



**Elizabeth Glaser
Pediatric AIDS Foundation**
Fighting for an AIDS-free generation

REQUEST FOR PROPOSALS (RFP)

4WD MOTOR VEHICLE PROCUREMENT (x 4)

in support of

ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (EGPAF)

FIRM DEADLINE: March 23, 2021 at 05hPM to email procurementmz@pedaids.org

BACKGROUND

The 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/SCOPE OF WORK

With funding from the United States Government's Center for Disease Control and Prevention (CDC) for its ESCALA project, the EGPAF Mozambique office now invites potential bidders for the supply of 4 Motor Vehicles:

Table 1: List of Requested Goods

#	Item and Detailed Specifications	Unit	Initial Quantity	Estimated Option Quantity	Period of Option Quantity
1	Motor Vehicles (for specifications PLEASE REFER TO ATTACHMENT A BELOW)	Each	4	6	Up to Dec 2021

All vendors must submit a quote for **four (4) initial quantity** for motor vehicles which meets the minimum required specifications listed in Attachment A of this RFP. Failure to meet ALL the minimum required specifications may disqualify a bidder from selection.

Terms on Option Quantity

The Foundation may purchase more quantities than the unit(s) specified above in the next months. It is assumed that the prices quoted shall **remain fixed** during the initial contract period but should there be a price change, then the maximum percentage rate with which those prices will increase will need to be stated (for example, the prices in the attached quote will increase no more than 1.5% for the next order(s) should the Foundation wish to exercise this option).

This will be included in the final Purchase Order. If unable to provide a priced option at this time or should any of the goods/services offered by the vendor become unavailable, or unavailable at the unit rate originally proposed, the contractor will inform EGPAF of any changes in prices prior to the exercise of an option. Pricing shall otherwise remain fixed at the originally agreed-upon price and mutually agreed upon by both parties via an amendment to the original Purchase Order.

Upon placement of an order, the vendor will deliver the goods/service within a specified timeframe. Failure to deliver within agreed time frame will result in cancellation of the contract. Each Order placed by the Foundation shall state the items to be purchased, the location to which the items should be delivered, specify the timeframe within which the Order should be completed, and a fixed-price for the items to be purchased (including delivery costs). Each individual Order will become a legally binding contract when it has been formally signed by the Foundation and received by the Vendor.

ATTACHMENT A: Minimum Preferred Specifications

Specifications	
Purpose	All-road terrain (Suitable for tarred, gravel roads, rugged terrain)
Year of Manufacture/Model/Make	2019 or later
Body Type	Station Wagon
Number of seats	At least 10 seats
Number of doors	5 doors
Fuel Type	Diesel
Engine Capacity	Range 2900-4000cc
Fuel System	Please indicate
Min. Ground Clearance (mm.)	High enough to be suitable for gravel, off-road and rugged terrain (please indicate the min ground level and whether it is appropriate for the given terrain)
Max. Power [kW(PS)/rpm]	Please indicate
Max. Power MT (Nm/rpm)	Please indicate
Fuel Tank Capacity (l.)	Minimum 90 liters
Steering System	Rack & Pinion with Power Steering
Tyre Size	Please indicate
Spare Wheel/Tire	Spare wheel required
Transmission	4 x 4-wheel drive plus diff lock) Differential Manual Transmission, floor mounted Five forward gears plus reverse, with synchromesh on all forward gears Limited slip function fitted on rear diff only 5 speed transmission with high and low transfer case
Brakes	Hydraulic front disc and rear drum brakes Mechanical parking brake operating on transmission or rear wheels ABS braking system Brake system load sensing, proportioning and bypass
Windows	Power/electric windows
Multimedia	CD/AM/FM Radio, USB and Audio Speakers
Additional required features	<ul style="list-style-type: none"> Power steering

	<ul style="list-style-type: none"> • Safety belts with warning buzzers • Lockable glove box/ compartment • Air Conditioning • Air bags for driver and front passengers
After sales services	The supplier must have an authorized agent/ dealer in Mozambique to cater for repairs and spare parts or indicate what arrangements he will put in place in case he is awarded the contract
Pre-delivery	Pre Delivery Inspection shall be undertaken by the inspection of the manufacturer's authorized dealer or representative in Mozambique. This shall include the provision of all indication marks, reflectors etc, required under the Laws of Mozambique
Warranty	Full warranty of minimum of 24 months/100,000kms whichever comes first
Service availability	Vendor and/or Manufacturer should be able to provide immediate service (including ability to make available necessary parts and maintenance) to the vehicle when needed in the following locations: Maputo, Gaza and Inhambane if required by the Foundation
Payment	100% payment up to 30 days after the delivery of vehicles.
Miscellaneous/ equipment	<ul style="list-style-type: none"> 1 Manufacturers approved jack and tool kit 1 Two reflector red warning triangles 1 Owner's manual in English 1 One full size spare wheel and tyre secured by a lockable device outside the vehicle

EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

The Foundation will accept the quotation from the qualified vendors that is the **BEST VALUE** (i.e. the vendor that provides the most economically advantageous goods and service to the Foundation).

Each submitted and complete application will be evaluated based on the below criteria. Please submit or include with your application for each Evaluation Criteria anything that will help the Foundation fully evaluate the Supplier on each individual criteria.

Evaluation Criteria	Submission/Evaluation Requirements	Weight
Meets Minimum Required Specifications for Vendor	All applicants are required to be registered and comply with all the laws of doing business in Mozambique. 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	Pass/Fail
Meets Preferred Specifications for Vehicles	Bidder's Confirmation of Specifications (see Attachment C, Form A). Please see Attachment A for the minimum preferred specifications for the four 4) vehicles requested. Failure to meet these specifications may disqualify a bidder	Pass/Fail
Price	A Valid Quote and/or Price Schedule (see Attachment C, Form B), including rates for options (see "Additional Information" section, below).	50%
Vehicle Features	<ul style="list-style-type: none"> > A description or pamphlet/brochure describing the distinct features of the vehicles quoted by the proposed Vendor. The evaluation will be based on features described in the document. > technical features as described in Attachment A (and detailed in Bidder's completion of <i>Attachment C, Form A</i>, if applicable). 	20%
Terms of Sale & After-Sales Service Package	<ul style="list-style-type: none"> > Payment terms-full payment will be done after delivery > Availability and delivery timeline for vehicles > Warranty period against manufacturer defects: Full warranty of minimum of 24 months/100,000kms whichever comes first > Availability of after sale service options in/around Mozambique > Network of service points in Mozambique incl. Maputo, Gaza & Inhambane 	30%

TOTAL: 100%

Prices for the requested goods/services should include all associated fees (such as duties, customs, or shipping fees) and taxes (including VAT, if applicable), but priced as a separate line item in the submitted quote. It will be assumed that all quotes will be inclusive of all applicable fees, duties, or taxes if the bidder fails to separate out these costs. Prices quoted by the Bidder shall be firm and fixed during the Bidder's performance of the final Contract and not subject to variation on any account.

Failure to provide any of the above Submission Requirements may be considered non-responsive and disqualify the applicant from final selection.

Completed submission documents must be delivered to: procurementmz@pedaids.org ;

The deadline for submission is **23 March 2021 at 05:00 pm**. Any late submissions may be disqualified from selection.

PROPOSED TIMELINE

Date	Activity
12 March 2021	Release of RFP and publicly posted on the Foundation's website at http://www.pedaids.org/pages/contracting-opportunities .
17 March, 2021	Deadline for submission of inquiries related to this RFP directed to Email to: procurementmz@pedaids.org and all questions must clearly identified with the RFQ number indicate the unique RFP number indicated at the top of this RFQ (i.e. RFQ #S00XXX). No phone calls please.
19 March, 2021	Response to all inquiries released and posted publicly on the Foundation's website at http://www.pedaids.org/pages/contracting-opportunities .
23 March, 2021	Deadline for Quotation submission.
02 April, 2021	Final decision announced and Bidder notified
09 April, 2021	Purchase Order confirmed and vehicle ready for delivery, MRA clearance in process.

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

ADDITIONAL INFORMATION

Price shall be quoted in **Mozambican Metical**. Price for the supplies must be duty free. Prices quoted by the Bidder shall be firm and fixed during the Bidder's performance of the Purchase Order and not subject to variation on any account.

Transport/distribution costs of the goods to the required site must be included in the quotation. If not included in the quote, quoted price will be assumed to be inclusive of such costs.

No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

As part of the application of Decree 66/2017 of 23 November, EGPAF uses this correspondence to inform Your Excellency that from 1 October 2020, all proposals and / or invoices from You for the project Supporting the sustainable implementation of HIV and TB Services for Epidemic Control in Mozambique under PEPFAR, they must strictly comply with the following criteria:

- The invoice and quotation must clearly separate the cost of goods and services from the cost of VAT;
- The invoice and quotation must not mention the phrase "VAT included";
- The invoice and quotation must be issued in national currency and in the Portuguese language;
- Only on the first submission of the invoice, it must be accompanied by:

- i) Permit or Certificate of activity;
- ii) Discharge from the INSS;

iii) Discharge from the Ministry of Economy and Finance

After approval of the VAT certificate of the invoice by the General Tax Directorate (Direcção Geral de Impostos), EGPAF will deliver it to you, for the purpose of submitting the VAT declaration in the following period, in accordance with the tax regime to which you apply subject yourself.

KEY CONTRACT TERMS

The following Terms of Reference apply to all Requests for Quotations (RFQ) or Requests for Proposals (RFP) 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. Any exceptions to the requirements or terms of the solicitation must be noted in the submission.

- 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) EGPAF shall use its best endeavours to ensure that funds provided under this tender do not provide direct or indirect support or resources to organizations and individuals that are associated with terrorism, promote or advocate the legalization or practice of prostitution or sex trafficking, or provide 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.
- 5) 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.
- 6) All quotations, proposals, and/or communications should be identified by the unique RFQ or 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.

- 7) Any quotations or proposals 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 RFQ or RFP must be noted in the final submission. The Foundation reserves the right to consider any exceptions to be non-responsive.
- 8) Late submissions may not be considered.
- 9) All proposals and/or quotes should be valid for a minimum of 90 days.
- 10) The RFQ or RFP is not an offer to enter into agreement with any party, but rather a request to receive quotations/proposals from person(s) interested in providing the goods/services outlined in the released solicitation document. Such submissions shall be considered and treated by the Foundation as offers to enter into an agreement.
- 11) The Foundation reserves the right to reject all submissions, in whole or in part, enter into negotiations with any party, and/or award multiple contracts.
- 12) 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.
- 13) If requested in the original solicitation document, prices for the goods/services must include any duties or taxes, including VAT if applicable, but priced as a separate line item in the submitted quote. It will be assumed that all quotes will be inclusive of all applicable fees and taxes if the bidder fails to separate out these costs. Prices quoted by the Bidder shall be firm and fixed during the Bidder's performance of the final Contract and not subject to variation on any account.
- 14) Transport/distribution costs of the goods/services to the required site(s) must be included in the quotation. If not included in the quote, the quoted prices submitted will be assumed to be inclusive of such costs.
- 15) No extra charges of any kind will be allowed unless specifically agreed to by the Foundation in writing.
- 16) 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 days 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.
- 17) 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. Upon selection and execution of a final contract, Vendor will deliver the goods and/or services within a specified timeframe captured in the agreement.

- 18) 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.
- 19) All items or deliverables provided to the Foundation must be furnished for the use of the Foundation without royalties or any additional fees.
- 20) All items or materials will be owned exclusively by the Foundation.
- 21) EGPAF reserves the right to terminate the final contract should the selected bidder be unable to fulfill its expected obligations.
- 22) By submitting a bid, all vendors certify that the person(s) involved in the preparation and collation of the proposal and/or 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.
- 23) 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.
- 24) Ethical Behavior. 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. Any vendor or consultant who attempts to engage, or engages, in corrupt practices with the Foundation will have their proposal disqualified and will not be solicited for future work.

ATTACHMENT B: PURCHASE ORDER TERMS AND CONDITIONS

- 1) AUTHORIZED SIGNATURE AND ACCPETANCE.** This Order is the Foundations offer to the Vendor. This Order will only become legally binding when all required signatures have been obtained. The Vendor accepts this Order and any amendments by signing the acceptance copy and returning it to the Foundation promptly. However, even without such written acknowledgment, the Vendors full or partial performance under this Order binds the Vendor to comply with all the terms and conditions of this Order, which includes any supplements to it, and all specifications and other documents referred to in this Order.
- 2) ORDER OF PRECEDENCE.** In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order: (i) Body of the Order; (ii) Attachment A. Terms and Conditions; (iii) Attachment C. Donor Terms, if applicable; (iv) Attachment B. Final Scope/Budget or Quote; (v) Attachment D. Other Additional Attachments, if applicable.
- 3) PRICES.** All prices are firm unless otherwise agreed to by the Foundation in writing.
- 4) ADDITIONAL CHARGES.** No additional charges of any kind will be allowed unless specifically agreed to by the Foundation in advance and in writing.
- 5) OWNERSHIP OF DELIVERABLES/WARRANTIES.** All Deliverables will be owned exclusively by the Foundation. Vendor will not use or allow the use of the Deliverables for any purpose other than Vendor's performance of the services without the prior written consent of the Foundation. Vendor represents and warrants that Vendor owns all right, title, and interest in all Intellectual Property (IP) created or provided by Vendor to the Foundation in performance of this Order, and such IP does not and will not infringe any patent, copyright, trade secret, trademark, right of privacy, or any other right of any third party.
- 6) AGREEMENT AND MODIFICATION.** This Order, including all Attachments, shall constitute the entire agreement between the Parties, and no obligations not written in the agreement are binding upon them. No alteration of any of the provisions shall be binding, unless in writing and signed by the Foundation.
- 7) SUBCONTRACTING.** Vendor shall not subcontract nor delegate performance called for under this Order without prior written consent of the Foundation.
- 8) FORCE MAJEURE.** Any delay or failure of either party to perform its obligations hereunder shall be excused if caused by an event or occurrence beyond the reasonable control of the party and without its fault provided that written notice of such delay shall be given by the affected party to the other party within ten (10) days of the event or occurrence. During the period of such delay by the Vendor, the Foundation may buy services from other sources and reduce its fees to the Vendor without liability to the Foundation, or have Vendor provide the services from other sources at the price set forth in this order.
- 9) DELIVERY.** Except as hereinafter provided, delivery shall be made in accordance with the time stated on this Order and the Foundation reserves the right to cancel the order if delivery is not made as specified. If the Vendor has reason to believe that deliveries will not be made as requested in the Foundation's Order, the Vendor shall provide written notice setting forth the cause and period of the anticipated delay.

- 10) SHIPPING TERMS.** Where applicable, unless otherwise specified in the Body of the Order, the shipping terms shall be delivered to the Foundation Duty Paid. The Vendor shall deliver the goods to the Foundation at the specified delivery destination. The Vendor shall bear all costs and risks of moving the goods to the delivery destination, including the payment of any Customs duties and taxes.
- 11) INSPECTION AND ACCEPTANCE.** All goods and services shall be subject to inspection by the Foundation prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery. Failure to immediately detect defects by inspection will not relieve the Vendor from its responsibility to provide acceptable and non-defective goods or services. At the Foundations option, if goods or services do not conform to the requirements of this Order, the Foundation may (1) return the nonconforming goods or services to the Vendor for a refund or credit, (2) require the Vendor to replace the nonconforming goods or services, or (3) require the Vendor to repair the nonconforming goods or services so that they meet the requirements.
- 12) DEFAULT.** The Foundation may by written notice terminate all or any part of this Order if the Vendor fails to: (1) Provide the goods or perform the services, with suitable quality, within the time specified on this Order; or (2) Perform any other requirement of this Order and does not cure such failure within ten (10) days after receipt of notice from the Foundation specifying such failure. In all cases of termination for default, the Vendor is not entitled to any compensation for foregone profit, undelivered goods/service, or unacceptable goods/services.
- 13) DISPUTES RESOLUTION.** The Foundation and Vendor agree that they will work together industriously and in a spirit of cooperation to resolve any disputes that may arise. If good faith negotiations between the Parties do not resolve the matter, then the Parties agree to submit any disputes or claims to arbitration. The dispute resolution mechanism will be in accordance with the arbitration law in the country in which the Order is issued. The venue for arbitration shall be the country where the work is performed. Notice of a request for arbitration shall be filed in writing with the other Party and shall be made within reasonable time after the dispute has arisen. Arbitration is the sole and mandatory method of dispute resolution, unless prohibited by local law. The agreement rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable laws in any court having jurisdiction thereof.
- 14) NONDISCLOSURE.** The Vendor expressly agrees not to disclose, copy, or otherwise distribute to any third party, any portion of the content of any document/data received from the Foundation without the Foundations prior written approval.
- 15) LIABILITY FOR INJURY.** The Vendor shall indemnify the Foundation against any liability for all personal injury and/or property damage caused by the services performed by the Vendor.
- 16) NONWAIVER.** The failure of the Foundation to enforce any of the provisions contained in this Order does not waive these provisions, nor does it waive the right of the Foundation to enforce every provision.
- 17) APPLICABLE LAW AND FORUM.** This Order shall be interpreted in accordance with, and shall be governed by the laws of the United States and the laws of the country in which the work is being performed. In case of discrepancy, the local law shall prevail.
- 18) COMPLIANCE WITH LAWS.** Vendor agrees to comply with the provisions of all present and future federal and local law or ordinance and all other rules, and regulations applicable to this Order and its performance. Vendor certifies that neither its firm nor Directors are presently debarred, suspended, or otherwise ineligible

(e.g., listed with an exclusion on [SAM.gov](https://www.sam.gov)) to conduct business.

- 19) REMEDIES.** If the services performed are deemed unacceptable within a reasonable time after delivery to Buyer,
the Buyer shall have the right to reject services and deduct the cost from the Vendor's invoice
- 20) TAXES and LEGAL STATUS.** The Elizabeth Glaser Pediatric AIDS Foundation is a tax exempt 501(c)3 nonprofit organization incorporated in the state of California, United States of America, and the Foundation is registered in the countries where it works. Where necessary and applicable, the Foundation will provide tax and duty exemption documentation to the Vendor.
- 21) U.S. GOVERNMENT REQUIREMENTS.** As applicable, the requirements of 2 CFR 200.326 or 45 CFR 75.335 are incorporated by reference into this Order.
- 22) ETHICAL BEHAVIOR.** 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 or suspect unethical behavior by a Foundation employee, please contact our Fraud Investigations team at fraud@pedaids.org or the Foundation's Ethics Hotline at www.reportlineweb.com/PedAids. Any vendor or consultant who attempts to engage, or engages, in corrupt practices with the Foundation will have their proposal disqualified and will not be solicited for future work.

ATTACHMENT C: Price Schedule

No:	Description of Motor Vehicle	Quantity	Unit Rate	Total Price
1	4WD Double Cabin	1		
2	<i>[insert other fees/ taxes if applicable]</i>			
3				
<i>VAT:</i>				
GRAND TOTAL:				

Our above-mentioned cost includes all cost needed to provide the service as per the requirement of the Technical Specifications attached with this RFQ.

Our Quotation is valid for 90 days from the date of Submission.

Signature:

Name and Title: