



TENDER NO. KEMSA/ONT05/2020-2023

**IFMIS NEGOTIATION NO. 865092-2020/2021
FOR**

**PROVISION OF TRANSPORT SERVICES FOR MEDICAL
COMMODITIES TO VARIOUS HEALTH FACILITIES IN MOMBASA
REGION**

FOR THE FY 2020/2023

CLOSING DATE: 28th APRIL 2021

TIME: 10.00AM

INVITATION FOR TENDERS (IFT)

OPEN NATIONAL TENDER

1. The Kenya Medical Supplies Authority (KEMSA) is a state corporation whose mandate is to procure, warehouse, and distribute medical commodities to all public health facilities and selected non- governmental health facilities in Kenya.
2. KEMSA invites tenders for Provision of Transport Services for Medical Commodities to various Health Facilities in Mombasa Region during the financial year 2020/2023.

Tender Number	Tender Description
KEMSA/ONT5/2020-2023 NEGOTIATION NO. 865092	Provision of Transport Services for Medical Commodities to various health facilities in Mombasa region

3. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act (PPADA) 2015 and is open to all 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@kemsa.co.ke**

on normal working days on Monday to Friday between 0900hrs and 1600hrs except on Public Holidays or 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@kemsa.co.ke. (Refer to registration form in the tender document)

NOTE: Bidders who may experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact IFMIS Helpdesk (email <http://ifmis.go.ke>, Tel:0800721477/0204801801) National treasury or Procurement Office at KEMSA commercial street for assistance during official working hours.

5. A complete set of Bidding Document(s) in English will be submitted through IFMIS.
6. There will be a pre-bid conference on **Wednesday 21st April 2021**.
7. Complete set of tender documents must be submitted through the IFMIS SUPPLIER PORTAL, www.supplier.treasury.go.ke so as to be received on or before **Wednesday 28th April 2021** at 10:00AM. and accompanied by a Bid security of an amount of **KES 2,594,300.00 (Kenya Shillings Two Million, Five hundred and ninety four thousand, three hundred only)** or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies (Approved by Public Procurement Oversight Authority) and should be addressed to:

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

8. **MANUAL SUBMISSION** will not be accepted. All tenders must be submitted through the IFMIS platform.

REGISTRATION FORM FOR ONLINE BIDDERS

Tender No. KEMSA/ONT05/2020-2023 FOR PROVISION OF TRANSPORT SERVICE FOR MEDICAL COMMODITIES TO VARIOUS HEALTH FACILITIES IN MOMBASA REGION

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@kemsa.co.ke

Table of Contents

SECTION A: General Information	6
SECTION B: General Conditions Of Contract	16
SECTION C: Special Conditions Of Contract	20
SECTION D: Technical Specifications	21
SECTION E: Schedule Of Requirements	Error! Bookmark not defined.
SECTION F: Form of Tender	27
SECTION G: Tender Security Form	28
SECTION H: Contract Form	29
SECTION J: Anti - Corruption Policy	32
SECTION J: Tender Questionnaire	34
SECTION K: Evaluation Criteria	45
SECTION L: Sample of Vehicle / Driver Checklist.....	48
SECTION M: Service Level Agreement (SLA)	49
SECTION N: GPS Requirements	53
SECTION O: - Essential Medical Commodities Distribution Zones	
SECTION P: Price Schedule	

SECTION A: GENERAL INFORMATION

Introduction

The following general information and instructions should be read carefully prior to completing your tender, together with any instructions specific to this invitation

1. Eligible Tenderers

- 1.1. This Invitation to Tender for Provision of Transportation Services is open to all tenderers eligible as described in the tender documents. Successful tenderers shall provide the services for the stipulated duration from date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 1.2. Tenderers shall provide the qualification statements that the tenderer (including all members of a joint venture or subcontractors) is not associated or have not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KEMSA 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 to Tender.
- 1.3. Tenderers shall not be (including all members of a joint venture or subcontractors) under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Vehicles and Equipment

- 2.1. All vehicles and equipment to be utilized should be eligible for the services provided, when required to transport the goods to the point of delivery.

3. Cost of Tendering

- 3.1. The tenderer shall bear all costs associated with the preparation and submission of this tender and KEMSA will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.

4. The Tender Document

- 4.1. The tender document comprises the documents listed below and any addenda issued in accordance with these instructions to tenderers.
 - (a) Invitation to Tender
 - (b) General Information
 - (c) General Conditions of Contract
 - (d) Special Conditions of Contract
 - (e) Schedule of requirements
 - (f) Tender form and price schedules
 - (g) Tender security form
 - (h) Contract form

- (i) Performance security form
- (j) Confidential Business Questionnaire
- (k) List of Transporter's Vehicles
- (l) Evaluation Criteria

4.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of the tender

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify KEMSA in writing or by email at the address indicated in the invitation for tenders. KEMSA will respond to any request for clarification, which it receives in from tender documents, which it receives not later than seven (7) working days prior to the deadline for the submission of tenders as prescribed by KEMSA. KEMSA will advise all tenderers of its response to any such request where appropriate.

6. Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, KEMSA, 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 amendment.

6.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by fax, and such amendment will be binding on them.

6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account when preparing their tenders, KEMSA at its discretion may extend the deadline for the submission of tenders. Bidders will be notified of any such extension.

7. Preparation of Tenders

Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KEMSA shall be written in English language, provided that any printed material furnished by the tenderer may be written in another language provided that 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.

8. Documents comprising the Tender

8.1 The tender prepared by the tenderer shall comprise of the following components:

- (i) A tender form and price schedule completed in accordance with paragraph 9, 10 and 11 below.

- (ii) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the tender if the tender is accepted
- (iii) Tender security furnished in accordance with paragraph 14
- (iv) Anti-corruption Policy
- (v) Copy of Certificate of Incorporation
- (vi) Copy of current Tax Compliance Certificate
- (vii) Confidential Business Questionnaire

9. Tender Form

9.1 The tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents indicating the services to be performed and prices

10. One Tender Per Tenderer

A firm shall submit only one tender either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one tender will cause all the proposals with the firm's participation to be disqualified.

11. Tender Prices

11.1 The tenderer shall indicate on the appropriate price schedule the unit prices/rates for the services it proposes to provide under the contract.

11.2 Prices indicated on the price schedule shall be the cost of the services quoted including all customs duties and VAT and all other applicable taxes.

11.3 Unit prices quoted by the tenderer shall be fixed during the term of the contract unless adjustment as provided for in the contract.

12. Tender Currencies

Prices shall be quoted in any freely convertible currency.

13. Tenderers Eligibility and Qualifications

13.1 Pursuant to paragraph 1 of section C, the tenderer shall furnish as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if the tender is accepted.

13.2 The documentary evidence of the tenderers qualifications to perform the contract shall establish to KEMSA's satisfaction that the tenderer has the financial and the technical ability necessary to perform the contract.

14. Conformity to Tender Document

13.1 Pursuant to paragraph 2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents the tenderer proposes to use under the contract and shall consist of:

- 13.2 A clause by clause commentary on **KEMSA's** requirement demonstrating substantial responsiveness of the services to those requirements or a statement of deviations or exceptions to the provisions of the tender requirements.
- 13.3 A detailed list and contact addresses of at least 3 previous firms that the transporter has rendered similar services to over the last two years including at least one firm of which must specifically relate to the transportation of medical supplies.
- 13.4 A list giving full particulars of vehicle fleet, registration numbers, make, load carrying capacity, insurance and license expiry dates, VAT Registration Certificate, PIN Certificate, and a Valid Trade License.
- 13.5 Copies of any quality certification (ISO, SIX-SIGMA etc) achieved and maintained by the tenderer.

15. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a tender security in the sum indicated in the special conditions which must be delivered together with the tender documents on or before the tender closing date and time.
- 14.2 The tender security is required to protect KEMSA against the risk of the tenderer's conduct, which would warrant the security's forfeiture pursuant to paragraph 14.7
- 14.3 The tender security shall be denominated in Kenya Shillings or equivalent in freely convertible currency and shall be in the form of an on-demand bank guarantee issued from Commercial Banks or Insurance Companies (Approved by Public Procurement Regulatory Authority) in the form provided in the tender documents or any other form acceptable to KEMSA and valid for 30 days beyond the validity of the tender ie 120 days.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by KEMSA as non responsive-pursuant to paragraph 22.
- 14.5 Unsuccessful tenderer's tender security will be discharged or returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by KEMSA.
- 14.6 The successful tenderer's security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30 and furnishing the performance security pursuant to paragraph 31.
- 14.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the tender form or
- (b) In case of a successful tenderer, if the tenderer fails:
- i. To sign the contract in accordance with paragraph 30

or

- ii. To furnish performance security in accordance with paragraph 31.

16. Validity of Tenders

- 15.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- 15.2 In exceptional circumstances, KEMSA may solicit the tenderer's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

17. Format and Signing of Tender

- 16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER" as appropriate. Each of the copies must be properly bound for ease of handling. In the event of any discrepancy between them the original shall govern.
- 16.2 The "Schedule of Prices" both the detailed section and the summary for each copy of the tender shall be bound together with the main tender documents.
- 16.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.
- 16.4 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

18. Submission of Tenders

Sealing and Marking of Tenders

- 17.1 The tenderer shall seal and mark the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". Each of the copies must be properly bound for ease of handling.
- 17.2 **The schedule of prices shall be typed and not handwritten. It shall contain no erasures or overwriting.**
- 17.3 The inner and outer envelopes shall all:
 - (a) Be addressed to KEMSA at the following address

**The Chief Executive Officer
Kenya Medical Supplies Authority
13 Commercial Street, Industrial Area
P. O. Box 47715-00100
Nairobi**

- (b) and bear the tender number and description and the words: “DO NOT OPEN BEFORE - Wednesday 28th April 2021 at 10.00 a.m”

17.4 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”.

17.5 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

19. Deadline for Submission of Tenders

18.1 Tenders must be received by KEMSA at the address specified under paragraph 17.2 so as to be received on or before the closing date and time indicated in the tender notice.

18.2 KEMSA may at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6 in which case all rights and obligations of KEMSA and candidates previously subject to the deadline will thereafter be subjected to the deadline as extended. Bidders will be notified of any such extension.

20. Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw its tender after the tender 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.

19.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for the submission of tenders.

19.3 No tender may be modified after the deadline for the submission of tenders

19.4 No tender may be withdrawn in the interval between the deadline for the submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the tenderers forfeiture of its tender security pursuant to paragraph 14.7

21. Opening and Evaluation of Tenders

Opening of tenders

- 20.1 KEMSA will open all tenders immediately following the deadline for submission of tenders, in the presence of tenderer's representatives who choose to attend, at the KEMSA bids' opening conference Hall, which is situated at:

**Kenya Medical Supplies Authority
Commercial Street
Industrial Area
P.O. Box 47715,00100 GPO
NAIROBI, KENYA**

The tenderer's representatives who are present shall sign a register evidencing their attendance

- 20.1 The tenderers names, tender modifications or withdrawals, and the presence or absence of the requisite tender security, and any such other details as KEMSA, at its discretion, may consider appropriate will be announced at the opening.

22. Clarification of Tenders

- 21.1 To assist in the evaluation, examination and comparison of tenders, KEMSA 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 changes in the prices or substance of the tender shall be sought, offered or permitted. The clarifications should be addressed to the Chief Executive Officer, at:

**Kenya Medical Supplies Authority
13 Commercial Street Industrial Area
P.O. Box 47715,00100 GPO
NAIROBI, KENYA**

- 21.2 Any attempt by the tender to influence the tender evaluation, comparison or contract award may result in disqualification.

23. Preliminary Examination

- 22.1 The procuring entity will examine the tenders to determine whether they are complete as per the foregoing instructions. The tenderer shall be responsible for the correctness of the tenders.
- 22.2 Prior to the detailed evaluation pursuant to paragraph 23, KEMSA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, **a substantially responsive tender is one that conforms to all the terms and conditions of the tender documents without material deviations.** KEMSA'S determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.3 If a tender is not substantially responsive, it will be rejected by KEMSA and may not subsequently be made responsive by correction of the non-conformity.

23 Evaluation and Comparison of tenders

23.1 KEMSA will evaluate and compare the tenders that have been determined to be substantially responsive pursuant to paragraph 22.

23.2 The evaluation of tenders will be in three stages as described in Section L 'Evaluation Criteria'. The comparison of prices shall include all costs as well as duties and taxes payable for the provision of transportation services

23.3 Awards shall be made to the lowest evaluated transport service provider as stipulated in the schedules of requirements.

23.4 KEMSA's evaluation of a tender will take into account, in addition to the tender price, the following factors in a manner and to the extent indicated in paragraph 23 and in the technical specifications

- i. Operational Plan
- ii. Proposed Price schedule
- iii. Documents establishing services eligibility
- iv. A tender form and price schedule completed in accordance with paragraph 9, 10 and 11 below.
- v. Tender security furnished in accordance with paragraph 14
- vi. Anti-corruption Policy
- vii. Copy of Certificate of Incorporation
- viii. Copy of current Tax Compliance Certificate
- ix. Confidential Business Questionnaire

24. Contacting the Procuring entity

24.1 Subject to paragraph 21, 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.

24.2 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 tenderer's tender.

25. Award of Contract

Post Qualification

25.1 In the absence of pre-qualification, KEMSA will determine to its satisfaction whether the tenderer that is selected having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily. A post award confirmation of

details provided in the bid documents may be conducted to satisfy KEMSA of the tenderers capability and capacity to perform the contract.

- 25.2 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 tenderer's qualifications submitted by the tenderer as well as such other information as KEMSA deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers tender in which event KEMSA will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capability to perform satisfactorily.

26. Award Criteria

26.1 Subject to paragraph 10, 23 and 27, KEMSA 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. A minimum score of 80 out of 100 marks will be required for a tenderer to qualify for financial evaluation.

27. Right to Vary Contract

27.1 KEMSA reserves the right at time of contract award to vary the contract by plus or minus 15 % after 12 month.

28. Right to Accept or Reject any and all Tenders

28.1 KEMSA 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 KEMSA's action.

29. Notification of Award

- 29.1 Prior to the expiration of the period of the tender validity, KEMSA will notify the successful tenderer in writing that its tender has been accepted.
- 29.2 The notification of award will not constitute the formation of contract, allowing a maximum of 21 days for contract negotiation and subject to the receipt of the tenderer's acceptance and performance security
- 29.3 Simultaneously on issue of the notification award to the successful tenders furnishing of the performance security, KEMSA will promptly notify each unsuccessful tenderer and will discharge their tender security

30. Signing of Contract

30.1 At the same time as KEMSA notifies the successful tenderer that its tender has been accepted, KEMSA will send the tenderer a contract form incorporating all agreements between the parties.

30.2 The successful tenderer shall sign the contract within 21 days after notification of the award.

31. Performance Security

31.1 Within 21 days of receipt of the notification of award from KEMSA the successful tenderer shall furnish the performance security in accordance with the conditions of contract in the performance security form provided in the tender documents or in another form suitable to KEMSA

31.2 Failure of the successful tenderer to comply with the requirements for contract and / or performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security in which event KEMSA may make the award to the next best evaluated tenderer or call for new tenders

32. Corrupt Fraudulent Practices

32.1 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 any thing 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.

32.2 The Procuring Entity requires that all tenderers make themselves 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 Goods/Services" means all of the equipment, machinery, and/or other materials or services which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization, Kenya Medical Supplies Authority (KEMSA) purchasing the Goods and services under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods and 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 goods.

3. Standards

3.1 The Goods and services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Use of Contract Documents and Information

4.1 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.

4.2 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.

4.3 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.

5. Patent Rights

5.1 The Tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

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 perform 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 or abroad, 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 twenty one (21) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

7. Packing

7.1 The tenderer shall provide such packing of the Goods and services as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

7.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

8. Delivery and Documents

8.1 Delivery of the Goods and Services shall be made by the Tenderer in accordance with the terms specified by Procuring Entity in its Schedule of Requirements and the Special Conditions of Contract.

9. Insurance

9.1 The Transporter will be liable for losses/damages arising from their negligence or that of their employees and therefore shall arrange for appropriate insurance cover.

10. Payment

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

11. Prices

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

12. Assignment

- 12.1 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.

13. Subcontracts

- 13.1 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.

14. Termination for Default

- 14.1 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 fails to deliver any or all of the Goods/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.
- 14.2 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, Goods and Services similar to those undelivered, and the Tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods and Services.

15. Liquidated Damages

15.1 If the Tenderer fails to deliver any or all of the goods 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 delivered price of the delayed goods up to a maximum deduction of 10% of the delayed goods. After this the Tenderer may consider termination of the contract.

16. Resolution of Disputes

16.1 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.

16.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

17. Language and Law

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

18. Force Majeure

18.1 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

Transport companies must comply and confirm their agreement with the following conditions governing transportation of the medical commodities distributed by KEMSA;

1. Medical Commodities and Equipment are of high value and easily get damaged or contaminated. The transporter is required to provide adequate security and to take appropriate precautions to prevent contamination of the goods while in transit and to insure the goods while in their care.
2. Transporters will be required to manage efficient vehicle schedules, routing and utilisation with respect to KEMSA's delivery schedules in order to minimise costs. Bidders should present as part of their submission an operational plan and methodology statement.
3. The vehicles/trucks to be used in the transportation of medical commodities should not be used to transport industrial chemicals, veterinary drugs for external use, agrochemicals or other prohibited substances.
4. Prior to every journey, KEMSA will issue a way bill and delivery note summarizing the commodities, destination and consignee.
5. The transporter will be expected to load the medical commodities onto his truck/vehicle and sign delivery documents before departure.
6. Transporters must inform KEMSA as soon as possible of any delays on transit due to breakdown, accident or otherwise. In case of need, replacement of vehicles has to be arranged immediately by the transporter.
7. At the destination, KEMSA Delivery Notes and Waybills must be duly signed and stamped, showing name of authorized receiver, employment number and ID numbers, and date. The Transporter must leave a copy of the waybill and delivery note with the recipient and return a copy of the signed waybill together with the delivery note to KEMSA. The transporter will also retain a copy of the waybill.
8. The transporter/driver is responsible for obtaining proper remarks from the consignee to confirm the condition and quantity commodities delivered. Any discrepancy should be noted in the remarks column.
9. All commodities, including possible damage/torn packages, must be offloaded and received by the consignee with appropriate remarks on KEMSA Delivery Note and or Waybill.
10. Losses due to omission, negligence, theft or any other cause during transit remains the full responsibility of the transporter as per the terms and conditions of the contract. The full value of such loss will be recovered from the transporter.

11. Any loss of cargo/truck due to *force majeure* (accident not due to negligence of transporter e.g. hijacking, fire and civil strife) must be supported by official police report, and authoritative investigative report. A Goods In Transit (GIT) insurance covering such risks shall be taken by the transporter.
12. The supplies belong to KEMSA and shall not be handed over to any other party other than the one indicated in the delivery documents. Where a facility is not operational or is temporarily closed or cannot be accessed because of certain environmental factors, the KEMSA distribution department shall be consulted to advise on the way forward.
13. Fraud, theft by servant or collusion with KEMSA or facility staff to defraud, divert supplies or falsify documents will lead to automatic termination of the contract in addition to any other legal and administrative actions.
14. Transporters will be required to have modern fleet management technology with shared visibility with KEMSA.
15. No payments will be made against waybills and delivery notes (proof of delivery) other than the original. **Photocopies will not be accepted.** In case of defaced/lost delivery document KEMSA shall issue duplicate copies of the delivery documents upon presentation of the defaced document or proof of loss of such document.
16. As part of the contract KEMSA and the Transporter will sign a Service Level Agreement detailing required Performance Levels. KEMSA reserves the right to terminate the contract should the transporter be unable to meet the required Performance Levels.
17. Award of contract will be based on the set evaluation criteria.
18. Performance security amount shall be 10% of the contract amount.
19. Tenderer can only be awarded for the region depending on capacity, relevant experience in the region and past performance where applicable.
20. The lowest evaluated will be awarded.
21. (i) Where the service provider delivers only to one facility that was priced, they will be paid at the rate applicable to that facility.

(ii) Where the consolidation involves deliveries to facilities on the same route, payment shall include the price for the furthest facility plus drop off charge of 10% of the price applicable to each facility along that route.

(iii) Where there is need for the service provider to deliver a consignment to a non-priced facility, payment shall include the price of the preceding priced facility plus drop off charge of 10% of that preceding facility.
22. The duration of the contract shall be three (3) years based on the performance.

(i) Where reverse logistics is required payment will be made if the consignment is a truck load.

SECTION 4: TECHNICAL SPECIFICATIONS

6.1 General

These specifications describe the basic requirements for drivers, loaders, vehicles, equipment and transit warehouses.

6.2 Drivers, Loaders, Vehicles, and Equipment

6.2.1 The driver is responsible for ensuring safety and security of the consignment and completion of the necessary paperwork i.e. Delivery Note and Waybill.

6.2.2 Vehicles and equipment used to distribute, store, or handle medical commodities should be suitable for the use and appropriate protection of the products to prevent exposure to conditions that could affect their stability, packaging integrity and contamination of any kind. Vehicles, equipment and drivers will be inspected by KEMSA Distribution and Quality Assurance staff during each pickup. The mandatory Driver/Vehicle checklist is identified under section 15. This meet WHO standards.

6.2.3 The vehicles and equipment must be clean aim to minimize the risk of errors and permit effective cleaning and/or maintenance, in order to avoid contamination, build-up of dust or dirt and/or any adverse effect on the quality of medical commodities products being distributed.

6.2.4 The Transporter must provide a maintenance plan of all vehicles and equipment involved in the distribution process, including cleaning and safety precautions. This maintenance plan will be verified by KEMSA staff during checklist procedures as identified in section 15.

6.2.5 Vehicles, containers and equipment should be kept clean and dry and free from accumulated waste.

6.2.6 Vehicles, containers and equipment should be kept free from rodents, vermin, birds and other pests.

6.2.7 Where special storage conditions (e.g. maintenance of cold chain and/or relative humidity), different from or limiting the expected environmental conditions, are required during transit these should be provided, checked, monitored and recorded and submitted to the procuring entity. The procuring entity shall review the recorded monitoring data to assess whether required storage conditions have been met.

6.2.8 Where Cold chain vehicles are used, they should be able to maintain a temperature range of 2 to 8 degrees centigrade. This will be validated as part of technical evaluation; hence the vehicle together with ownership documents should be availed to KEMSA when required. The vehicle must be fitted with a compatible three phase power supply for use when not in motion

6.2.9 The prospective service provider is expected to provide a comprehensive technical proposal and documentary evidence that shall address the following:

1. **Trucking capacity for a bidder to qualify;**
 - a. 7-10 tonnes - at least 13 trucks
 - b. Below seven tonnes- at least 4 vehicles
 - c. Above ten tonnes- at least 3 vehicles
 - d. Prove of cold chain capability atleast 3 vehicles

Copies of logbooks and valid insurance to be provided as evidence of ownership

NB: Vehicles MUST satisfy requirements under clause 6.2.2 section 4 technical specifications and clause 6 section 5 schedule of requirements.

2. Relevant experience in distribution of Fast Moving Consumer Goods (FMCG) or Pharmaceuticals (provide evidence).
3. Operational plan: a comprehensive operational plan that will include:
 - Management structure specific to the proposal and current CVs of key staff to be provided.
 - Mobilization plan to meet the requirements of the contract starting on day one of execution and beyond.
 - Risk management plan
 - Monitoring and evaluation
 - Motor vehicle tracking
 - Compliance to legal and regulatory requirements.

6.3 Transportation of Medical Commodities

- 6.3.1 KEMSA shall communicate to the Transporter all relevant conditions for storage and transportation of medical commodities. The Transporter should ensure adherence to these requirements throughout transportation.
- 6.3.2 The Transporter shall store and transport medical commodities in accordance with procedures in such a way that:
 - a) the identity of the product is not lost;
 - b) the product does not contaminate and is not contaminated by other products;
 - c) adequate precautions are taken against spillage, breakage, misappropriation and theft; and
 - d) Appropriate temperature and relative humidity conditions are maintained in the case of medical commodities products, as appropriate, e.g. using cold chain for thermo labile products.
- 6.3.3 The Transporter shall ensure that spillages are cleaned as soon as possible to prevent possible contamination, cross-contamination and hazards. Such occurrences should be communicated to KEMSA.
- 6.3.4 Products containing toxic and/or flammable substances should be stored and transported in suitably designed, separate and closed containers.
- 6.3.5 The interior of vehicles and containers should remain clean and dry while medical commodities products are in transit.

- 6.3.6 The Transporter must provide sufficient security to prevent theft and other misappropriation of products. Steps should be taken to prevent unauthorized access to medical commodities products being transported.
- 6.3.7 Damage to consignment, theft, complaints at the point of delivery and any other event or problem which occurs during transit must be recorded and reported to the distribution manager and accounting officer within 12 hours.

SECTION 5: SCHEDULE OF REQUIREMENTS

1 Introduction

The following technical information and instructions should be read carefully prior to completing your tender document, together with any instructions specific to this invitation

2 Scope

KEMSA requires transport services for the distribution of various medical commodities and Equipment from KEMSA warehouse in Mombasa.

- **Further the tenderer will provide transport services as follows:**

1. Delivery from Mombasa regional distribution centre to specific facilities within Mombasa region. **Schedule four (4)**
2. Delivery from Mombasa regional distribution centre to Counties within Mombasa region. **Schedule five (5)**
3. Deliveries from Nairobi distribution centre to Mombasa regional distribution centre and facilities within Mombasa region. **Schedule six (6)**

- There will ONLY be one transporter distributing from **Mombasa Regional Distribution Center** to designated Health facilities within Mombasa region. The transporter covering Mombasa region will also distribute medical commodities from Nairobi distribution centre to facilities within Mombasa region and to Mombasa Regional Distribution Centre.

Bids are therefore invited from eligible interested bidders as described in the Price Schedules.

3 Facility Information

Facilities are operational from 8:00am to 5:00pm each weekday (excluding public holidays). However, some NGOs facilities and private hospitals may have special opening days and hours. The Successful bidder is encouraged to familiarise themselves with these circumstances.

At a minimum, the following activities are to be performed during the offload process at the facility:

- Trace the authorised facility representative
- Offload goods onto a dry, sheltered area as indicated by the facility representative
- Verify packages/boxes and documents (delivery notes and waybill)
- Authorised facility representative signs and stamps relevant delivery notes (proof of delivery) and waybill.

4 Frequency of Deliveries

Delivery to health facilities will generally be as and when necessary.

5 Load Size and Weights

This will vary from time to time.

6 Bidding for Transport Services

The bid for the provision of this service should be given as shown in "Price Schedule A". Bidders should complete the relevant columns of "Price Schedule A", indicating the cost of transporting a load of the indicated weight (or equivalent cubic capacity) to the specified destinations in vehicles having a closed and sealed body based on medical commodities ordered by the facilities.

A tenderer must bid for all facilities in that region as provided in price schedules. Failure to bid for all facilities will lead to disqualification.

The combined hospital and other Health Facilities costs will constitute the cost per county for price comparison purposes.

Transport Services for distribution of medical commodities to hospitals

(i) Where the service provider delivers only to one facility that was priced, they will be paid at the rate applicable to that facility.

(ii) Where there is need for the service provider to deliver a consignment to a non-priced facility, payment shall include the price of the preceding priced facility plus drop off charge of 10% of that preceding facility.

(iii) Where the consolidation involves deliveries to facilities on the same route, payment shall include the price for the furthest facility plus drop off charge of 10% of the price applicable to each facility along that route.

Transport Services for distribution of medical commodities to Rural Health Facilities

(i) Where the service provider delivers medical commodities to all Rural Health Facilities within a county, a county cycle rate shall apply.

(ii) Where the service provider does NOT deliver medical commodities to all facilities within a county, payment will be prorated based on the number of facilities covered.

SECTION F: FORM OF TENDER

Date: _____
Tender N^o: **KEMSA/ONT05/2020-2023**

Kenya Medical Supplies Authority
Commercial Street
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 for the sum of.....

[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 ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by(Procuring entity).

4. 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.

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_____.

[signature] [in the capacity of]

Duly authorized to sign tender for and on behalf of ____

SECTION G: TENDER SECURITY FORM

IFT No.: KEMSA/ONT05/2020-2023

Provision of Transport Services for Medical Commodities to various Health Facilities In Mombasa Region

To: Kenya Medical Supplies Authority

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.

Date:

Signature of the Guarantor

(Witness)

(Seal)

SECTION H: CONTRACT FORM

(This section will only apply during Contract award)

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 certain goods, viz.,..... [*brief description of goods*] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [*contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procuring entity's Notification of Award.
 - (g) Service Level Agreement (SLA)
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 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 goods 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 I: PERFORMANCE SECURITY BANK GUARANTEE (UNCONDITIONAL)

IFT No.: KEMSA/ONT05/2020-2023

Provision of Transport Services for Medical Commodities to various Health Facilities In Mombasa Region

To: Kenya, Medical Supplies Authority (KEMSA).

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [*insert: date*] between you and [*insert: name of Tenderer*] (“the Supplier”) concerning the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Tenderer irrevocably guarantee payment owed to you by the Tenderer, pursuant to the Contract, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Tenderer to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Tenderer to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Tenderer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

SECTION J: ANTI - DECLARATION OF UNDERTAKING (INTEGRITY STATEMENT)

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)"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

SECTION J: TENDER QUESTIONNAIRE

PART I: 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. No.....
Email.....Website.....
Nature of business.....
Current Trade License No.Expiry Date.....
VAT Certificate Number.....PIN Certificate No.....
Local Authority License No.....Expiry Date.....

NB: Attach copies of Registration Certificate, and VAT Registration Certificate. PIN Certificate and Single Business Permit.

Maximum Value of business that you can handle at any one time Kshs.....
Name of your 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
.....
.....
.....

.....
.....

Part 2(c) Registered Company

State whether Private or Public.....

State the nominal and issued Capital of the Company

Nominal Ksh..... Or Other Convertible currency.....

Issued Ksh..... Or Other Convertible currency.....

Give Details of all Directors as follows:

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

Give Details of all major shareholders (with greater than 10% shareholding) 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.....

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.

Part 5 Give names of representatives authorised to act on behalf of the Tenderer and their titles:

Name	Title in the Company

Part 6 Number of vehicles owned:

Total capacity of all the Tenderer owned vehicles

Part 7 Details of Warehousing facilities if any:

Town	Street	Storage Area (In Sq Ft)

If there are more warehouses, please give the information on a separate sheet of paper

Part 8 Volume of business transacted between the Government of the Republic of Kenya and my company during the last 12 months, if any Ksh.....

Part 9 Volume of business transacted with other parastatal organizations during the last 12 months, if any, Ksh.

Part 10 Work performed as a contractor of similar nature and volume, including handling of commodities that require cold storage, over the last five years. Also list details of services under way or committed, including expected completion date.

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

Part 11 Give a brief outline operational plan and methodology to be used in executing this contract.

Part 12 Please indicate the payment terms you are willing to offer to the Kenya Medical Supplies Agency.

.....
.....

Part 13 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 14 Give any other information relating to your company which you may consider relevant to your bid to do business with Kenya Medical Supplies Agency.

.....
.....
.....
.....

Part 15 Give Statement of compliance with the requirements of clause 1.2 of the instructions to tenderers.

PART II: PERSONNEL

Please provide the following information for each of 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. Please attach detailed CVs of each of these personnel.

PART III: FINANCIAL POSITION

Attach a copy of firm's two most recent audited financial statements
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

Liabilities.....
.....

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

.....
.....

Deposited With	Name & Address	Purpose	Date of Recovery	Amount

Due from completed contracts
(Amount receivable within 90 days, exclude claims not approved)

.....
.....

Name and address of Owner	Contract Sum	Amount Receivable

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

PART IV: APPLICANT'S REFERENCES

Name of applicant's other clients and values of Contract/orders of annual value of 20,000,000 Ksh each during the last three (3) years

First Client (Organization)

Name of 1st client (Organization).....

Address of Client (Organization).....

Telephone No. of Client.....

Facsimile No of Client.....

E-mail Address of Client.....

Name of Contact Person at the Client (Organization).....

Value of Contracts/Orders.....

Duration of Contracts/Orders.....

Second Client (Organization)

Name of client (Organization).....

Address of Client (Organization).....

Telephone No. of Client.....

Facsimile No of Client.....

E-mail Address of Client.....

Name of Contact Person at the Client (Organization).....

Value of Contracts/Orders.....

Duration of Contracts/Orders.....

Third Client (organization)

Name of client (Organization).....

Address of Client (Organization).....

Telephone No. of Client.....

Facsimile No of Client.....

E-mail Address of Client.....

Name of Contact Person at the Client (Organization).....

Value of Contracts/Orders.....

Duration of Contracts/Orders.....

Note : Provide reference letters from the above firms in plain sealed envelopes.

PART V: JOINT VENTURES

1. The information listed in Parts I-IV above shall be provided by the **Lead partner** of the joint venture
2. Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
3. Attach the Joint Venture Agreement signed by all partners/entities forming the joint venture (and which is legally binding on all partners which shows that:
 - (a) All partners shall be jointly and severally liable for the execution of the contract in accordance with contract terms. The contract shall be executed by the donee of the power of attorney.
 - (b) The donee of the power of attorney shall be the contact person and duly authorized by the individual entities/members forming the joint venture to submit, negotiate and execute all documents and shall be duly authorized to incur liabilities and receive instructions for the joint venture as an entity itself and for and on behalf of all partners/entities jointly and severally forming the joint venture entity.

- (c) The execution of the entire Contract, including payment, shall be done exclusively by the donee of the power of attorney.
- (d) In an event that there is a joint venture a partner must have atleast 6 vehicles and the partner with most number of vehicles should be the lead partner.

DECLARATION

I certify that all the above particulars in the tender questionnaire are true

Name of Applicant (Officer).....

Signature of Applicant.....

Position in the Company/Title.....

Date.....

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

I,, of P. O Box.....

being a resident of.....in the Republic

of..... do hereby make a statement as follows;

1. **THAT**, I am the Chief Executive/ Managing Director/ Principal Officer/ Director of.....(insert nameofthecompany)whoisabidderinrespectofTender

No.....for.....(insert tender title/ description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its servant and/or agents/ subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/ or employees and/or agents of(insert name of the procuring entity) which is the procuring entity.

3. **THAT** the aforesaid Bidder, its servant and/or agents/ subcontractors have not offered any inducement to any member of the Board, Management, Staff and/ or employees and/or agents of(*insert name of the procuring entity*)
4. **THAT** the aforesaid Bidder will not engage/ has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature) (Date)

Bidder Official Stamp

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

I....., of Post Office Box.....being a resident of..... in the Republic of Do hereby make a statement as follows;

1. **THAT** I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/Director of.....(*insert name of the company*) who is a Bidder in respect of Tender No..... for.....(*insert tender title/description*) for.....(*insert name of Procuring Entity*) and duly authorized and competent to make this statement.
2. **THAT** the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. **THAT** what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

PART VI: LIST OF TRANSPORTER'S VEHICLES

All Tenderer's must fill this form. Please complete this section only for vehicles owned by the Tenderer.

VEHICLES WITH COLD-CHAIN CAPABILITY							
No.	Registration No.	Date Registered 1 st	Load Carrying Capacity	Make & Type	Log Book Serial No.	NAME OF OWNER	TLB LICENCE No.
1							
2							
3							
**** DEMONSTRATING COLD CHAIN CAPACITY ABOVE SHALL BE A PREREQUISITE TO EVALUATION OF THE REMAINING CATEGORIES UNDER THIS SECTION							
VEHICLES ABOVE TEN (10) TONNES (AT LEAST THREE (3) VEHICLES)							
No.	Registration No.	Date Registered 1 st	Load Carrying Capacity	Make & Type	Log Book Serial No.	NAME OF OWNER	TLB LICENCE No.
1							
2							
3							
VEHICLES BETWEEN SEVEN (7) TO TEN (10) TONNES - AT LEAST THIRTEEN (13) (VEHICLES)							
No.	Registration No.	Date Registered 1 st	Load Carrying Capacity	Make & Type	Log Book Serial No.	NAME OF OWNER	TLB LICENCE No.
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
VEHICLES BELOW SEVEN (7) TONNES - AT LEAST FOUR (4) VEHICLES							

No.	Registration No.	Date Registered 1 st	Load Carrying Capacity	Make & Type	Log Book Serial No.	NAME OF OWNER	TLB LICENCE No.
1							
2							
3							
4							

NB: If there are more vehicles than can fit in this table, please give the additional information on a separate sheet of paper.

The following documents are required to be submitted together with the tender bidding documents:

- Photocopies of logbooks
- Evidence of compliance of NTSA requirements (Certificate of inspection)

SECTION K: EVALUATION CRITERIA

This will be in three stages:

A) Preliminary Examination

- i. 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)**.
- ii. Form of Tender dully filled and signed **(MANDATORY)**.
- iii. Original Bid Security in the prescribed format issued by a bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) and valid for a minimum of 150 days from date of tender opening. **(MANDATORY)**.
- iv. Value of Bid Security should be **Kes. 2,594,300.00 (Kenya Shilling Two Million, Five hundred and Ninty Four thousand, three hundred only)** or equivalent in a freely convertible currency, (Original copy to be delivered to procurement office on tender closing date). **(MANDATORY)**.
- v. Anti-corruption Policy duly filled and signed **(MANDATORY)**.
- vi. Provide evidence of cold chain capability atleast 3 vehicles (vehicle calibration certificate) **(MANDATORY)**.
- vii. **Provide evidence of compliance to labour laws (NSSF, NHIF, and WIBA) (MANDATORY)**.
- viii. Copy of Certificate of Incorporation **(MANDATORY)**.
- ix. Copy of current Tax Compliance Certificate **(MANDATORY)**.
- x. Duly completed and signed Confidential Business Questionnaire

NOTE: In a joint venture situation the above mandatory requirements (vii, viii, ix) must be submitted by each of the respective entities forming the joint venture.

The responsive bidders at this stage will proceed to technical evaluation.

B) Technical Evaluation

Transporter -----

Requirements	Maximum score	Score
<p>(1) Proof of ownership (Copies of log books to be provided as evidence of ownership)</p> <ul style="list-style-type: none"> • Above 10 tonnes- at least 3 vehicles – 7 points • 7 to 10 tonnes – at least 13 vehicles – 23 points • Below 7 tonnes- at least 4 vehicles – 10 points <p><i>Points will be awarded on a pro-rata basis.</i> <i>Vehicles to be registered under bidders name, or Joint ownership (Provide evidence).</i></p>	40	

<p>(1) Management Capacity and Experience Provide evidence of management capacity and experience of management team or either of the parties to the joint venture structure, relevant support capabilities.</p> <ul style="list-style-type: none"> • Operations Manager – minimum qualification of a Diploma in any field. Curriculum vitae or any evidence demonstrating 5 years experience in transport/logistics/supply chain management. Provide certified copies of certificates – 8 points <p style="padding-left: 40px;">Experience (5-yrs)- 5 points</p> <p>Diploma – 3 Points</p> <ul style="list-style-type: none"> • At least three other key staff to have a minimum qualification of a Diploma in any field. Curriculum vitae or any evidence demonstrating 3 years experience in transport management. Provide certified copies of certificates and – 6 points • Diploma – 3 pts • Experience – 3pts • Provide organisation structure – 1 point 	15	
<p>(3) Provide a mobilization plan to meet the requirements of the contract starting on day one of execution and beyond.</p>	7	
<p>(4) Minimum 10 years relevant experience of the bidding entity (or if the bidding firm is a joint venture, then the lead firm should have the minimum 10 years experience):</p> <p>(i) National/Regional distribution of medical commodities or Fast Moving Consumer Goods (FMCG) (provide evidence of previous contracts, from clients) - 11 points</p> <p>(ii) National/Regional distribution of cold chain medical commodities or cold chain Fast Moving Consumer Goods (FMCG)- (provide evidence of previous contracts,from clients) 4 points</p>	15	
<p>(5) At least One (1) current relevant customer referrals within the last three (3) years of 20,000,000 Ksh (each) annual revenue or greater distribution / transportation project</p> <ul style="list-style-type: none"> • 1 customer referrals– 4 points • 2 customer referrals– 8 points • 3 and above customer referrals – 12 points 	12	
<p>(6) Provide evidence of installation of GPS and fleet tracking management tools (Give current certificates/ proof of the same).(Total number of vehicles captured under Technical criteria 1)</p>	6	
<p>(7) Provide evidence of operational quality management practices-authentic certifications (e.g., ISO, KEBS and or any other recognized management system or organization)</p>	5	
<p>Total Technical Score</p>	100	

Pass mark is 80%. Bidders who attain minimum **technical score of 80%** will proceed to financial evaluation.

C) Financial

The lowest evaluated responsive bidder will be recommended for award of contract. An average will be computed for schedules under various regions to determine the lowest evaluated bidder under that region.

D) Post Qualification

The bidder recommended for award shall be subjected to a post qualification process to determine the bidder's technical and financial capability. Should the bidder fail to satisfy this requirement they will be disqualified and a similar determination subjected to the second lowest evaluated responsive bidder.

SECTION L: SAMPLE OF VEHICLE / DRIVER CHECKLIST

The items below in the vehicle/driver checklist will be verified each time the transport carrier arrives at KEMSA awaiting commodities for shipment.

Should any item on the checklist not be compliant (marked “Yes”), KEMSA will not submit commodities for transport to the transport carrier.

Driver / Vehicle Checklist

Driver: (Driver Name: _____ **vehicle**
NO. _____

Driver Requirement	Yes	No
Legally licensed (BCE, and current) to carry goods in Kenya		
Appears capable of driving (Sober, healthy and alert).		
In company uniform and clean		

Statutory Requirement	Yes	No
Valid vehicle registration		
Valid vehicle insurance		
Valid vehicle inspection		
Vehicle Requirement	Yes	No
Covered truck body and weatherproofed		
Demonstrate up to date maintenance plan (cross check odometer)		
Trucks clean, dry, and free of waste/rubbish		
Headlamps and taillights are all fully functioning		
Safety harnesses / seatbelts present and functioning		
Accident/Emergency kit (i.e., triangles) present		
Starter kit (i.e., jumper cables) present		
Spare wheel with jack present		
The refrigeration system is functional for cold chain transportation		
Temperatures are monitored for cold chain transportation		
Equipment for monitoring conditions for cold chain transportation is calibrated		

KEMSA Dispatch Officer - Name: _____ Signature: _____ Date: _____

Quality Assurance Officer - Name: _____ Signature: _____ Date: _____

Driver - Name _____ Signature _____ Date _____

Vehicle ACCEPTED or REJECTED (Comments):

**Signed copy kept with Dispatch department (KEMSA)*

Each quarter, the transport carrier will be required to demonstrate (via mail) to KEMSA a valid “goods in transit” insurance cover.

SECTION M: SERVICE LEVEL AGREEMENT (SLA)

Section 1. Purpose of the Service Level Agreement

1.1 The intention of the Service Level Agreement (SLA) is to define the working relationship between the contracting parties by:

- Identifying the services to be delivered;
- Spelling out duties and responsibilities;
- Detailing performance indicators, measurement and reporting;
- Providing a framework for clear working understanding;
- Reducing areas of conflict;
- Encouraging dialogue in case of disputes;
- Simplifying the processes;
- Eliminating unrealistic expectations.

Section 2. Parties Covered by the Agreement

2.1 The parties covered by this agreement are:

Service Provider: "Transport Carrier XX"

Client: Kenya Medical Supplies Authority (KEMSA)

Section 3. Scope of Services Covered by the Agreement

3.1 The Kenya Medical Supplies Authority (KEMSA) is generally responsible for the distribution of medical commodities to public health facilities on behalf of the Ministries of Health (MoH) of the Government of Kenya and other stakeholders.

3.2 "Transport Carrier XX" acts as a transport service provider on behalf of KEMSA for purposes of transport and delivery of medical commodities to public health facilities. This agreement defines the respective responsibilities of both KEMSA and "Transport Carrier XX" in the areas mentioned in 1.1 above.

Section 4. Key Performance Indicators (KPIs):

5.1 The intention of the Service Level Agreement (SLA) is to explain the responsibilities of each of the parties in the following areas:

- Truck Availability
- Appointment Time
- On-Time Delivery
- Return of Proof of Delivery (POD)
- Loading Time
- Transport Safety/Security
- Returns Management
- Incident Management
- Accuracy, quality and completeness of delivery reports.

The service level agreement Key Performance Indicators (below) indicate the agreement made between KEMSA and each individual transport carrier. Each of the areas indicated are tracked and monitored on a quarterly basis .

SLAs will be monitored and tracked with the following structure:

- Quarterly performance audits with transport carrier and KEMSA management will be conducted.
- Contract will be terminated for non-performance.
- Once a contract is terminated, KEMSA will engage another carrier.

SLA KPIs

KPI	Performance Target	Average Minimum Threshold	Individual Minimum Threshold	Penalties	Incentives	Process Owner	Monitoring Technique	Reporting Frequency
Truck Availability	Truck arrives at KEMSA within twenty four (24) total hours following requisition by KEMSA distribution staff	95%	90%	If average of all four metrics is lower than the 90.00% threshold (per individual quarter) First Offense: Warning; Second Offense: Warning, Third Offense: Contract Termination	“Carrier of the Year” (calculated on total average quarter performance compared to other transport carrier in adjoining region)	Transporter	Measure time taken from requisition to truck arrival at KEMSA security gate check	Quarterly
Appointment Time (Truck Availability)	Truck arrives at KEMSA at or before requested appointment time		90%			Transporter	Measure time of arrival corresponding to appointment time request	Quarterly
On-Time Delivery	Deliveries are made within forty two (2) days to hospitals and KEMSA depots, and Rural Health Facility deliveries are completed within five (5) working days. Special consideration will be given to hard to		90%			Or If any one of the individual metrics is lower than 80.00% on a given individual quarter, First Offense: Warning; Second Offense:	Transporter	Measure time taken from departure from KEMSA to the time of delivery shown on PoD

	reach areas (Include Counties- Lamu, Marsabit, Mandera, Wajir, Tana River, Turkana) – Seven (7) days will apply.			Warning; Third Offense Contract Termination				
Return of Proof of Delivery (PoD)	PoD is returned to KEMSA within five (5) working days after actual delivery to the facility		90%			Transporter	Measure time taken from RECEIPT of goods to receipt of PoD back at KEMSA	Quarterly
Loading Time	Truck is loaded within three (3) hours from the time it arrives at KEMSA	95%		If lower than threshold (per quarter) Letter placed in employee file and noted for discussion during employee contract renegotiation or termination	“Loader of the Year”	KEMSA	Measure time taken from arrival to KEMSA security gate check to completion of loading	Quarterly
Transport Safety / Security	Noted damage and/or loss during transportation	100%		100% payment of damage and/or loss amount of goods	N/A	Transporter	Measure actual instances of damage / loss	Quarterly
Returns Management	Returns from facilities including damages are returned to KEMSA within two (2) days for hospitals and five (5) days for RHF's	100%		All returns (100%) to be brought back to KEMSA	N/A	Transporter	Measure timely return of medical commodities to KEMSA	Quarterly

Incident Management	Incidents reporting to be within 12 hours and before 24 hours to KEMSA	100%		N/A	Transporter	Measure all incidents reported and full reports submitted to KEMSA	Quarterly
Accuracy, quality and completeness of delivery reports	Complete, accurate and complete distribution reports submitted to KEMSA on daily basis	95%		N/A	Transporter	Measure accuracy and completeness of distribution reports submitted to KEMSA	Quarterly

Section 6. Changes to this Agreement

6.1 Any changes to the service levels specified in this agreement will be subject to agreement by both parties. The exception to this will be changes resulting from issues beyond the control of either party.

6.2 In the event that a change is requested, the Distribution Manager will co-ordinate meetings between the relevant management staff from both "Transport Carrier XX" and KEMSA. Once an agreement has been reached, the Corporation Secretary will ensure that an addendum to the agreement is produced and passed to the vendor's representative for circulation to all relevant staff.

B --Title: SECURITY OF GOODS ON TRANSIT.

1.1 The intention of the Service Level Agreement (SLA) is to explain the responsibility in the following areas:

- Insurance for commodities
- Loss or damage in transit
- Recovery

The transporter shall provide transport services to KEMSA but throughout the process the ownership of the goods remains with KEMSA.

KEMSA will be responsible for the insurance of the goods:

- During storage at the KEMSA or at third party sites
- The transporter is required to ensure the safety of goods under their care and insure them against all risks while in their custody with a proper "cover". In addition, this cover needs to be demonstrated on a quarterly basis with an official letter sent by the cover agent involved directly to KEMSA procurement.

The transporter will be liable and will fully pay KEMSA for any claims for goods lost or damaged while in their possession.

SECTION N: GPS REQUIREMENTS

All vehicles that will be picking medical commodities from KEMSA warehouses will be required to have GPS transmitters onboard. The transporter will allow KEMSA access to the GPS. This requirement shall also be applicable to sub-contracted vehicles used by outsourced carriers as well. Acquisition and maintenance cost is the responsibility of the transporter. Transporters drivers will be required to have smartphones that KEMSA will install an application that will transmit Proof of delivery details to KEMSA real time.

