



OFFICE OF THE WHO REPRESENTATIVE FOR KENYA
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Provision of Courier Services

Request for Proposals

Bid Reference: 2019/WR/040

Issue Date: 20 November 2019

Closing Date: 13 December 2019

The World Health Organization (WHO) is seeking offers for the provision of local courier services and wishes to enter into a long-term agreement (LTA) with suitable Contractors. Your institution is invited to submit a proposal for the services in response to this Request for Proposals (RFP). The contract is expected to run for a period of two years renewable, subject to provision of satisfactory services.

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1. Requirements

The required services will be provided by established institutions in the courier industry. The selected Contractor(s) will be required to ensure and maintain a high level of service and professionalism in the execution of the assignment. The courier work will include documents, parcels, packages, materials and/or shipments. The Contractor(s) will be required to provide the following broad services within the Country:

- i. To provide nationwide distribution of specimen collection containers, with specific focus on the counties/towns listed in Annex 3.
- ii. To provide local courier services on an ad hoc basis, including delivery of letters, parcels and printed materials.

The work is seasonal and there is no guarantee of a minimum caseload at any given season. The Contractor(s) should have the following basic qualifications and experience:

- Shall be an established institution in the courier industry, with proof of mandatory legal requirements in accordance with industry regulations and the Government of Kenya laws.
- Shall have the entire necessary infrastructure to provide national courier services.
- Shall have established mechanisms to guarantee safety of the items and/or materials.
- Shall have established mechanisms to collect materials from the designated points in Nairobi and deliver to the counties, including handling the return logistics when required.
- Shall have an established tracking system for all courier services.
- Shall have established mechanisms to deliver supplies to the security-risk zones, including airlifting and/or collaborating with airfreight service providers when required.
- Shall have all the necessary equipment and facilities as well as experienced English and Kiswahili-language speaking and professionally trained staff.

Please refer to the Terms of Reference in Annex 1 for complete information.

Bidders should follow the instructions set forth below in the submission of their proposal to WHO

2. Proposal and Company Profile

The proposal and all correspondence and documents relating thereto shall be prepared and submitted in English language. The proposal should be concisely presented and structured to include the information listed in Annex 2.

For verification and security purposes, a site visit may be scheduled to ensure that the Contractor(s) meet these requirements. Proof of sound financial status maybe required. WHO attests that all documentation received, including financial documentation, will be handled with utmost confidentiality and only for the sole purpose of this RFP process.

3. Instructions to Bidders

Bidders should follow the instructions set forth in this RFP in the submission of their proposal to WHO.

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than nine working days prior to the closing date for the submission of offers:

Email for submissions of all queries: afkenwr@who.int using the Bid reference 2019/WR/040 in subject line.

A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP.

From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

The bidder shall submit, in writing, the complete proposal to WHO, no later than 13th December 2019 at 13:00 hours Nairobi time (“the closing date”), using the same email address: afkenwr@who.int and using the Bid reference 2019/WR/040 in the subject line. The proposal should be addressed to Office of the WHO Representative to Kenya; United Nations Complex in Gigiri; Block-U Level Three; P.O. Box 45335 – 00100, Nairobi, Kenya; Telephone +254 722 509403.

If you prefer to hand deliver your proposal, please forward the following details of the assigned person to afkenwr@who.int at least two days prior to the intended visit – name, national identity card number or passport number, telephone number, vehicle/motor cycle registration number and date of delivery. The details are required to facilitate entry clearance at the main gate.

To be complete, a proposal shall include:

- A technical proposal, as described under Annex 2;
- A financial proposal, as described under Annex 3;
- Annex 5, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: 2019/WR/040

WHO may, at its own discretion, extend the closing date for the submission of proposals by notifying all bidders thereof in writing before the above closing date and time.

Any proposal received by WHO after the closing date for submission of proposals may be rejected. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time..

The bidder may withdraw its proposal any time after the proposal's submission and before the above-mentioned closing date, provided that written notice of the withdrawal is received by WHO at the email address indicated above, before the closing date for submission of proposals.

No proposal may be modified after its submission, unless WHO has issued an amendment to the RFP allowing such modifications.

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal accordingly.

All bidders must adhere to the UN Supplier Code of Conduct, which is available at the following link: https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/2014/February%202014/conduct_english.pdf , and should submit a signed Self-Declaration Form (see attached Annex 5).

4. Evaluation

Before conducting the technical and financial evaluation of the proposals received, WHO will perform a preliminary examination of these proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting (based on a weighting covering technical and financial aspects):

Technical Weighting:	50 % of total evaluation
Financial Weighting:	50 % of total evaluation

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of

the project concerned, due consideration being given to WHO's general principles, including the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

5. Award

WHO reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- d) Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not oblige WHO to contract for the performance of any work, nor for the supply of any products or services.

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions

provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 4.

Any and all of the contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

The proposed payment schedule is 100% after completion of required services on case by case basis, and on presentation of an invoice, giving a maximum 30-days credit period. Invoices must be submitted with supporting documentation, including but not limited to waybills.

We look forward to receiving your response to this RFP.

Annex 1: Terms of Reference

The Contractor(s) should have the following qualifications and experience:

Basic Requirements

- Shall be a duly registered Company in the courier industry with proof of all mandatory legal requirements in accordance with the industry regulations and the Kenya Government laws (attach proof).
- Shall be an established institution in the courier industry with proven track record in rendering similar services for a minimum of five years
- Shall have the entire necessary infrastructure to provide national courier services.
- Shall have established mechanisms to guarantee safety of the items and/or materials.
- Shall have established mechanisms to collect materials from the designated points in Nairobi and deliver to the counties, including the return logistics when required.
- Shall have established mechanisms to deliver supplies to the security-risk areas, including airlifting and/or collaborating with freight service providers when required.
- Shall have an established tracking system for all courier services.
- Shall provide all stationery requirements including but not limited to Waybills, and all secondary packaging materials when required.
- Shall have all the necessary equipment and facilities as well as experienced English-language speaking and professionally trained staff.
- The institution shall assign an account executive as focal point to deal with all matters concerning the management of the contract.
- The institution shall provide contact details of the person(s) to whom further correspondence must be sent, including name, position, email address and phone number

Scope of Services

The scope of the assignment broadly covers the following two areas:

- i. Provision of nationwide distribution of specimen collection containers, with specific focus on the towns listed in Annex 2.
- ii. To provide local courier services on an ad hoc basis, including delivery of parcels, documents and printed materials,

Proposed Contract Period

The contract is expected to run for a period of two years, renewable subject to provision of satisfactory services.

Annex 2: Basic Information to be included in the Institution Profile

Name	
County	
Physical address	
Core business function(s)	
Capacity – Areas of operation	
Date of establishment/Years in business	
General work experience	
Brief description of processing a courier parcel including documentation involved.	
Security measures in place including parcel tracking	
Key clients, including reference letters where available	
Any other documentation including but not limited to the statutory legislation document - Company Certificate of Incorporation; Tax Compliance Certificate; Industry Certification	
In addition, the firms will be expected to use environmentally friendly materials and comply with the local and global environmental regulations	

Annex 3: Price Schedule

Using the table below, kindly indicate the pricing schedule for transporting a five-kilogramme package to the listed towns (central location).

In addition, you are requested to specify and attach a current rate card if your costing is rate-card based. Where available, the rate card will be used as a reference point for contractual engagement.

	Town/County Headquarters	Cost - KES	Duration – from collection point in Nairobi (Ministry of Health, Kenyatta National Hospital/NASCOP grounds) to the indicated location/town
1	Baringo		
2	Bomet		
3	Bungoma		
4	Busia		
5	Embu		
6	Garissa		
7	Homa Bay		
8	Isiolo		
9	Kajiado		
10	Kakamega		
11	Kericho		
12	Kiambu		
13	Kilifi		
14	Kirinyaga		
15	Kisii		
16	Kisumu		
17	Kitui		
18	Kwale		
19	Laikipia		
20	Machakos		
21	Makueni		
22	Mandera		
23	Marsabit		
24	Meru		
25	Migori		
26	Mombasa		
27	Murang'a		
28	Nakuru		
29	Nandi		
30	Narok		
31	Nyamira		
32	Nyandarua		
33	Nyeri		
34	Samburu		
35	Siaya		

	Town/County Headquarters	Cost - KES	Duration – from collection point in Nairobi (Ministry of Health, Kenyatta National Hospital/NASCOP grounds) to the indicated location/town
36	Taita Taveta		
37	Tana River		
38	Tharaka Nithi		
39	Trans Nzoia		
40	Turkana		
41	Uasin Gishu		
42	Vihiga		
43	Wajir		
44	West Pokot		

Note

- i. Rates to be submitted in Kenya Shilling (KES).
- ii. A detailed cost breakdown must be included.
- iii. All pricing must be shown inclusive of all taxes, and **excluding VAT**.
- iv. All pricing assumptions or unknown costs must be clearly documented.

Annex 4: Contractual Provisions

Within 30 days of receipt of the contract between WHO and the successful bidder (the “Contract”), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth below (with the successful bidder referred to below as the “Contractor”):

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below).

In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other persons engaged by the Contractor to perform any services under the Contract.

Without limiting the foregoing, the Contractor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Contractor becomes aware.

For purposes of the Contract, the term “WHO Policies” means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; (iii) the WHO Code of Conduct for responsible Research; (iv) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (v) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

2. **Zero tolerance for sexual exploitation and abuse.** WHO has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein:

(i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the contractor becomes aware; and

(ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes

not to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

4 **Anti-Terrorism and UN Sanctions; Fraud and Corruption.** The Contractor warrants for the entire duration of the Contract that:

- i. it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- ii. it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract; and
- iii. the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

5. **Breach of essential terms.** The Contractor acknowledges and agrees that each of the provisions of paragraphs 1, 2, 3 and 4 above constitutes an essential term of the Contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or
- ii. exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

6. **Use of WHO Name and Emblem.** Without WHO's prior written approval, the Contractor shall not, in any statement or material of an advertising or promotional nature, refer to the Contract or the Contractor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

7. **Assurances regarding procurement.** If the option for payment of a maximum amount applies, to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

8. **Audit.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract.

The Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

- i. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
- ii. reasonable access to the Contractor's premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Contractor to provide complementary information about the work performed under the Contract that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Contract.

9. **Publication of Contract.** Subject to considerations of confidentiality, WHO may acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Contractor's name and country of incorporation, general information with respect to the work described herein and the Contract value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of the Contract.

Annex 5: Self Declaration Form

Applicable to Private and Public Companies

..... (the “Company”) hereby declares to the World Health Organization (WHO) that:

- a. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;
- c. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
- d. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
- e. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
- f. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
- g. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- h. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
- i. it adheres to the UN Supplier Code of Conduct.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

Entity Name:	
Mailing Address:	
Name and Title of Duly Authorized Representative(s):	
Signature:	
Date:	