



REQUEST FOR PROPOSAL (RFP)

TENDER DOCUMENT

FOR THE PROVISION OF CULTURE CHANGE MANAGEMENT PROGRAM SERVICES

INVITATION FOR TENDER (IFT) NUMBER: KEMSA/RFP 02/2020-2021

TENDER CLOSING DATE: 17TH MAY, 2021

TIME: 10.00 A.M. LOCAL TIME

IFMIS NEGOTIATION NO: 871053-2020/2021

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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 Culture Change Management Program Services during the Financial Year 2020-2021. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contract for **Provision of Culture Change Management Program Services** as follows:

Tender No.	Description
KEMSA/RFP-02/2020-2021	Provision of Culture Change Management Program Services

1. KEMSA now invites sealed bids from eligible Consultants for the Provision of Culture Change Management Program Services.
2. 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.
3. 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).

4. Tenderers shall electronically upload copies of all required documents specified under (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 and accompanied by a Bid security of an amount of **KES 240,000.00 (Kenya Shillings Two Hundred and Forty Thousand Only)** or equivalent in a freely convertible currency in form of cash, a bank guarantee, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority. **The tender security must be valid for One Hundred and fifty days (150 days) from the date of tender opening.** The tender security must be scanned and uploaded along with the electronic bid document. The original tender security shall be addressed to:

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 Monday, 17th May, 2021**. Failure to submit the original tender security by the deadline for submission of tenders shall lead to disqualification of the bid.

5. Tenders will be opened promptly in public **on Monday, 17th May, 2021** 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**.
6. **MANUAL SUBMISSION** will not be accepted. All tenders must be submitted through the IFMIS platform.

REGISTRATION FORM FOR ONLINE BIDDERS

1. Tender No. **KEMSA/RFP 02/2020-2021 for Provision of Culture Change Management Program Services.**

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

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

procure@kemsaco.co.ke

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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 ten (10) years.
- vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- vii) 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 (Technical Proposal and the Financial Proposal; see Paragraph 1.2) shall be prepared in indelible ink. It 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:

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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 = 1) 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	<p>The name of the Client is: Kenya Medical Supplies Authority ;</p> <p>The method of selection is: Quality and Cost Based Selection</p>
2.1.2	<p>Technical and Financial Proposals will be required and Submitted in IFMIS as a continuous scan.</p> <p>All proposal documents must be attach on Supplier technical site in IFMIS for evaluation purposes</p>
2.1.3	<p>The name, address and telephone numbers of the Client's official(s) is:</p> <p>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</p>
2.1.4	The bidder will work in consultation with the client when implementing
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	<p>i) The minimum required experience of proposed professional staff is: two (2) years</p> <p>ii) Training will be required for the assignment.</p>
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 through IFMIS on or before 22 nd April 2021 at 10.00am. Any clarification may be sought through email : procure@kemsa.co.ke
2.5.4	Proposals must be submitted no later than 17 th May, 2021 at 10.00 am.

INFORMATION TO CONSULTANTS REFERENCE	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
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 info@kemsa.co.ke Cc: procurement@kemsa.co.ke</p>
2.8.1	The evaluation of Financial proposals will be through IFMIS 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;
2. Stage 2: Compliance with Technical requirements
3. Stage 3: The Financial Evaluation

Stage 1: Compliance with the Mandatory Requirements (MR)

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request to proposals that will include:

a) Mandatory Requirements (MR)

No.	PRELIMINARY EXAMINATION <u>MANDATORY REQUIREMENTS</u>	
	Description	Responsive/non-responsive
MR1	Certificate of Registration/Incorporation with Registrar of Companies	
MR2	Valid and Current tax compliance certificate issued by Kenya Revenue Authority (KRA).	
MR3	Original Tender security valued at Ksh. 240,000.00 from a bank or PPRA recognized Insurance Company and valid for 150 days from the date of tender opening	
MR4	Audited certified accounts for the last three (3) years (2020; 2019 and 2018)	
MR5	Anti-corruption Declaration undertaking, duly filled and signed	
MR6	<u>Qualifications and experience of key staff:</u> Attach CV's and copies of academic/professional certificates of: <ol style="list-style-type: none"> a) Team Leader/Project Head - with a Bachelor's degree and at least 10 years' working experience b) Three (3) senior staff handling the assignment with Bachelors' Degree and Diploma qualifications in Human Resource Management; Change Management or Organization Development and 5 years' experience. c) Two (2) back office¹⁷ staff handling administrative matters with a Diploma in 	

	Business Management/Administration and 3 years' working experience	
	(NB: The attached/submitted CV's must be signed by all staff).	

At this stage, the tenderer's submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Stage 2: Compliance with the Technical Requirements

Proposals meeting all the mandatory requirements will be subjected to technical evaluation based on the criteria given below:

TECHNICAL EVALUATION CRITERIA

S/NO.	DESCRIPTION OF CRITERIA	SUB-CRITERIA	TOTAL SCORE
1.	Firm's experience in Employee related programs on: Culture and Change Management, Organizational Development, Employee Engagement or other employee-related surveys	<p>a) No. of years during which the Firm has been offering Employee related services (as described) in the last 5 years (i.e. 2016 to date)</p> <ul style="list-style-type: none"> i) 1 yr - 2 marks ii) 2 yrs - 4 marks iii) 3 yrs - 6 marks iv) 4 yrs - 8 marks v) 5 yrs & above - 10 marks <p>NB: Must attach a copy of Certificate of Registration.</p> <p>b) Four (4) major clients to whom the bidder has offered the outlined services in the last three (3) years:</p> <ul style="list-style-type: none"> i) 1 firm - 4 marks ii) 2 firms - 6 marks iii) 3 firms - 8 marks iv) 4 firms - 10 marks <p>NB: Must attach evidence in form of copies of duly signed LPO's; or contracts issued to each of the clients to whom such service was offered.</p>	20
2.	Methodology and work plan of the assignment	<p>The bidder must submit a detailed methodology and work plan that will entail the following:</p> <ul style="list-style-type: none"> a) Data collection tools - 2 marks b) Key project activities - 3 marks c) Key project milestones, reports and expected deliverables - 3 marks d) Project completion time-frame - 4 marks e) Program assessment review tools - 4 marks f) Training of champions - 4 marks 	20
3.	ICT tools and technology to be used in the assignment	The bidder must indicate the ICT tools and technology that will be used in the assignment e.g. online data collection tools; data analysis tools	20
4.	Implementation framework/roadmap	The bidder must provide a culture change implementation roadmap	10

		TOTAL SCORE	TECHNICAL EVALUATION	70
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Note:

The total score for Technical Evaluation is 70 marks. Pass mark will be 80% - thus only bidders who score 80% and above will be considered for Financial Evaluation.

Note: All the documents, both mandatory, technical and financial must be attached as a continuous scan from Supply technical site in IFMIS.

Those who will score 80% and above for both the Technical Evaluation and Presentation will have their financial proposals opened and evaluated. The others will be returned un-opened.

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 = 1). 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

TERMS OF REFERENCE AND DESIRED OUTCOMES

TERMS OF REFERENCE (TOR) FOR PROVISION OF CULTURE CHANGE MANAGEMENT PROGRAM SERVICES.

The following forms the Terms of Reference and the expected outcomes for the assignment:

- a) Undertake Internal Culture Audit using various instruments including but not limited to Interviews, Culture Surveys, focus groups, questionnaires among others.
- b) Identify the gaps between the current culture and the desired culture.
- c) Develop a leadership team to drive the change process.
- d) Engage all staff/representatives to establish the vision in regards to the desired Culture Change
- e) Develop a sustainable CHANGE Programme.
- f) Undertake trainings/awareness on the culture change program.
- g) Design an effective communication/awareness/plan on the new values and behaviors
- h) Develop a framework for monitoring, evaluation as well as reinforcing the desired change/behavior
- i) Develop a long-term support mechanism or strategy for the change management program.
- j) Conduct change audits periodically to establish change readiness.
- k) Train and coach the identified culture change champions.
- l) Develop a framework to measure success of the CULTURE change Program.

IV: TECHNICAL PROPOSAL

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4.1: TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To:CEO

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **for PROVISION OF CONSULTANCY SERVICES ON.....** 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 attached differently in IFMIS.

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 PROVIDED BY KEMSA

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

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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,

[Authorised

Signature]

and Title of Signatory]

[Name

³³
[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 install and commission the equipment 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**
 - 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**

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**
 - 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

Full name: _____

Title: _____

Signature: _____

Date: _____

FOR THE CLIENT

Full name: _____

Title: _____

Signature: _____

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.

Part 1 - General			
Business			Name
.....			
Location	of	Business	Premises
.....			
Plot			No.
.....			
Street/Road			
.....			
Postal address		Tel. No.
.....			
Fax		Email
.....			
Nature	of	Business	
.....			
Registration	Certificate		No.
.....			
Maximum value of business which you can handle at any one time - KShs			
.....			
.....			
Name	of	your	bankers
.....			
Branch			
.....			
.....			
Part 2 (a) - Sole Proprietor			
Your name in full:			Age:
.....			
Nationality:		Country of origin:	
.....			
Citizenship details:			

Part 2 (b) – Partnership

Given details of partners as follows:

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

Part 2 (c) - Registered Company

Private or Public

State the nominal and issued capital of company

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 image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

- (FULL PARTICULARS) _____
- _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

SIGNED _____ FOR
ACCOUNTING OFFICER

SELF-DECLARATION FORM

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 servants 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 servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(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's Official Stamp

1. 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:
