



East Africa Trade and Investment Hub

Request for Quotation (RFQ)

RFQ-NAI-0098

Supply of Newspapers, Journals and Magazines

Issue Date: 24, August 2016

WARNING: Prospective Bidders, who have received this document from a source other than the East Africa Trade and Investment Hub, should immediately contact ProcurementTIH@dai.com and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Bidder who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted by email.

1. Synopsis of the Request for Quotation

DAI, implementer of the USAID funded East Africa Trade and investment Hub (EATIH), invites qualified vendors to submit quotations for the Supply of Newspapers, Journals and Magazines.

1. RFQ No.	RFQ-NAI-0098
2. Title	Supply of Newspapers, Journals and Magazines
3. Issuing Office Email Address for Submission of Quotes	ProcurementTIHINBOX@eatradehub.org
4. Point of Contact for question	ProcurementTIH@eatradehub.org
5. Issue Date	Wednesday, August 24, 2016, 5.00pm East Africa Time.
6. Deadline for Submission of questions.	Monday, August 29, 2016, 12.00pm East Africa Time.
7. Deadline for answering questions	Wednesday, August 31, 2016, 5.00pm East Africa Time.
8. Deadline for Receipt of Quotes.	Tuesday, September 6, 2016, 11.59pm East Africa Time.
9. Anticipated Award Type	<p>Blanket Purchase Order (BPA).</p> <ul style="list-style-type: none"> • A Blanket Purchase Agreement (BPA) is a master ordering agreement that establishes unit prices for a category of goods that will be procured on a recurring basis over a fixed period of time. Individual purchase orders (releases) are issued against the BPA for specific quantities as needed. A BPA places a limit on the total dollar value which may be procured within a specified period of time. A BPA does not commit or guarantee that the project will spend any amount under the agreement, but rather a simplified method of filling anticipated repetitive needs from qualified sources. Offerors are expected to include all costs, direct and indirect, into their total proposed unit prices and fix (guarantee) the prices over the stated period of performance, not to be adjusted unless the subcontract is modified or the period of performance of the BPA expires. • One or more BPAs will be issued as a result of this solicitation. The duration of the BPA is estimated to be 18 months. BPA will specify the general terms and conditions of procurement, but will not have any value. Individual orders will be placed through Release Orders (ROs) issued periodically throughout the validity period of the BPA. • Issuance of this RFQ in no way obligates DAI to award a subcontract or purchase order and Bidders will not be reimbursed for any costs associated with the preparation of their quote.
10. Basis for Award	An award will be made to the responsible bidder whose bid is responsive to the terms of the RFQ and is most advantageous to DAI, considering price or/and other factors included in the RFQ. To be considered for award, bidders must meet the requirements identified in Section 13, "Determination of Responsibility". No discussions or negotiations are permitted with bidders, and therefore bidders shall submit their best and final price.

2. Instructions to Bidders

<p>1. General Instructions to Bidders</p>	<ul style="list-style-type: none"> • Deadline for Receipt of Quotes is Tuesday, September 6, 2016, 11.59pm East Africa Time. Late offers will be rejected except under extraordinary circumstances at DAI's discretion. • Bidders shall submit quotes electronically via ProcurementTIH@eatradehub.org • Include a statement that the vendor fully understands that their quote must be valid for a period of 60 days • Bidders shall sign and date their quotation. • Bidders shall complete Attachment A: Price Schedule template.
<p>2. Questions Regarding the RFQ</p>	<ul style="list-style-type: none"> • Each Bidder is responsible for reading very carefully and understanding fully the terms and conditions of this RFQ. • All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email to the Issuing Office no later than the date specified above. • All questions received will be compiled and answered in writing and distributed to all interested Bidders via email.
<p>3. Mandatory Technical Specifications and requirements for Technical Acceptability</p>	<p>The following documents should be submitted electronically via ProcurementTIHINBOX@eatradehub.org along with the quotation:</p> <ul style="list-style-type: none"> • Brief company profile • Relevant company registration/ certifications copy • Valid Tax Compliance Certificate, and PIN copy • Letter from references for similar assignments/ work done in the past (to list past assignments use the format in attachment C below) • Quotation should be in accordance with the scope of work indicated in the RFQ
<p>4. Determination of Responsibility</p>	<p>DAI will not enter into any type of agreement with a vendor prior to ensuring the vendor's responsibility. When assessing a vendor's responsibility, the following factors are taken into consideration:</p> <ul style="list-style-type: none"> • Provide copies of the required business licenses to operate in the host country. • Evidence of a DUNS number (explained below and instructions contained in the Annex).- applicable to contracts above US \$ 25,000 • The source, origin and nationality of the services are not from a Prohibited Country (explained below). • Ability to comply with required or proposed delivery or performance schedules.
<p>5. Geographic Code</p>	<ul style="list-style-type: none"> • Under the authorized geographic code for its contract with USAID DAI may only procure goods and services from countries classed under Geographic Code 935: Goods and services from any area or country including the cooperating country, but excluding Prohibited Countries. • DAI must verify the source, nationality and origin, of goods and services and ensure (to the fullest extent possible) that DAI does not procure any services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries.

	<p>The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.</p> <ul style="list-style-type: none"> • By submitting a quote in response to this RFQ, Bidders confirm that they are not violating the Source and Nationality requirements and that the services comply with the Geographic Code and the exclusions for prohibited countries.
<p>6. Data Universal Numbering System (DUNS)</p>	<p>All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$25,000 and above are required to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Bidders sign the self-certification statement if the Bidder claims exemption for this reason. For those required to obtain a DUNS number, you may request Attachment C: Instructions for Obtaining a DUNS Number. For those not required to obtain a DUNS number, you may request Attachment D: Self-Certification for Exemption from DUNS Requirement</p>
<p>7. Compliance with Terms and Conditions</p>	<p>Bidder shall be aware of the general terms and conditions for an award resulting from this RFQ. The selected Bidder shall comply with all Representations and Certifications of Compliance listed in Attachment B.</p>
<p>8. Procurement Ethics</p>	<p>By submitting an Bidder, Bidders certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Bidders or the DAI staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via email to FPI_hotline@dai.com.</p>

1.0 Attachment A: Scope of Work

- Supply and delivery of Newspaper, Magazine and Journals on need basis
- Supplies should be timely and in good condition at time of delivery.
Good condition means:
 - Correct date
 - New and unused
 - All pages are in order
 - No document/pages should be missing
 - Quality of the print should be as per the expected market standard
 - Weekly Magazine journals and Newspaper should be delivered at the beginning of the weeks as per the date indicated on the print
 - Monthly Magazine journals and Newspaper should be delivered at the beginning of the Month as per the date indicated on the print

Period of performance

The period of performance is anticipated to be 18 Months from the date of contract.

2.0 Attachment B: Submission of Price Schedule

Provision of Newspaper, Journals and Magazine				
Entry	Item	Firm	Category	Unit Price (KSH)
1	The Daily Nation	Nation Media Group	Daily	
2	The Business Daily	Nation Media Group	Daily	
3	The East African	Nation Media Group	Weekly	
4	The Standard	Standard Group	Daily	
5	The Economist	The Economists Newspaper Ltd	Weekly	
6	Africa Review Magazine	Alain Charles Publishing Ltd.	Monthly	

NB:

1. Currency: Quotes are to be submitted in Kenya Shillings, Please also indicate all applicable statutory taxes or levies separately and provide your terms

2. It is important to note that Value Added Tax (VAT) shall be included in the budget on a separate line, and the total cost, inclusive of VAT, will be indicated. These services are eligible for VAT exemption under the DAI prime contract with USAID. The Offeror will bill DAI including VAT on the invoice, upon which will seek VAT exemption. DAI will seek VAT exemption from the government per each Invoice and Electronic Tax Receipt (ETR) provided after successful completion of the assignment tasks and deliverables. DAI will provide the successful Offeror with VAT exemption documentation upon receipt of the documents, for repayment of the VAT portion back to DAI

Global LLC. However, the offeror is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

3.0 Attachment C: Quotation Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: East Africa Trade and Investment Hub (TIH) Project

Development Alternatives, Inc.

We, the undersigned, provide the attached request for quotation information in accordance with **RFQ-NAI-0098** issued on August 24, 2016.

We understand that you may cancel the bidding process at any time and that you are neither bound to accept any application that you may receive nor to invite the applicants to bid for the contract subject of this request for quotation, without incurring any liability to the Applicants.

I certify our acceptance of EATIH payment terms if awarded. Further, we accept TIH VAT exempt status, and understand that the project will provide VAT exempt documentation upon award. We will bill DAI including VAT on the invoice, upon which DAI will seek VAT exemption. DAI will seek VAT exemption from the government per each Invoice and Electronic Tax Receipt (ETR) we provide after successful completion of the assignment. DAI will provide us with VAT exemption documentation upon receipt of the documents, for repayment of the VAT portion back to DAI. We are responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

We understand that DAI is not bound to accept any quotation it receives.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: [Click here to enter text.](#)

Name of Firm: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

4.0 Attachment D: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children,

supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.

5. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
6. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAII with a disclosure statement describing this information.
7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
8. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
9. Labor Laws – The Bidder certifies that it is in compliance with all labor laws..
10. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
11. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a quote, bidders agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.