**REQUEST FOR PROPOSAL#034**

**SUPPLY MOTOR VEHICLE ASSESSING SERVICES**

in support of

ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (EGPAF)

**(NAIROBI OFFICE)**

**Firm Deadline: 19th October 2018**

**BACKGROUND**

Elizabeth Glaser Pediatric AIDS Foundation (EGPAF), a non-profit organization, is the world leader in the fight to eliminate pediatric AIDS. Our mission is to prevent pediatric HIV infection and to eliminate pediatric AIDS through research, advocacy, and prevention and treatment programs. For more information, please visit <http://www.pedaids.org>.

**PURPOSE**

EGPAF Kenya wishes to enter into professional Contracts for provision of with a Company or individual for provision of Motor assessing services of the Foundations Fleet vehicle located in Homabay, Nairobi, Westpokot and Kisumu.The Foundation will issue a **Fixed Price** Contract with an option of two years to the successful bidder offering a Best Value proposal.

**SCOPE OF WORK**

* Assess the damage and liability for motor vehicle accidents
* Issuance of repair authority to motor repairers
* Preparation of motor assessment reports
* Advise on the estimated cost of repairs
* Re-inspection of vehicles upon repairs
* Issuance of release letters to repairers
* Supervision of external motor assessors
* Review external assessors assessment report to save the company on repair expenditure
* Vetting of motor repairers and garages
* Handle customer enquiries and complaints relating to motor accident repairs
* Dispose salvaged vehicles
* Undertake valuation on motor vehicles
* Perform any other duties as may be assigned from time to time.

**CONTRACTOR DELIVERABLES**

* Motor assessment report including estimated cost of repairs
* Repair authority notes
* Release letter- to the garage upon approval of repair works by the Country Director
* Repairs vetting report-Upon confirmation by the garage has completed the repairs
* Valuation reports for all fleet vehicle annually for insurance cover renewals
* Disposal justification for any qualifying vehicle

**MINIMUM REQUIREMENTS:**

1. Provide a Copy of Kenyan Registration Certificate or Certificate of Incorporation
2. VAT certificate and PIN certificate
3. Provide Copy of valid Tax Compliance Certificate
4. The individual/or company staff to be assigned this task must have a training in Automotive Engineering .Provide a Bachelor’s Degree and additional relevant specialization.
5. At least 5 years’ experience in motor vehicle assessment
6. Provide Motor Assessor Association of Kenya membership number
7. Provide Valid License Insurance regulatory Authority

**KEY CONTRACT TERMS:**

The anticipated contract type is as basic ordering contract with firm fixed price purchase orders issued under the contract*.*  Unless stated otherwise in the statement of the work, the Contractor is responsible for providing equipment and/or supplies required to perform the services.

All deliverables provided to the Foundation must be furnished for the use of the Foundation without royalty or any additional fees.

All Materials will be owned exclusively by the Foundation.  Contractor will not use or allow the use of the Materials for any purpose other than Contractor’s performance of the Contract without the prior written consent of the Foundation.

**EVALUATION CRITERIA REQUIREMENTS:**

The Foundation will accept the quotation that presents the **Best value proposal**. For any quote to be considered as responsive, it should first of all meet the technical specifications

**Criteria**

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| --- | --- | --- |
| **Evaluation Criteria** | **Submission Requirements** | **Weight** |
| 1.Technical Proposal | i.) Attach the company profile or individual profile, stating the number of years of experience in this specific service | 30% |
| 2. Past performance | Organization contacts and email (3 references on a letter head) of organizations where you have performed similar services in the past 2 years | 20% |
| 3. Total fixed price | Cost Proposal for the scope (inclusive of all applicable taxes). N/B We shall withhold 3% of the contractual fees and remit to the Kenya Revenue Authority | 50% |
| **Total** | **100%** | |

**Submission Requirement**

Proposals must be submitted via email to [nairobiprocurement@pedaids.org](mailto:nairobiprocurement@pedaids.org) no later than **19th October 2018** **on or before 2.00pm** and must include the following information.

* Provide the requested information in the criteria section above

All applicants are required to be registered and authorized to perform the scope of work by the market regulator. A copy of valid registration must be submitted with each quotation.

**PROPOSED TIMELINE:**

**DATE: 8/10/2018** – Release of RFP

**DATE: 08th – 12th October 2018** – Submission of Contractual and Technical Inquiries: The questions must be forwarded to [nairobiprocurement@pedaids.org](mailto:nairobiprocurement@pedaids.org).

**No phone calls please**

**DATE: 19th October 2018** – Submission of completed proposals electronically through [nairobiprocurement@pedaids.org](mailto:nairobiprocurement@pedaids.org) on or **before 2.00 p.m**.

**Please note it is our best intent to comply with the above timeline but unavoidable delays may occur.**

**ADDITIONAL INFORMATION**

**All quotations must be identified by the unique RFP# reflected on the first page of this document. Failure to comply with this requirement may result in non-consideration of your quotation.**

Any Quotation not addressing each of the foregoing items could be considered non-responsive. Any exceptions to the requirements or terms of the RFP must be noted in the Quotation. The Foundation reserves the right to consider any exceptions to the RFP to be non-responsive.

Late Quotations will be rejected without being considered.

This RFP is not an offer to enter into agreement with any party, but rather a request to receive Quotations from persons interested in providing the services outlined below. Such Quotations shall be considered and treated by the Foundation as offers to enter into an agreement. The Foundation reserves the right to reject all Quotations, in whole or in part, enter into negotiations with any party, and/or award multiple contracts.

The Foundation shall not be obligated for the payment of any sums whatsoever to any recipient of this RFP until and unless a written contract between the parties is executed.

Upon placement of an order, the vendor will provide the services within a specified timeframe. Rates/prices provided in the submitted quote will be captured in the Contract and fixed for the duration of the contract. Each Purchase Order placed under the Contract shall state the service requested, the location(s) to which the service is required, the specific timeframe within which the Purchase Order should be completed, and a fixed-price for the service. Each individual Purchase Order will become a legally binding contract when it has been formally signed by the Foundation and received by the Vendor.

**Key Solicitation Terms and Conditions**

The following terms and conditions apply to all Requests for Proposals (RFPs) and, unless otherwise stated in the final agreement executed by both parties, all contracts issued by the Foundation. Preference will be given to vendors who can meet Foundation terms.

1. Participation in this solicitation is open to all legal vendors. These terms refer to all nationals and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law and having their statutory office, central administration or principal place of business. A legal entity, company, or partnership having only its statutory office must be engaged in an activity which has an effective and continuous link with the economy.
2. These terms apply to all bidders and any contractors or members of a consortium. To be eligible for participation in the tender procedure, bidders must prove to the satisfaction of EGPAF that they comply with the necessary legal, commercial, technical and financial requirement and are able to carry out the resulting contract effectively.
3. All applicants are required to be registered and comply with all the laws of doing business in the applicable country where services will be rendered. The Foundation may, at its discretion, require the presumed winner of the procurement to provide a copy of a valid registration certificate and/or tax compliance (i.e. VAT) prior to awarding of the final contract. Failure to provide this information at that time may automatically disqualify a Vendor from selection.
4. All quotations and/or communications should be identified by the unique RFP Reference Number reflected on the first page of the solicitation document. Failure to comply with this requirement may result in non-consideration of your submission.
5. Any quotations not addressing each of the submission requirements listed in the solicitation may be considered non-responsive and disqualify the applicant from final selection. Any exceptions to the requirements or terms of the RFP must be noted in the final submission. The Foundation reserves the right to consider any exceptions to be non-responsive.
6. All quotes should be valid for a minimum of 90 days.
7. The Foundation shall not be obligated for the payment of any sums whatsoever to any recipient of the solicitation until and unless a written contract between the parties is executed.
8. No extra charges of any kind will be allowed unless specifically agreed to by the Foundation in writing.
9. Unless otherwise specified in the final contract, full payment will be made by the Foundation to the Vendor within 30 days of receipt of invoice from the Vendor and either delivery of goods or completion of required deliverable. If applicable, within this 30 day period, the Foundation will inspect the commodities or services performed to verify the acceptable receipt of goods/services as promised by the submitted quote or notify the Vendor of any problems with the goods/services that were not caused by the Foundation's negligence or misuse. If the goods/services provided to the Foundation are deemed unacceptable or fail to meet any of the conditions or specifications described in the submitted quote, the Foundation will have the opportunity to cancel the order without penalty and receive full payment for any potential costs already incurred and paid to the Vendor.
10. The goods/services will be provided at the selected Supplier's premises unless otherwise requested and authorized by the Foundation. Payment will be made via check or electronic transfer.
11. Upon selection and execution of a final contract, Vendor will deliver the goods and/or services within a specified timeframe captured in the agreement.
12. Should the agreed delivery date not be met in the case of fault of the Vendor, the Foundation shall be entitled to demand payment of late delivery penalties amounting to (1%) of the value of the resulting contract and up to a maximum amount of (5%) of the entire value of the resulting contract. The Foundation will also have the right to cancel an order without penalty and receive full payment for any potential costs already incurred and paid to the Vendor.
13. All items or deliverables provided to the Foundation must be furnished for the use of the Foundation without royalties or any additional fees.
14. All items or materials will be owned exclusively by the Foundation.
15. EGPAF reserves the right to terminate the final contract should the selected bidder be unable to fulfill its expected obligations.
16. By submitting a bid, all vendors certify that the person(s) involved in the preparation and collation of quotes were or are in no way associated or have any Conflict of Interests with the initial preparation of the solicitation, the tender documentation, or the subsequent evaluation, assessment, analysis, management, and decision-making process of this tender.

Equal Opportunity Notice.  The Elizabeth Glaser Pediatric AIDS Foundation is an Equal Employment Opportunity employer and represents that all qualified bidders will receive consideration without regard to race, color, religion, sex, or national origin.

**ETHICAL BEHAVIOR:**

EGPAF shall use its best endeavours to ensure that funds provided under this tender does not provide direct or indirect support or resources to organizations and individuals associated with terrorism, promote or advocate the legalization or practice of prostitution or sex trafficking and assistance to drug traffickers. If, during the course of this tender, EGPAF discovers any link whatsoever with any organization or individual associated with any or all of these, they shall be excluded or disqualified from the tendering process.

As a core value to help achieve our mission, the Foundation embraces a culture of honesty, integrity, and ethical business practices and expects its business partners to do the same. Specifically, our procurement processes are fair and open and allow all vendors/consultants equal opportunity to win our business. We will not tolerate fraud or corruption, including kickbacks, bribes, undisclosed familial or close personal relationships between vendors and Foundation employees, or other unethical practices. If you experience of suspect unethical behavior by a Foundation employee, please contact our Fraud Investigations team at [fraud@pedaids.org](mailto:fraud@pedaids.org) or the Foundation’s Ethics Hotline at [www.reportlineweb.com/PedAids/](http://www.reportlineweb.com/PedAids/) Any vendor/consultant who attempts to engage, or engages, in corrupt practices with the Foundation will have their disqualified and will not be solicited for future work.