



REQUEST FOR PROPOSAL (RFP)

TENDER DOCUMENT

FOR THE

PROVISION OF PUBLIC RELATIONS LIAISON AGENCY

(Reserved For Special Group (Women, Youth & PwD))

INVITATION FOR TENDER (IFT) NUMBER: KEMSA/RFP-01/2022-2024

TENDER CLOSING DATE: 21ST DECEMBER, 2022

TIME: 10.00 A.M. LOCAL TIME

TABLE OF CONTENTS

		Page
SECTION I	Letter of Invitation	3
SECTION II	Information to Consultants.....	6
	Appendix to Information to Consultants.....	15
SECTION III	Terms of Reference	22
SECTION IV	Evaluation Criteria	24
SECTION V	Financial Proposal	35
SECTION VI	Sample contract for consulting services.....	40
	Confidential Business Questionnaire	44
	Letter of Notification of Award	46
	Anti-Corruption Declaration Form.....	40
	Self-Declaration Form (Annex I).....	50
	Self-Declaration Form (Annex II).....	52

INVITATION FOR TENDERS (IFT)

REQUEST FOR PROPOSALS (RFP)

1. The Kenya Medical Supplies Authority (KEMSA) has set aside funds for use in the procurement of Public Relation Services during the Financial Year 2021-2022. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contract for **Provision of Public Relations Liaison Agency** as follows:

2.

Tender No.	Description
KEMSA/RFP-01/2022-2024	Provision of Public Relations Liaison Agency

3. KEMSA now invites sealed bids from eligible Public Relation Consultancy firms for the **Provision of Public Relations Liaison Agency**.
4. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act (PPADA) 2015 and the Public Procurement and Asset Disposal Regulations (PPADR) 2020 and is open to all bidders.
5. Interested eligible Bidders may obtain further information and inspect the tender Documents at the Procurement office situated at:

Kenya Medical Supplies Authority,
13 Commercial Street, Industrial Area
P.O Box 47715-00100, Nairobi
Tel No: +254 719033000/ +254 726618520/1
Email: procure@kemsa.co.ke

On normal working days on Monday to Friday between 0900hrs and 1600hrs except on Public Holidays or download from the IFMIS Supplier Portal: Supplier.treasury.go.ke, PPIP Portal: www.tenders.go.ke or KEMSA website <http://www.kemsa.co.ke/tenders/> . Documents downloaded are free of charge and bidders are advised to register at the Procurement Office or via email at procure@kemsa.co.ke. (Refer to registration form in the tender document).

6. Tenderers shall electronically upload copies of all required documents specified under Section IV (Evaluation Criteria) on the IFMIS Supplier Portal: Supplier.treasury.go.ke. The documents shall be serialized/ paginated, in PDF format and clearly marked with the Tender Number and description.

The Chief Executive Officer

Kenya Medical Supplies Authority

13 Commercial Street, Industrial Area

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 **10.00 a.m**

Local time on Tuesday, 21st December, 2022. Failure to submit the original tender security by the deadline for submission of tenders shall lead to disqualification of the bid.

7. Tenders will be opened promptly in public **on Wednesday, 21st December, 2022** 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.**

REGISTRATION FORM FOR ONLINE BIDDERS

Tender No. **KEMSA/RFP-01/2022-2024 for Provision of Public Relations Liaison Agency**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from Public Procurement Information Portal (PIIP) 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

SECTION II - INFORMATION TO CONSULTANTS (ITC)

2.1	Introduction	2
2.2	Clarification and amendment of RFP document	2
2.3	Preparation of Technical Proposal	3
2.4	Financial Proposal	4
2.5	Submission, Receipt and Opening of Proposals	5
2.6	Proposal Evaluation General	6
2.7	Evaluation of Technical Proposal	6
2.8	Public Opening and Evaluation of Financial Proposal	7
2.9	Negotiations	8
2.10	Award of Contract	8
2.11	Confidentiality	9
2.12	Corrupt or Fraudulent Practices	9

2.1 Introduction

- 2.1.1 The Procuring Entity will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 2.1.3 The consultants must familiarise themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring Entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that:
- i) The costs of preparing the proposal and of negotiating the Contract, including any visit to Procuring Entity are not reimbursable as a direct cost of the assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 2.1.6 The Procuring Entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 The Procuring Entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Procuring Entity address indicated in the Appendix "ITC". The Procuring Entity will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the

query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, The Procuring Entity may for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant(s), amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultant's proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested shall result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms:

- i) A brief description of the firm's organisation and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by The Procuring Entity.
- iii) A description of the methodology and work plan for performing the assignment.
- iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- v) CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- vi) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section V). It lists all costs associated with the assignment including; (a) Setup costs, Transport Costs,

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete negotiations within this period.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" as appropriate.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN**" EXCEPT IN PRESENCE OF THE OPENING COMMITTEE." **All submissions MUST be done through IFMIS in a continuous format. Attach all the documents of mandatory, technical and financial from supplier site technical**
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the outer envelope and the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall be marked with the consultant's number allocated at the time of opening of the outer envelope and the Technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the procuring entity on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the procuring entity in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the procuring entity shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria:

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference, meet the mandatory requirements or if it fails to achieve the minimum technical score indicated in the Appendix "ITC". The consultant may be asked as part of their evaluation to demonstrate their proposal or arrange a visit to an institution where similar services have been provided. This will be at the discretion of the procuring entity. A tenderer must score a minimum of 80% to qualify.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the procuring entity shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The procuring entity shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The procuring entity shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:

$Sf = 100 \times F^M / F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. **The firm achieving the highest combined technical and financial score will be invited for negotiations.**

2.8.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.7 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.8.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The procuring entity and the firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the procuring entity expects to negotiate a

contract on the basis of the experts named in the proposal. Before contract negotiations, the procuring entity will require assurances that the experts will be actually available. The procuring entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. to complete negotiations the procuring entity and the selected firm will initial the agreed Contract. If negotiations fail, the procuring Entity will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the procuring entity will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 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.

2.10.6 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.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Consultants (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

INFORMATION TO CONSULTANTS REFERENCE	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
2.1.1	The name of the Client is: Kenya Medical Supplies Authority; The method of selection is: Quality and Cost Based Selection
2.1.2	Technical and Financial Proposals will be required and Submitted in in the tender box.
2.1.3	The name, address and telephone numbers of the Client's official(s) is: The Chief Executive Officer Kenya Medical Supplies Authority Commercial Street P.O Box 47715 00100 Nairobi Tel: +254 (20) 3922000 Fax: +254 20 3922400 E-mail: procure@kemsa.co.ke
2.1.4	The bidder will work in consultation with the client when implementing the services.
2.1.6	The Procuring Entity employees, committee members, board members and their relatives (spouse and children) are not eligible to participate. Further former employees, committee members and board members who have left KEMSA within the last one year are not eligible to participate in this request for proposal.
	Tender Security will be required for this tender.
2.3.3	i) The minimum required experience of proposed professional staff is: Six (6) years ii) Training will be required for the assignment.
2.3.4(vii)	Appendix A is not applicable
2.4.5	The Proposal must remain valid for 120 days after the submission date.
2.5.3	Proposal Must be submitted manually before 21 st December 2022 at

INFORMATION TO CONSULTANTS REFERENCE	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
	10.00am. Any clarification may be sought through email : procure@kemsa.co.ke
2.5.4	Proposals must be submitted no later than 21 st December, 2022 at 10.00 am.
2.6.1	<p>The address to send information to the Client is:</p> <p>The Chief Executive Officer Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya</p> <p>Postal address: P.O.Box: 47715 00100 Nairobi Kenya</p> <p>Tel: (+254-0)20-3922000 Fax: (+254-0)20-392200 E- mail info@kemsa.co.ke</p> <p>For clarifications on the Tender document please contact:</p> <p>Director Procurement P. O. Box 47715 -00100 Nairobi/Kenya</p> <p>Tel: (+254-0)20-3922000 Fax: (+254-0)20-392200 E- mail procure@kemsa.co.ke</p>
2.8.1	The evaluation of Financial proposals will be through manual after meeting the minimum technical qualifying mark.

2.7.1 EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSALS

The received RFP will be evaluated in stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;

1.	Preliminary Evaluation (Mandatory Requirements)
No.	Description
MR1	Certificate of Registration/Incorporation with Registrar of Companies. (Mandatory) .
MR2	Valid tax compliance certificate issued by Kenya Revenue Authority (KRA). (Mandatory) .
MR3	Attach a copy of valid and current AGPO certificate (Mandatory)
MR4	Tender securing declaration form-filled and signed (Mandatory) .
MR5	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) .
MR6	Tender form (on a letterhead showing the tenderers complete name and business address) duly completed and signed . <i>The Form of Tender shall include the following Forms duly completed and signed by the Tenderer or authorized representative (attach power of attorney where applicable)</i> <ul style="list-style-type: none"> <i>i. Tenderer's Eligibility-Confidential Business Questionnaire (Mandatory).</i> <i>ii. Certificate of Independent Tender Determination. (Mandatory).</i> <i>iii. Self-Declaration of the Tenderer:</i> <ul style="list-style-type: none"> (a) Self-Declaration form-filled and signed -ANNEX I (Mandatory) (b) Self-Declaration form-filled and signed -ANNEX II (Mandatory)
MR7	Provide evidence of compliance to labour laws (NHIF) (Mandatory).
MR8	Must attach membership certificate for two members of the Public Relations Society of Kenya(PRSK) (Mandatory)
MR9	Attach a copy of current Business Permit (Mandatory)
	NOTE: ONLY BIDDERS WHO PASS THE MANDATORY STAGE WILL PROCEED TO THE TECHNICAL EVALUATION STAGE.

2. TECHNICAL EVALUATION

Experience Of the Consultant.	Yes/No
<p>a. Demonstrate (with at least 2 public sector related accounts) that you have over 5 years experience in the following:</p> <ol style="list-style-type: none"> 1. Brand Strategy and Management (4 examples). 2. PR campaigns & Media Relations (2 examples). <p>b. Demonstrate that you understand Content Production and Social media. Additionally, show your success in reaching and engaging large audiences organically (3 examples).</p> <p>c. Demonstrate that you have experience in handling crises by giving instances of major crises you have handled and how you managed them (4 examples).</p> <p><i>(Experience in the public sector will be an added advantage).</i></p>	
<p>b. Provide proof of having worked with at least 3 public sector clients (attach signed contract/LSOs). Include narratives of the work that you did with examples.</p>	
<p>c. Provide 3 recommendation letters from the clients listed in (b) above.</p>	
<p>d. Provide contact details for the clients listed in (b) above. .</p>	
<p>e. Provide proof of ownership, or easy and assured access to key facilities, equipment and resources that may be required by the consultant to execute the assignment. The resources should include but not limited to:</p>	

	<ul style="list-style-type: none"> ● Video production equipment (HD Cameras, Lighting Equipment, Audio recording equipment, Narration artists and studios, editing suites) ● Drone video and photography equipment. ● Photography (professional DLSR cameras, lighting, studios). ● Desktop publishing, Graphic design and printing capacity. 	
Verdict		
Approach, Methodology & Work Plan.		
	<p>a. Interpretation of the terms of reference - the tenderer should demonstrate an understanding of the scope of work as described in the Terms of Reference, the Authority itself, the environment in which it operates and its vision.</p> <p>b. Adequacy of the proposed approach and Methodology - the tenderer should demonstrate the ability to develop and execute elaborate strategies and plans that shall help improve the image of the Authority, increase the awareness and visibility of its brand and protect it from reputational damage.</p> <p>c. Description of deliverables - the tenderer should clearly describe the main deliverables that shall be achieved of the consultancy period.</p> <p>d. A detailed work plan - attach a sample work plan.</p>	

Verdict	
Key Personnel Experience.	
a. Brand Management Specialist - Must have experience of at least 8 years in brand management, Must be a member of a PR/Marketing professional body, Must have a Masters Degree in Marketing, Communications, Public Relations, Advertising or any other relevant social science degree (Submit updated CV),	
b. Account Manager - Must have experience of at least 6 years, Must be a member of a PR/Marketing professional body, Must have a Masters Degree in Marketing, Communications, Public Relations, Advertising or any other relevant social science degree (Submit updated CV)	
c. Creative Director	
d. Digital and Social Media Manager	
e. Graphics Designer	
Attach evidence of relevant training i.e academic certificates or any other relevant documentation.	

Firm's Pitching Session	
Demonstrate expertise in the following: <ul style="list-style-type: none"> a. Brand Strategy. b. Executing high impact social media campaigns for public sector brands. c. CEO brand management. 	
Verdict	

SECTION III: TERMS OF REFERENCE



PROVISION OF PUBLIC RELATIONS LAISION AGENCY

TERMS OF REFERENCE.

Introduction.

The Kenya Medical Supplies Authority (KEMSA) is an ISO 9001:2015 certified State Corporation whose rich history dates back to the era of the British colonial rule. It was incepted in 1915 as the Medical Stores and later changed its name to Central Medical Stores upon Kenya attaining its independence.

In 2000, KEMSA was established as a parastatal vide legal notice No 17 of 2000, Cap 466 of the Laws of Kenya before being operational in 2005. In 2013 through an Act of Parliament, the KEMSA Act was agreed upon by the President, which led to the change from being an Agency to an Authority. Its mandate is to procure, warehouse and distribute Health Products and Technologies to public health facilities in the counties.

Upon the enactment of the new Constitution of Kenya, 2010, the health function was devolved allowing counties to directly procure medical supplies with KEMSA being the first point of call.

Since November 2013, KEMSA has made significant progress in engaging the counties through their Governors and respective Health Executive teams on the new business model dubbed the "KEMSA Medical Superstore". This has culminated into adoption of mutually agreed Memorandum of understanding (MOU) and Service Level Agreements (SLAs).

KEMSA re-engineered its business processes, which have been fully supported by an automated Enterprise Resource Planning supply chain system that includes a Logistics Management Information System (LMIS) and the KEMSA e-mobile service.

These reforms have seen KEMSA operate a Not-for-Profit self-sustaining commercial business model which ensures that Counties deliver quality and affordable health care.

However, in recent years, the Authority's credibility has been questioned owing to Covid-19 Procurement related concerns and this has dented the image of the organisation extensively. Therefore, KEMSA is seeking to engage a competent Brand Strategy and Public Relations firm to support its effort to restore and strengthen its image and reputation across board.

Objective

KEMSA is keen on realising its vision of being **"A world class provider of health supply chain solutions that save and transform lives."** But to achieve this vision, the Authority has to have a strong brand with strong ties with its stakeholders. The Agency shall help KEMSA fulfill this desire by repairing the Authority's reputation; anticipating and managing threats to reputation; establishing and maintaining good relations with various stakeholders such as donors, suppliers, partners and the media; succinctly articulating its mandate as well as engaging in activities that will strengthen its brand.

The Scope of Work

a. Communication Strategy.

- i. Link communication to the strategic plan, including the organization's mission, vision and values; its strategic goals and objectives; and its employment brand.
- ii. Identify and understand the challenges within the organization that might affect communication taking into consideration factors can include company size, resources and cultural differences
- iii. Identify, define and categorise the target audience
- iv. Create key messages aimed at communicating with clarity the information about KEMSA, events and key milestones
- v. Develop a proposal on the communication channels to be used by KEMSA
- vi. Develop a framework that will focus on new fro

b. Brand.

- i. Carry out a brand Audit - to establish the current status of KEMSA's brand. Also, to be clear on the Strengths, Weaknesses and Threats of the Authority, as well as to explore new Opportunities available to grow the Authority's brand.
- ii. Enhance the image of KEMSA - Come up with initiatives that improve the reputation of KEMSA.
- iii. Clarifying the brand of KEMSA - Constantly communicate the mission, vision and mandate of KEMSA in a way that is relatable to all stakeholders.
- iv. Enhancing the visibility of the Authority's brand - Execute strategies to keep the KEMSA brand alive in the hearts and minds of its key stakeholders.
- v. Content production.
 1. Develop and implement content calendars.
 2. Develop creative and compelling messages and posters for social media.
 3. Develop weekly, monthly and quarterly videos on success stories, testimonials and milestones.

4. Curate a gallery of captivating photos that shall be used in the marketing initiatives of the Authority.

c. Public Relations.

i. Media Engagement and Management.

1. Organise quarterly media engagement forums.
2. Prepare and keep updated media packs and fact sheets to be used by KEMSA in key media events.

ii. Crisis Communications and Management.

1. Develop a Crisis Communications Strategy.
2. Implement crisis communications strategy.
3. Develop holding statements, press statements and other media collateral as may be required.

4. Arrange editor briefings.

iii. Stakeholder Engagement and Management.

1. Develop a Stakeholder Mapping, Engagement and Management Strategy.
2. Implement stakeholder engagement and management strategy.
3. Organise monthly and bi-monthly stakeholder engagement forums with Donors & Suppliers for pulse taking and alignment
4. Organise monthly town hall meetings with KEMSA's team in different parts of the Country to engage and pulse taking

5. Public affairs.

iv. Digital.

1. Consistent and regular social media campaigns.
2. Consistent social media listening and monitoring.
3. Manage KEMSA's social media accounts.
4. Interactive engagement with the public, including sentiment management.

5. Organise bi-monthly engagement forums with New Media Opinion Shapers and other critical stakeholders

d. KEMSA Brand Management -

- i. Develop the KEMSA brand narrative
- ii. Position the KEMSA leadership team as visionary leaders who understands the vision of the Authority, is hands-on, is relatable and accessible and as an opinion leader in the region, continent and world.
- iii. Develop a brand identity for KEMSA including values, slogan/tagline, personality, value proposition, brand positioning etc.) and communication strategy considering KEMSA's mandate, stakeholders and audience

e. Stakeholder Liaison -

- i. Assist in coordination of responses and statements to Parliamentary questions in liaison with relevant Directorates and also coordinates attendance to Parliament Committee Sessions by top management.
- ii. Conduct analysis of primary stakeholders (internal and external) and a representative audience to determine perceptions on the KEMSA's identity, mandate etc., and submit a findings summary
- iii. Understand stakeholder needs and touchpoints and proactively develop/coordinate relevant documentation required by the stakeholders
- iv. Drive the agenda of KEMSA via the stakeholders especially policy makers to guide the approach to be taken by KEMSA

SECTION IV: EVALUATION CRITERIA

1.	Preliminary Evaluation (Mandatory Requirements)	
No.	Description	Yes/No
MR1	Certificate of Registration/Incorporation with Registrar of Companies. (Mandatory) .	
MR2	Valid tax compliance certificate issued by Kenya Revenue Authority (KRA). (Mandatory) .	
MR3	Attach a copy of valid and current AGPO certificate (Mandatory)	
MR4	Tender securing declaration form-filled and signed (Mandatory) .	
MR5	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) .	
MR6	Tender form (on a letterhead showing the tenderers complete name and business address) duly completed and signed . <i>The Form of Tender shall include the following Forms duly completed and signed by the Tenderer or authorized representative (attach power of attorney where applicable)</i> <i>iv. Tenderer's Eligibility-Confidential Business Questionnaire (Mandatory).</i> <i>v. Certificate of Independent Tender Determination. (Mandatory).</i> <i>vi. Self-Declaration of the Tenderer:</i> (c) Self-Declaration form-filled and signed -ANNEX I (Mandatory) (d) Self-Declaration form-filled and signed -ANNEX II (Mandatory)	
MR7	Provide evidence of compliance to labour laws (NHIF) (Mandatory).	
MR8	Must attach membership certificate for two members of the Public Relations Society of Kenya(PRSK) (Mandatory)	
MR9	Attach a copy of current Business Permit (Mandatory)	
	NOTE: ONLY BIDDERS WHO PASS THE MANDATORY STAGE WILL PROCEED TO THE TECHNICAL EVALUATION STAGE.	

2. TECHNICAL EVALUATION

Experience Of the Consultant.	Yes/No
<p>a. Demonstrate (with at least 2 public sector related accounts) that you have over 5 years experience in the following:</p> <ul style="list-style-type: none"> 3. Brand Strategy and Management (4 examples). 4. PR campaigns & Media Relations (2 examples). <p>b. Demonstrate that you understand Content Production and Social media. Additionally, show your success in reaching and engaging large audiences organically (3 examples).</p> <p>c. Demonstrate that you have experience in handling crises by giving instances of major crises you have handled and how you managed them (4 examples).</p> <p><i>(Experience in the public sector will be an added advantage).</i></p>	
<p>b. Provide proof of having worked with at least 3 public sector clients (attach signed contract/LSOs). Include narratives of the work that you did with examples.</p>	
<p>c. Provide 3 recommendation letters from the clients listed in (b) above.</p>	
<p>d. Provide contact details for the clients listed in (b) above. .</p>	
<p>e. Provide proof of ownership, or easy and assured access to key facilities, equipment and resources that may be required by the consultant to execute the assignment. The resources should include but not limited to:</p>	

	<ul style="list-style-type: none"> ● Video production equipment (HD Cameras, Lighting Equipment, Audio recording equipment, Narration artists and studios, editing suites) ● Drone video and photography equipment. ● Photography (professional DLSR cameras, lighting, studios). ● Desktop publishing, Graphic design and printing capacity. 	
Verdict		
Approach, Methodology & Work Plan.		
	<p>a. Interpretation of the terms of reference - the tenderer should demonstrate an understanding of the scope of work as described in the Terms of Reference, the Authority itself, the environment in which it operates and its vision.</p> <p>b. Adequacy of the proposed approach and Methodology - the tenderer should demonstrate the ability to develop and execute elaborate strategies and plans that shall help improve the image of the Authority, increase the awareness and visibility of its brand and protect it from reputational damage.</p> <p>c. Description of deliverables - the tenderer should clearly describe the main deliverables that shall be achieved of the consultancy period.</p> <p>d. A detailed work plan - attach a sample work plan.</p>	

Verdict	
Key Personnel Experience.	
a. Brand Management Specialist - Must have experience of at least 8 years in brand management, Must be a member of a PR/Marketing professional body, Must have a Masters Degree in Marketing, Communications, Public Relations, Advertising or any other relevant social science degree (Submit updated CV),	
b. Account Manager - Must have experience of at least 6 years, Must be a member of a PR/Marketing professional body, Must have a Masters Degree in Marketing, Communications, Public Relations, Advertising or any other relevant social science degree (Submit updated CV)	
c. Creative Director	
d. Digital and Social Media Manager	
e. Graphics Designer	
Attach evidence of relevant training i.e academic certificates or any other relevant documentation.	

Firm's Pitching Session	
Demonstrate expertise in the following: d. Brand Strategy. e. Executing high impact social media campaigns for public sector brands. f. CEO brand management.	
Verdict	

Note:

- a) The Technical Evaluation is based on a **YES / NO BASIS**
- b) Failure to comply with technical requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the Financial Evaluation stage.

Stage 3: Financial Evaluation

Bidders scoring 80% and above in the technical evaluation will be subjected to financial evaluation.

3.8.1 The Evaluation Committee will determine whether the financial proposals are complete. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

3.8.2 The formulae for determining the financial score (Sf) shall be as follows:

$$Sf = 100 \times fm/f,$$
Where; fm = the lowest fees quoted, and f = the fees of the proposal under consideration.

The lowest fees quoted will be allocated maximum score of 100.

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

$Sf = 100 \times F^M/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I). The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be awarded or invited for negotiations.

T - Weighting for technical score - 80

P - Weighting for Financial Score - 20

Note: the successful bidder shall be offered two-year contract.

Table of Contents

	Page	
4.1	Technical proposal submission form	21
4.2	Firm's references	22
4.3	Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	23
4.4	Description of the methodology and work plan for performing the assignment	24
4.5	Team composition and Task assignments	25
4.6	Format of curriculum vitae (CV) for proposed Professional staff	26

4.1: TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To:CEO

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **for PROVISION OF PUBLIC RELATIONS LIAISON AGENCY** In accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ *[Authorised Signature]*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address]*

4.2: FIRM'S REFERENCES

Relevant Services Carried Out in the Last Three Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

4.3: COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE ON PUBLIC RELATIONS LIAISON AGENCY

On the Terms of Reference:

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

On the data, services and facilities to be provided by the Client:

4.4: DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

4.5 TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

4.6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

-

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

-

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ [Signature of staff member]

Date: _____

_____ [Signature of authorised representative of the firm]

Date: _____

Full name of staff member: _____

Full name of authorised representative: _____

SECTION V: FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

1. The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
2. The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
3. The financial proposal should be prepared using the Standard forms provided in this part

SECTION V: FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
5.1 Financial proposal submission Form	28
5.2 Summary of costs	29
5.3 Reimbursable expenses	30

5.1: FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: Chief Executive Officer,
KEMSA
P.O. Box Nairobi,
Kenya

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for
.....in accordance with your Request for
Proposal datedand our Proposal. Our attached Financial Proposal is
for the sum of Kenya shillings
_____ [Amount in
words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

Signature]

[Authorised

[Name and Title of Signatory]

[Name of Firm]

[Address]

5.2: SUMMARY OF COSTS

Costs	Taxes	Total Amount(s)

5.3: BREAKDOWN OF PRICE PER ACTIVITY

Break Down the above stated total costs.

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Subtotal	_____

FORM OF TENDER

TENDER NO.....

Date:

To: THE

.....

P. O. Box

.....

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 undertake the 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 service 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 of equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by KEMSA.

4. We agree to a bid by this Tender for a period of 120 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this day of

[Signature] [In the capacity of]

Duly authorized to sign tender for an on behalf of

SECTION VI: SAMPLE CONTRACT FOR CONSULTING SERVICES - SMALL ASSIGNMENTS - LUMP SUM PAYMENTS

CONTRACT FORM

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [by and between Kenya Medical Supplies Authority a state corporation established under an act of parliament whose principal place of business is situated at Block 13 Commercial Street, Industrial Area of the one part AND _____ of [or whose registered office is situated at] _____ hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and WHEREAS the Consultant is willing to perform the said Services, NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

1.
 - i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
 - ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
 - iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

2. The Consultant shall perform the Services during the period commencing on _____ and continuing through to _____, or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

3.
 - A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs.....upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs..... upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs.....upon the Client’s receipt of the final report, acceptable to the Client.

Kshs_____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. Project Administration

A. Coordinator

The Client designates _____ as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or

operations without the prior written consent of the Client.

7. **Ownership of Material**
Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant not to be Engaged in certain Activities**
The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance**
The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment**
The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language**
The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English.
12. **Dispute Resolution**
Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CONSULTANT

FOR THE CLIENT

Full name: _____

Full name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 - General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No.</p> <p>Street/Road</p> <p>Postal address Tel. No.</p> <p>Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time - KShs</p> <p>.....</p> <p>.....</p> <p>Name of your bankers</p> <p>Branch</p> <p>.....</p>																				
<p>Part 2 (a) - Sole Proprietor</p> <p>Your name in full: Age:</p> <p>Nationality: Country of origin:</p> <p>Citizenship details:</p>																				
<p>Part 2 (b) - Partnership</p> <p>Given details of partners as follows:</p> <table><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr></thead><tbody><tr><td>1.</td><td>....</td><td>.....</td><td>.....</td></tr><tr><td>2.</td><td>....</td><td>.....</td><td>.....</td></tr><tr><td>3.</td><td>....</td><td>.....</td><td>.....</td></tr><tr><td>4.</td><td>....</td><td>.....</td><td>.....</td></tr></tbody></table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	
<p>Part 2 (c) - Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p>																				

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

Name	Nationality	Citizenship details	Shares
1.
..			
2.
..			
3.
..			
4.

Date..... Signature of Candidate.....

LETTER OF NOTIFICATION OF AWARD

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

To: _____

RE: Tender No.: _____

Tender Name: _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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:

ANNEX I

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 name of the company) who is a bidder in respect of Tender 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

ANNEX II

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

TENDER - SECURING DECLARATION FORM

[The Bidders shall complete this Form in accordance with the instructions indicated]

Date:*[insert date (as day, month and year) of Tender Submission]*

Tender No.....*[insert number of tendering process]*

To:..... *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/ we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we-(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....
.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:.....

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on..... day of..... *[Insert date of signing]*

Seal or stamp

SUPPLIER PERFORMANCE MEASUREMENT TOOL REPORT

PAST PERFORMANCE

A supplier performance measurement tool with detailed performance indicators has been developed and will be used to measure the performance of contracted suppliers. Suppliers who will have had unsatisfactory past performance on specific items of less than 71% shall not be recommended for award of similar items in subsequent tenders.

PERFORMANCE INDICATORS

The performance of suppliers, contractors, service providers and consultants are monitored at contract level to ensure the terms and conditions of the contract are met. The extent of performance monitoring applied shall be determined by the level of risk and the nature of the items. Good monitoring of suppliers anticipates, identifies and facilitates correction of shortcomings before the relationship with the supplier is adversely affected and before compromising value for money.

1. Time

The time indicator measures the duration in days for the supplier to deliver or complete the task as specified in the contract. The required data to be captured from the source documents into the performance tool shall include: Item code, item description, contract number, purchase order number, supplier name, contract signing date, contract effective date, contractual delivery date, earliest delivery date, extended delivery date, actual delivery date, supplier offered delivery date, and latest delivery date. For each item, the earliest delivery date and the latest delivery date are derived from the issued tender document. The supplier offered delivery date is derived from the bid.

Contract Delivery Period: The number of calendar days from the date of signing the contract to the date the delivery is required per the contract. If a contract is extended, the additional days are confirmed through addendum (letter) to the contract and the duration added to the Contract Delivery Period. In call-off orders under framework contracts, Contract Delivery Period is the number of calendar days from the date of call-off order to the required delivery date.

Actual Delivery Period: The number of calendar days from the contract effective date to the actual delivery date. For staggered deliveries under definite quantity contracts, actual delivery period is the number of calendar days from date of notification of the required quantity.

Delivery on Time: Delivery of goods on or within the Contract Delivery Period yields a Delivery on Time indicator score of 100%. Delivery within 2 weeks after Contract Delivery Period still yields a Time indicator score of 100%. Delivery made thereafter yields a time Indicator score of zero (0).

Failure to fully deliver within 8 weeks from lapse of Contract Delivery Period will result in contract termination.

2. Quantity

The supplier is required to deliver the ordered quantity of the product in full. Contractors should deliver the product per the required specifications.

Sometimes, due to practical reasons, a supplier may be requested in writing to deliver a portion of the order. In that event, the measurement will be done after substantial completion of contracted quantity. The quantity indicator measures Delivery in Full, which is the difference between the quantity of the product in the purchase order or contract and the quantity that is certified received.

Delivery in Full: The indicator is measured by the percentage of the ordered quantity which is actually certified received. *Example:* If the purchase order quantity was 200,000 units. Of this, the quantity received was 190,000 units. The indicator of Delivery in Full is computed as $(190,000/200,000) * 100 = 95\%$. The target performance score for Delivery in Full indicator is 100%.

The required data are order quantity, delivered quantity, and deferred quantity.

3. Cost

The historical unit prices for each item are captured in the ERP system. The Award Price arise from recommendations for award and signed supplier contract. The Final Price is the award price plus the price variation that is approved at contract implementation; excluding those from the application of a price adjustment formula if provided for in the signed contract.

The Price Ratio is defined as $[Award Price \times 100 / Final Price]$; which should be 100% where the Final Price is equal to the Award Price. Where the Final Price is higher than the Award Price, the performance score is prorated. *Example:* if the Final Price is KES2,700, Award Price is KES2,400, then the Price Ratio is $[2,400 * 100 / 2700 = 89\%]$. The data to be captured in the ERP system include the following: Item Code, Item Description, Contract Number, Order Number, Supplier Name, Plan Price, Award Price, Price Variation, Final

Price.

4. Quality

The contract provides the technical specifications. At the delivery point, the products are inspected and tested to ensure they comply with the quality specifications. Products that do not comply with Quality Specifications will be rejected. However, an assessment shall be made to check if there is suitable product packaging. Percentage of damaged cartons acceptable is 0.5%. Above this %, the damaged cartons will be rejected.

5. Ratings and Scores

The supplier contract performance scores provide a structured way of rating suppliers with an aim of identifying areas of improvement and a basis for future engagement depending on historical performance. The scorecard will be used to measure, rate and rank suppliers with the aim of ensuring suppliers consistently meet and surpass their contractual obligations. Table 3 summarizes the ratings and scores.

Table 1. Ratings and scores measurement system

Rating	Range	Performance Description
1	0-30	Falls far below expectations: Performance jeopardized the achievement of contract requirements, despite contract administrative interventions.
2	31-50	Missed expectations: There are a number of performance issues that required KEMSA to provide additional contract administrative interventions to ensure that contract requirements are met.
3	51-70	Does not fully meet expectations: There are performance issues but supplier has somehow met contract requirements.
4	71-80	Mostly meets expectations: There are minor performance issues but the supplier has largely met the contract requirements
5	81-100	Exceeds Expectations: Supplier has demonstrated a performance level in measurable within contract requirements

6. Performance Index

The Performance Index combines the indices for (1) time, (2) quantity, (3) cost and (4) quality. Each of the four performance indicators is scored out of 100%. The parameters are then weighted using a predefined matrix and the overall Supplier Performance Index is the sum of the weighted scores.

Table 2. Supplier Performance Index (Example)

#	Indicator	Score (%)	Weight	Weighted Score
1	Time	100	0.5	50.00
2	Quantity	95	0.3	28.50
3	Cost	89	0.1	8.90
4	Quality	83	0.1	8.30
	Supplier Performance Index			95.70

7. Performance Decision

A supplier with a **Performance Index Score** of less than **71%** shall not be eligible for award of contracts by KEMSA for a period of ONE YEAR from the date of notification of the performance score.

This information shall form part of the Post Contract Qualification Criteria in the subsequent tender document and evaluation stated as follows:

“Non-performance of a contract did not occur as a result of supplier default since 1 January [*insert year*] or the bidder has a Performance Score of less than 71% as measured using the KEMSA Supplier Performance Measurement Tool as notified to the supplier or service provider in writing prior to this tender notice.”

The Procurement Directorate shall debrief the supplier and prepare minutes to record the debriefing, which shall form part of the permanent records.