.General customer care				

**Declaration**

**We confirm that the above insurance brokerage firm offered the above services in the period indicated above.**

Name of authorized signatory.....

Title.....

Signature.....

Date.....

Official stamp of the Insured

Telephone contacts.....

**SECTION E: TENDER FORM AND PRICE SCHEDULES**

**(i). SAMPLE FORM OF TENDER**

Date: \_\_\_\_\_

Tender No: KEMSA/ONT 6/2020-2022

To: **Kenya Medical Supplies Authority**  
**P.O. Box 47715-00100**  
**Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ....  
*[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....  
*[description of services ]*  
in conformity with the said tender documents and or such other sums as may be ascertained in accordance with the Schedule of rates and prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the services in accordance with our specifications.
3. We agree to abide by this Tender for a period of....*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

.....  
*[signature]*

.....  
*[in the capacity of]*

Duly authorized to sign tender for and on behalf of.....

(ii). PRICE SCHEDULE FORM:

		PROVISION OF INSURANCE BROKERAGE SERVICES FOR STOCK DETERIORATION POLICY		
		TENDER REGISTRATION NO KEMSA/ONT6/2020-2022		P. O. BOX 47715, 00100, NAIROBI TEL: 254-20-3922000 FAX: 254 20 3922400 E-MAIL: info@kemsaco.ke
		Date of Tender Notice:	26 <sup>th</sup> May, 2020	
		Closing date:	23 <sup>rd</sup> June, 2020	
		Time:	10.00 am	
NAME OF FIRM QUOTING:				
Address:				
Phone, fax, e-mail:				
Item No.	Item Description	Total premium per annum (12 months) 1 <sup>st</sup> year (Kes)	Total premium per annum (12 months) 2 <sup>nd</sup> year (Kes)	Remarks
1	Stock deterioration policy			
	<b>GRAND TOTAL (KES.)</b>			
NAME		Company Seal		
Signature		_____		
Date:		_____		
Currency		_____		

**SECTION F: SAMPLE TENDER SECURITY FORM**

Date:\_\_\_\_\_

Tender No: KEMSA/ONT 6/2020-2022

To: **Kenya Medical Supplies Authority**  
**P.O. Box 47715-00100**  
**Nairobi**

Whereas..... [*Name of the tenderer*]

(hereinafter called "the tenderer") has submitted its tender dated .....[*date of submission of tender*] for the supply of.....  
[*name and/or description of the materials and spares*]  
(hereinafter called "the tender") .....

KNOW ALL PEOPLE by these presents that we.....  
of..... having our registered office at  
..... (hereinafter called "the Bank"), are bound unto.....  
[*name of Procuring entity*] (hereinafter called "the Procuring entity") in the sum of  
.....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the 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 force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*]\_\_\_\_\_



**SECTION G: SAMPLE CONTRACT FORM**

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..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for **Provision of insurance brokerage services for stock deterioration policy** on the basis of the rates specified on the appended schedules (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the General Conditions of Contract;
  - (c) the Special Conditions of Contract; and
  - (d) the Procuring entity's Notification of Award
  - (e) 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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the 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.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)  
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

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

## **SECTION H: 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.

Here at KEMSA and also being one of the government entities mandated under the government Legal Notice number 466 of 2004 to procure, warehouse and distribute Essential Medicines and Medical Supplies to all the public health facilities 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 Kenya 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).

**1. MEMORANDUM ( FORMAT )**

**(Clause 62 and 66 of Kenya Public Procurement and Asset Disposal Act (PPADA) 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'")"

The company also confirms that it has not been debarred from participating in procurement proceedings

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

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

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

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

**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.		

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**

You are requested to give particulars indicated in Part1 and either Part 2(a), 2(b) or 2(c) 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.....

Registration Ref No.....

Location of business premises, i.e. Building.....

Floor No.....Room No.....

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

Postal Address.....Postal Code.....

Tel No..... Fax No.....

Email.....Website.....

Nature of business.....

VAT Certificate Number.....PIN Certificate No.....

Local Authority License No.....Expiry Date.....

**NB:** Attach copies of Registration Certificate, VAT Registration Certificate. PIN Certificate, Local Authority License and a **Valid Tax Compliance Certificate.**

Maximum Value of business which you can handle at any one time

Kshs.....

Name of your main Bankers.....

Branch.....

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

My Name in full.....Age.....

Nationality.....ID/Passport No.....Country of Origin.....

**Part 2(b) Partnership**

Name	Nationality	*Citizenship Details	shares
1.....			
2.....			
3.....			
4.....			
5.....			

**Part 2(c) Registered Company**

State whether Private or Public.....

State the nominal and issued Capital of the Company

Nominal Kshs..... Or Other Convertible

currency.....

Issued Kshs..... Or Other Convertible  
currency.....

Give Details of all Directors as follows:

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

**Part 3- Names of all Associated or Holding Companies (If any)**

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

If more companies are applicable, please give the information on a separate sheet of paper.

**Part 4 - Give Details of all Directors of the Companies you have listed above as follows:-**

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

\*If Kenyan Citizen, indicate under "Citizenship Details", whether by Birth, Naturalization or Registration.

**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 I: EVALUATION CRITERIA

### A) PRELIMINARY EXAMINATION

#### Required documents

##### Preliminary Evaluation for the Insurance Brokers

1. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3.....n where n is the last page) **(MANDATORY)**.
2. Copy of Certificate of Incorporation/Registration **(MANDATORY)**.
3. Attach a copy of CR12 accompanied by copies of IDs for the Directors.
4. Copy of current Tax Compliance Certificate **(MANDATORY)**
5. Tender form duly **completed and signed** by the tenderer or his authorized agent **(MANDATORY)**.
6. Anti-Corruption Declaration **must be signed (MANDATORY)**.
7. Original Bid Security provided and valid for 150 days from date of tender opening. Value of Bid Security should be **KES 44,300.00** or equivalent in a freely convertible currency. **(MANDATORY)**.
8. Duly completed Business Questionnaire and evidence supporting full compliance with the requirements of the Business questionnaire.
9. Provide a copy of the current registration with the Insurance Regulatory Authority **(MANDATORY)**
10. Provide bank guarantee of at least Kshs One million deposited with the Insurance Regulatory Authority (submit a copy). **(MANDATORY)**
11. Provide evidence of Professional Indemnity Insurance Cover of at least Kshs 50Million. **(MANDATORY)**
12. Provide evidence of undertaking policies with insurance companies in class "B" and above **(MANDATORY)**.
13. Provide evidence of current membership to the Association of Insurance Brokers (AIB). **(MANDATORY)**.

**NOTE:** Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

## B) TECHNICAL EVALUATION

### Evaluation for the Insurance Brokers

S/NO.	DESCRIPTION OF CRITERIA	SUB-CRITERIA	TOTAL SCORE
1.	Firm's experience in Insurance Brokerage business.	<p>c) No. of years during which firm has offered Insurance Brokerage business in the last 5 years (i.e. 2019; 2018; 2017; 2016; 2015)</p> <ul style="list-style-type: none"> <li>vi) 1 yr - 2 marks</li> <li>vii) 2 yrs - 4 marks</li> <li>viii) 3 yrs - 6 marks</li> <li>ix) 4 yrs - 8 marks</li> <li>x) 5 yrs - 10 marks</li> </ul> <p>d) Three (3) major clients (excluding KEMSA) to whom the firm has offered SIMILAR Insurance Brokerage services (Stock Deterioration Policy) in the last 5 years:</p> <ul style="list-style-type: none"> <li>iv) 1 firm - 4 marks</li> <li>v) 2 firms - 6 marks</li> <li>vi) 3 firms - 10 marks</li> </ul> <p>NB: Must attach evidence in form of LPO's or contracts of/with firms where they offered brokerage on Stock Deterioration Policy.</p>	20
2.	Firm's Financial Capacity	<p>c) Three (3 years') audited accounts (2018; 2017; 2016). - <b>10 marks</b></p> <p>d) Value of Insurance Brokerage business handled in the last two (2) years with the Underwriters.</p> <ul style="list-style-type: none"> <li>iv) Over Ksh. 60M - <b>15 marks</b></li> <li>v) Between Ksh. 50M-59M - <b>10 marks</b></li> <li>vi) Ksh. 49,000,000 and below - <b>5 marks</b></li> </ul> <p>NB: Provide letters of confirmation from clients indicating the business volume handled under brokerage services using the attached CONFIRMATION LETTER. The letter must be duly signed, stamped and on</p>	25

		Client's letterhead.	
3.	Qualifications and experience of key staff	Attach CV's and academic/professional certificates of the following Key Staff: d) Chief Executive Officer - <b>10 marks</b> e) 2 senior staff handling the Insurance Brokerage services with Degree or Advanced Diploma in Insurance or equivalent - <b>12 marks</b> f) 1 other technical staff handling the scheme with insurance qualification in insurance at Certificate level - <b>3 marks</b> (The attached CV's <b>must</b> be signed by the key staff)	25
4.	Methodology and work plan	The bidder must provide a detailed work plan and delivery methodology outlining the following: e) Response to inquiries - <b>5 marks</b> f) Additions of new HPT's - <b>5 marks</b> g) Claims handling procedures & documentations - <b>5 marks</b> h) Turn-around time for claims - <b>5 marks</b>	20
5.	Scheme value-add services.	Bidder must demonstrate that they have value addition services like scheduled review meetings; advisory services - <b>10 marks</b>	10
		<b>TOTAL TECHNICAL EVALUATION SCORE FOR BROKERS</b>	<b>100</b>

**NB:**

- a) **THE PASS MARK IN THIS STAGE IS 75%**
- b) **THE BROKER PASSING THIS STAGE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.**

**B) PRELIMINARY EVALUATION FOR THE UNDERWRITING INSURANCE COMPANY**

1. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3.....n where n is the last page) **(MANDATORY)**.
2. Copy of Certificate of Incorporation/Registration **(MANDATORY)**.
3. Attach a copy of CR12 accompanied by copies of IDs for the Directors.

4. Copy of current Tax Compliance Certificate (**MANDATORY**)
5. Tender form duly **completed and signed** by the tenderer or his authorized agent (**MANDATORY**).
6. Anti-Corruption Declaration **must be signed** (**MANDATORY**).
7. Original Bid Security provided and valid for 150 days from date of tender opening. Value of Bid Security should be **KES 44,300.00** or equivalent in a freely convertible currency. (**MANDATORY**).
8. Duly completed Business Questionnaire and evidence supporting full compliance with the requirements of the Business questionnaire.
9. Provide evidence of registration with the Insurance Regulatory Authority for the current year and submit a copy of the current licence. (**MANDATORY**).
10. Provide evidence of paid-up capital of at least Kshs 200 Million. (**MANDATORY**).
11. Provide evidence of annual gross premium in the previous year of Kshs 2.5 Billion. (**MANDATORY**).
12. Provide evidence of current membership to the Association of Kenya Insurers (AKI). (**MANDATORY**).

**NOTE:** Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

## **B) TECHNICAL EVALUATION**

### **Evaluation for the underwriting insurance company**

<b>S/NO.</b>	<b>DESCRIPTION OF CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>TOTAL SCORE</b>
1.	Firm's experience in Insurance Underwriting business.	c) No. of years during which firm has conducted Insurance Underwriting business: <ul style="list-style-type: none"> <li>v) 15 years and above - <b>10 marks</b></li> <li>vi) 11 to 14 years - <b>8 marks</b></li> <li>vii) 6 to 10 years - <b>6 marks</b></li> <li>viii) 1 to 5 years - <b>4 marks</b></li> </ul> d) Three (3) major clients (excluding KEMSA) to whom the bidder has offered Insurance Underwriting services in the last 5 years on Stock Deterioration Policy: <ul style="list-style-type: none"> <li>iv) 1 firm - <b>2 marks</b></li> </ul>	20



		<p>v) 2 firms - <b>6 marks</b>  vi) 3 firms - <b>10 marks</b></p> <p>NB: Must attach evidence in form of LPO's; contracts; client reference letters indicating provision of the Stock Deterioration Policy.</p>	
2.	Firm's Financial Capacity	<p>c) Three (3 years') audited accounts (2018; 2017; 2016). - <b>10 marks</b></p> <p>d) Volume of Insurance business handled in the last 2 years</p> <p>v) Over Ksh. 2.5B - <b>10 marks</b>  vi) Ksh. 2.B-2.4B - <b>8 marks</b>  vii)Ksh. 1B-1.9B - <b>6 marks</b>  viii) Below Ksh. 1B - <b>4 marks</b></p> <p>Provide extract of audited accounts as confirmation of business volumes transacted.</p>	20
3.	Qualifications and experience of key staff	<p>Attach CV's and academic/ professional certificates of the following Key Staff:</p> <p>d) Chief Executive Officer - <b>5 marks</b>  e) 4 senior staff handling the Insurance Underwriting services with Degree or Advanced Diploma in Insurance or equivalent - <b>10 marks</b>  f) 3 other technical staff handling the scheme with insurance qualifications at Certificate level - <b>5 marks</b></p> <p>(The attached CV's <b>must</b> be signed by the key staff)</p>	20
4.	Methodology and work plan	<p>The bidder must provide a detailed work plan and delivery methodology outlining the following:</p> <p>d) Response to inquiries - <b>7 marks</b>  e) Claims handling procedures (outline the documentation required to process claims) - <b>8 marks</b>  f) Turn-around time for claims - <b>5 marks</b></p>	20
5.	Scheme value-add services.	<p>Bidder must demonstrate that they have value addition services like scheduled review meetings; advisory services - <b>15 marks</b></p>	15
6.	Litigation	The bidder must declare information	5

		regarding litigation (whether litigation is existing or not; the bidder must indicate the status of litigation, litigants and the disputed amount (if any) <b>- 5 marks</b>	
		<b>TOTAL TECHNICAL EVALUATION SCORE FOR UNDERWRITERS</b>	<b>100</b>

**NB:**

- a) **THE PASS MARK IN THIS STAGE IS 75%**
- b) **THE UNDERWRITER PASSING THIS STAGE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.**
- c) **THE INSURANCE BROKER TOGETHER WITH THEIR SUBMITTED BID FOR THE INSURANCE UNDERWRITER WHO ARE TECHNICALLY RESPONSE WILL PROCEED TO THE NEXT STAGE OF EVALUATION.**

**C) FINANCIAL EVALUATION**

Bidders who are successful at preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bid. However, bidders who have had unsatisfactory past performance on provision of insurance brokerage services for stock deterioration policy shall not be recommended for award.