

TENDER DOCUMENTS

Tender Notice

The International Planned Parenthood Federation, Africa Region (IPPFAR) is a leading advocate of Sexual & Reproductive Health and Rights. The Regional Office is based in Nairobi- Kenya and operates in 42 countries in the Sub-Saharan Africa to empower the most vulnerable women, men and young people to access life-saving services and programmes, and to live with dignity. Supported by millions of volunteers and staff, IPPFAR Member Associations provide sexual and reproductive health information, education and services.

IPPFAR is inviting submissions of tenders for vendors pre-qualification to supply the following categories of goods/services in support of its Regional Offices' programmes in Nairobi-Kenya. The winner(s) of this bidding exercise shall be invited to enter into negotiation for one or several non-exclusive purchase contracts/ framework agreements with IPPFAR:

No	TENDER REFERENCE	CATEGORY OF GOODS OR SERVICES
1	IPPFAR/PQ/2018-2019/01	Courier Services
2	IPPFAR/PQ/2018-2019/02	Stationery & Office Consumables
3	IPPFAR/PQ/2018-2019/03	Printing, Publications & Branding materials
4	IPPFAR/PQ/2018-2019/04	Shipping, Clearing & Forwarding agents
5	IPPFAR/PQ/2018-2019/05	Taxi / Car Hire Services
6	IPPFAR/PQ/2018-2019/06	Supply and Maintenance of ICT Equipment
7	IPPFAR/PQ/2018-2019/07	Travel Management Services
8	IPPFAR/PQ/2018-2019/08	Interpretation & Translation Services
9	IPPFAR/PQ/2018-2019/09	Creative and Graphic Design
10	IPPFAR/PQ/2018-2019/010	Editing Services
11	IPPFAR/PQ/2018-2019/011	Photography and videography services
12	IPPFAR/PQ/2018-2019/012	Cleaning services
13	IPPFAR/PQ/2018-2019/013	Hotel services and or conference facilities
14	IPPFAR/PQ/2018-2019/014	Fully furnished apartments
15	IPPFAR/PQ/2018-2019/015	Provision of event management services e.g. PA systems, plasma screens, décor, etc.

Interested bidders can access tender documents through the following website link www.ippfar.org/tender/tender-notice which provides detailed tender guidelines.

Completed hard-copy tender documents are to be addressed to the following address by 11:00 am on the 15th September 2017:

The Bids Committee
International Planned Parenthood Federation, Africa Region
Madison Insurance House, 1st Floor, Upper Hill off Ngong Road
P.O. Box 30234-00100,

Nairobi, Kenya

Any submission after the above date and time will be automatically disqualified and returned to the bidder unopened.

ANNEX I

15th September 2017

IPPF AFRICA REGION
Madison Insurance House - 1st Floor
Upper Hill OFF Ngong Road
P.O. Box 30234 – 00100
Nairobi – Kenya
Email: ippfarbids@ippfaro.org
Website: www.ippfar.org

ANNEX I: Terms of Reference (TOR)

1. Introduction

The International Planned Parenthood Federation, Africa Region (IPPFAR) is a leading advocate of Sexual & Reproductive Health and Rights. The Regional Office is based in Nairobi- Kenya and operates in 42 countries in the Sub-Saharan Africa to empower the most vulnerable women, men and young people to access life-saving services and programmes, and to live with dignity. Supported by millions of volunteers and staff, IPPFAR Member Associations provide sexual and reproductive health information, education and services.

IPPFAR wishes to appoint one or more vendors to supply the following categories of goods/services in support of its Regional Offices' programme in Nairobi-Kenya. The winner(s) of this bidding exercise shall be invited to enter into negotiation for one or several non-exclusive purchase contracts/ framework agreements with IPPFAR:

No	TENDER REFERENCE	CATEGORY OF GOODS OR SERVICES
1	IPPFAR/PQ/2018-2019/01	Courier Services
2	IPPFAR/PQ/2018-2019/02	Stationery & Office Consumables
3	IPPFAR/PQ/2018-2019/03	Printing, Publications & Branding materials
4	IPPFAR/PQ/2018-2019/04	Shipping, Clearing & Forwarding agents
5	IPPFAR/PQ/2018-2019/05	Taxi / Car Hire Services
6	IPPFAR/PQ/2018-2019/06	Supply and Maintenance of ICT Equipment
7	IPPFAR/PQ/2018-2019/07	Travel Management Services
8	IPPFAR/PQ/2018-2019/08	Interpretation & Translation Services

9	IPPFAR/PQ/2018-2019/09	Creative and Graphic Design
10	IPPFAR/PQ/2018-2019/010	Editing Services
11	IPPFAR/PQ/2018-2019/011	Photography and videography services
12	IPPFAR/PQ/2018-2019/012	Cleaning services
13	IPPFAR/PQ/2018-2019/013	Hotel services and or conference facilities
14	IPPFAR/PQ/2018-2019/014	Fully furnished apartments
15	IPPFAR/PQ/2018-2019/015	Provision of event management services e.g. PA systems, plasma screens, décor, etc.

2. General considerations

To enable you to submit a bid, please read the following attached documents carefully:

- | | |
|-------------------------------------|-----------|
| • Terms of Reference | Annex I |
| • Terms and Conditions of Tendering | Annex II |
| • Bidder Response Document | Annex III |
| • Pricing Proposal | Annex IV |
| • Countries of Registration | Annex VI |

Your tender response must be received in the following format:

- Full completion of the tender response document in order that tenders may be regarded as compliant.
- One hard copies of bid to be submitted on letter headed paper.
- Bids to be submitted in a sealed envelope, addressed to the **Bid Committee** at the address indicated below. The envelope should indicate the tender reference number and service/product category, but have no other details relating to the bid.

The Bids Committee
International Planned Parenthood Federation, Africa Region
Madison Insurance House, 1st Floor, Upper Hill off Ngong
Roads
P.O. Box 30234-00100,
Nairobi, Kenya

The bids should be received no later than Friday the **15th September 2017 at 11:00 am** ("the Closing Date"). Bids received after the stipulated date and time shall not be accepted under any circumstances and will be returned unopened.

Bids must remain open for considerations for a period of no less than 90 days from the Closing Date. The contract/s or pre-qualification will be awarded to the supplier that is deemed to offer IPPFAR the best value for money. IPPFAR is under no obligation to award the contract to the lowest bidder.

Any questions relating to the attached documents shall be addressed in writing to the Bid Committee through the following email address: ippfarbids@ippfaro.org

3. Provisional time table

Activity	Date
Issue Tender Notice and invitation to Tender	<i>15th August 2017</i>
Return of tenders (Closing date)	<i>15th September 2017</i>
Tender review committee meet	<i>16th October 2017</i>
Bid clarifications as required	<i>19th October 2017</i>
Award contract	<i>30th November 2017</i>
"Go-Live" with Supplier	<i>1st January 2018</i>

4. Product/service documentation

The Bidder must provide copies of the following documentation in support of the bid. Failure to include any of the listed documents may result in the bid being rejected.

- Company registration
- Copy of any ISO certification
- Last two year's annual audited financial reports
- Sample of products labelling and information leaflet in English where applicable

5. Award Criteria

Determination of compliance with the Bid solicitation documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The pre-qualified vendors will be selected based on the best offer for technical specifications, delivery lead time, service level and price. IPPFAR is under no obligation to award the contract to the Bidder offering the lowest price or to any of the Bidders if IPPFAR do not believe they comply with requirements, or find that either the pricing proposal or the commercial terms are not acceptable.

The following criteria will be taken into account in bid scoring:

- Supplier are eligible to bid as specified in the Conditions of Tender
- All required supporting documents included in the bid and in the recommended format
- Proof of after-sales service / service continuity capacity and warranty where applicable
- Submission of all required supporting documents
- Delivery lead time
- Service level
- Financial health
- Credit facility of at least 30 days
- Bidder demonstrate unique selling points and additional benefits or services that are of value to IPPFAR

We look forward to receiving a tender from you and thank you for your interest.

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ANNEX II

ANNEX II: Terms and Conditions of Tendering

1. Definitions

In these Conditions, the following definitions apply:

- a) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- b) **Bidder** - a person or organisation who bids for the tender.
- c) **Conditions** - the conditions set out in this 'Conditions of Tendering' document.
- d) **Cover Letter** - the cover letter attached to the Invitation to Tender Document.
- e) **Goods and/or Services** - everything purchased by IPPFAR under the contract.
- f) **Invitation to Tender** - the Tender Documents, these Conditions, IPPFAR's Terms and Conditions of Purchase.
- g) **IPPFAR** - International Planned Parenthood Federation Africa Region, a charitable organization registered in the Republic of Kenya
- h) **Primary Manufactures** - are defined as a company that performs all the manufacturing and fabricating operations needed to produce goods in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labelling and quality testing
- i) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by IPPFAR to the Supplier, or specifically produced by the Supplier for IPPFAR, in connection with the tender.
- j) **Supplier** - the party which provides Goods and/or Services to IPPFAR
- k) **Tender documents** - the Cover letter, Terms of Reference (Annex I), Terms and Conditions of Tendering, (Annex II), Bidders Responses Document (Annex III), Pricing Proposal (Annex IV) and Countries of Registration (Annex V).

2. The Contract/Framework Agreement

The contract awarded shall be for the supply of goods and/or services as set out in the Terms of Reference Annex I. IPPFAR reserves the right to undertake a formal review of the contract/framework agreement after 12 months.

3. Eligible Bidders

This bid is open to primary manufacturers, who are registered in the country where they produce, or their authorized representatives. A bid may be submitted by an authorized agent for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer authorizing the designated agent to bid solely for and on behalf of the primary manufacturer.

3. Non-Eligible Bidders

Bids will not be accepted from a supplier unless they can confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates

4. Cost of Bid

The bidder shall bear all costs associated with the preparation and submission of the bid, and IPPFAR shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

5. Clarifications of Tender Documents

A prospective bidder requiring any clarification on the Tender Documents must be in writing and addressed to the person identified in the Cover Letter. Any requests for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. IPPFAR shall respond in writing to any questions submitted by a Bidder.

6. Amendments of the Tender Documents

At any time prior to the deadline for submission of Bids, IPPFAR may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by amendment.

All prospective bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. In order to give prospective bidders reasonable time to take the amendments into account in preparing their proposals, IPPFAR, may at its discretion, extend the deadline for the submission of proposals.

7. Language of the Bid

The bid prepared by the Bidder and all correspondence and documents relating to the bid shall be written in English.

8. Bid Currency and Prices

All prices shall be quoted in US dollars or any other convertible currency. The bidder shall indicate on the appropriate Price Schedule the unit prices (where

applicable) and total bid price of the goods or services it proposes to supply under the contract.

Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services breakdown into itemized prices.

Tendered prices must be shown as both inclusive and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

9. Validity of Bid

The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by IPPFAR. A proposal valid for a shorter period may be rejected by IPPFAR on the grounds that it is non-responsive. IPPFAR may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

10. Partial Bids

Partial bids are allowed under this tender. IPPFAR reserves the right to select and accept a part of parts of any bid.

11. Technical and Financial Bids

A bid shall consist of two parts:

- The **Technical and Commercial Bid** shall be prepared in accordance to Annex III: Bidder response document.
- The **Financial Bid** shall be prepared in accordance to Annex IV: Pricing Model Schedule of the bidding document.

12. Deadline for Submission of Bids/Late Bids

Bids must be delivered to the office on or before the Closing Date and time specified in Invitation to tender and Terms of Reference (ANNEX I).

IPPFAR may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified to all Bidders before the expiration of the original period.

Any bid received by IPPFAR after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

13. Modification and Withdrawal of Bids

If the bidder wishes to propose modifications to the tender (which may provide a better way of achieving IPPFAR's Specification) these may, at IPPFAR's discretion, be considered as an alternative bid. The Bidder must make any Alternative Bid in a separate letter to accompany the Tender.

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by IPPFAR prior to the deadline for submission. No Bid may be modified after passing of the deadline for submission of bids.

14. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, IPPFAR may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by IPPFAR.

15. Inspection of premises

If required, the bidder shall permit IPPFAR representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production/service provision and shall provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

16. Award Procedure

IPPFAR Tender Committee will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

Awards are made to Bidder(s) that the Tender Committee believe offer the 'best value for money' based on the evaluation of the Bidders responses and supporting documentation as specified in the Terms of Reference (Annex I), Bidder Response Document (Annex II), Pricing Proposal (Annex IV) and Countries of Registration (Annex V).

IPPF is under no obligation to award the contract:

- To the Bidder offering the lowest price; or
- to any of the Bidders if IPPFAR do not believe they compile with requirements, or find that either the pricing proposal or the commercial terms are not acceptable.

17. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract and all associated documentation and any other information relating to IPPFAR's employees, servants, officers, partners or its business or affairs (the "Confidential Information") as confidential. All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by IPPFAR by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without IPPFAR's prior written consent, for any purpose except that of tendering for business from IPPFAR;
- not disclose the Confidential Information to third parties without IPPFAR's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to IPPFAR;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;

18. Conflict of interest/non-Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of IPPFAR which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between IPPFAR if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than IPPFAR the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
- Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the IPPFAR to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this invitation to tender.

Annex III

Annex III - BIDDER RESPONSE TENDER REF:

Please provide information against each requirement.

Additional rows can be inserted for all questions as necessary.

Bidder's general business details

Organisation Name:				
Contact Name:				
Phone:		Fax:		
Email:		Parent company (if applicable):		
Principle Address:	Registered Address:		Payment Address:	
Registration number:				
Tax number:				
Country of Registration:				
Year of Registration:				
Annual turnover:				
Type of Organisation	Private	Public Ltd	Non for profit	Other, please specify
Type of Organisation:	Manufacture	Wholesaler	Trader	Other: please specify
Primary products and services provided by your organisation?				
Please list your employees that will be involved with IPPFAR, one employee should be the key point of contact for IPPFAR				
Name		Name		
Job Title		Job Title		
Telephone Number:		Telephone Number:		
Email:		Email:		

Role for IPPFAR	Role for IPPFAR
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1. Please provide details of your five largest customers, and indicate how much they contributed to your turnover over the past year:

Client	% Contribution to annual turnover

2. Please provide details of at least 2 client references which IPPFAR may contact who your organization has provided similar products and services to those outlined in this tender. (preferably NGOs):

Client	Contact	Phone number, email address	Date of service	Details of contract

3. Does your company have 3rd party liability insurance?

Yes No

If yes please outline the maximum value of cover that your insurance provides

.....

Specifications

4. Detail the product you are intending to supply.

Product

Quality

5. What quality standards does your organisation adhere to? Please include quality standards.

.....

6. What warranties and guarantees can you offer as part of this contract?

.....

7. Please outline your company process for managing complaints/concerns in the event that an issue is raised regarding a product you have supplied.

.....

8. Should products fail to pass inspection or testing upon receipt or during use, will your company cover the costs of replacement such products, free of charge to IPPFAR, and pay all relevant transportation costs?

Yes No

9. If you have to recall the Products due to issues relating to quality of the Products will your company cover the costs of returning or destroying the products and replacing them? Yes No

.....

.....

10. In the past 12 months, have you received any complaints from customers about quality of product or service from your organisation?

Yes No

If yes, please identify the customer(s), complaint and corrective action that you have undertaken:

Bidder capacity and lead-times

11. Do you own production facilities?

Yes No

If yes, please detail below.

Product/service	Location(s) of facilities
<i>[insert name of product]</i>	
<i>[insert name of product]</i>	
<i>[insert name of product]</i>	
<i>[insert name of product]</i>	

12. Will you be acting as a distributor for other manufacturers or use any sub-contractors to fulfil any of the requirements of this contract?

Yes No

If yes, give details of relevant manufacturers and sub-contractors used and which operation they would carry out for this contract:

Product/service	Manufacturer/ sub-contractor name	Location	Which activities?
<i>[insert name of product]</i>			
<i>[insert name of product]</i>			
<i>[insert name of product]</i>			
<i>[insert name of product]</i>			

13. How do you assess your subcontractors in terms of quality, competitiveness, ethical standards and capacity to supply?

.....

14. Please indicate which products you manufacture to order or supply from stock, if you manufacture to order please indicate minimum order levels if applicable

Product/service	Manufacture to order / stock	Minimum order level
<i>insert name of product]</i>		
<i>[insert name of product]</i>		
<i>[insert name of product]</i>		
<i>[insert name of product]</i>		

15. Do any of your production facilities have any shutdown periods during the year?

Yes No

If yes, please provide details of when and how this may impact on ability to meet lead-times mentioned above.

Service and Delivery

16. Please confirm the lead times that you will commit to under this an agreement with IPPFARO?

Activity	Number of hours
Lead time for making a quote:	
Lead time for confirming an order, including confirmation of delivery schedule:	
Lead time from order placed until dispatch for products in stock	
Lead time from order placed until dispatch for products not in stock:	
Please indicate if there is a maximum order volume for which this lead time applies:	

17. In the past 12 months, have any circumstances prevented you from achieving these lead times?

Yes No

If yes, please detail what these circumstances were and the effect on your capacity and lead times:

.....

18. What are your standard working hours?

.....

19. Are you able to organise export and freight for these products?

Yes No

If yes, please indicate if there are any countries, where your products are registered that you would not be able to freight items to and why.

.....

20. Are you willing or able to export to multiple destinations per order if required? Yes No

If yes, please outline any constraints or additional charges which may be applied.

.....
21. What Incoterms can you provide products and freight on: please circle which terms you can offer?

ExW	FCA	CPT	CFR	CIP	CIF	DAT	DAP	DDP
-----	-----	-----	-----	-----	-----	-----	-----	-----

22. Do you charge freight at cost? Yes No

If no please explain how costs of freight are charged:

.....
23. What logistics systems (i.e. computer tracking) do you have in place which can follow up on the status of orders placed?

.....
24. What afterhours services/ cover do you provide in the event of an emergency?

.....
25. Does your company use any of the following KPI's to monitor its customer service, if yes please provide details of your current service levels?

On-time in full (number of orders delivered on time in full) _____ %	Yes / No
Order fill rate (number of orders complete in one shipment) _____ %	Yes / No
Number of perfect orders (order without error) _____ %	Yes / No

26. Do you use any other KPI's to monitor customer services, than those listed above?

Yes No

If yes please provide details of KPI, levels reached and frequency of monitoring.

.....
Pricing proposal

27. Please complete the Pricing Proposal, Annex V and indicate the prices you are offering to IPPF as part of this contract, including the currency. Please refer to specification for details of what must be included. Note: Prices must be inclusive of all applicable taxes.

28. Do you have you minimum order quantities or values? Yes No

If yes, please outline what these are:

.....

29. Do you offer any volume discounts? Yes No

If yes, please indicate what the discounts are and how they would be applied to IPPF

.....

30. Are there any additional costs related to the supply of these products that is not included on your pricing proposal?

Yes No

If yes, please outline what these costs are:

.....

31. Can you fix these prices for 2 years? Yes No

If not, please provide details of how long they will remain fixed?

.....

32. If prices cannot be fixed for 2 years, please specify factors that would affect the price and indicate how changes in these factors would affect the price of the stated products:

.....

33. Do you have any price reduction strategies in place for these products/services? Yes No

If yes, please outline how these will be achieved and saving will be passed on to IPPFAR.

.....

General

34. What other unique selling points can your organisation provide compared to your competitors?

.....

35. Detail any benefits or additional services your organisation can offer IPPFAR as part of the contract:

.....

36. IPPFAR anticipates selection of the winning tender by 30th November 2017 with the operation to be implemented by 1st January 2018. Please document for us your proposed implementation schedule to guarantee effective supply is in place as soon as possible.

A Confirmation of Bidder's compliance

Tender reference:

We, the Bidder, hereby confirm compliance with:

- The Conditions of Tendering

The following documents and items are included in our bid:

- Completed Bidder response document (Annex III)
- Completed Pricing proposal (Annex IV)
- Completed Country/Territory of Registration (Annex V)
- Copy of last 2 year's audited financial reports
- Copy of relevant ISO certification

The Undersigned, having read the Invitation Tender hereby offers to supply the goods or services specified in the tender at the price or prices quoted and subject to the Terms and Conditions set out or specified in the tender documents

We understand that IPPFAR are not bound to accept any Bid they may receive.

Acceptance by the Bidder:

Signature:

Name:

Title:

Company:

Postal Address

Telephone No.

Fax No.

Email address

Date:

Annex IV

Tender Ref:		Supplier Name	Date:
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Prices must be valid for 90 days from Close date

Prices to be submitted in US dollars

Line item	Product/service	Unit of Measure	Minimum order quantities	0-5,000 Gross		5,001-10,000 Gross		10,000-50,000 Gross		Other volume discounts	Lead time in weeks
				Price per gross/US \$	Lead time in weeks	Price per gross	Lead time in weeks	Price per gross	Lead time in weeks	Price per gross	
1											
2											
3											
4											
5											
6											

If the volume discounts your company offer work on different volumes please indicate under other volumes, additional columns can be added if required.

* Prices to be valid for 90 days from the Closing date of the tender

** Prices to include all taxes, packing, labeling, documentation and related costs in preparing goods for shipment

If there are other costs related to the supply of these goods that are not included in the prices indicated above then please outline them here. Provide full description of costs with details of when and how they will be applied.

Annex IV - Pricing Proposal

