



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

REQUEST FOR QUOTE (RFQ) #S059923

ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (EGPAF)

Lilongwe Office

Fourth and Fifth Floor Offices, Gemini House City Centre, Lilongwe, Malawi

Supply and Delivery of Autoclave/sterilizers

FIRM DEADLINE: Wednesday, September 18, 2024

INTRODUCTION

The Elizabeth Glaser Pediatric AIDS Foundation, 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>.

OBJECTIVE OF THE ASSIGNMENT/SCOPE OF WORK

The Foundation currently has an immediate need for the quantities of the respective items listed in Table 1 (below). In recognition of this, a Purchase Order will result from this solicitation.

Table 1: List of Requested Goods/Services

#	Item And Detailed Specifications	Unit	Quantity
1	Autoclave/sterilizers - 40 liters with a temperature display	Each	10

EGPAF now invites eligible vendors to submit competitive quotes for the applicable items listed above. If applicable, each item must meet the minimum required specifications listed in Table 1. Failure to provide a quote for any of the items or meet the minimum required specifications as listed in Table 1 may disqualify a bidder from selection.

EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

The Foundation will accept the quotation from the qualified vendors that is the LOWEST PRICE TECHNICALLY ACCEPTABLE (i.e. the vendor provides the lowest cost for all the selected goods/services that meet all the



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minimum required specifications listed in Table 1). Any exceptions to the specifications, requirements, or terms and conditions of this solicitation must be included in your quote.

Please submit the following Submission Requirements:

- A Valid Quote and/or Price Schedule, including estimated time to delivery for each item and rates for options as applicable.

Prices for the requested goods/services should include all associated Transport/Distribution Fees, Discounts, or Extra Fees, 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 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.

Completed submission packages must be delivered to the Foundation's main office address listed in this solicitation or electronically to: procurementmw@pedaids.org. Bids will be opened at the Foundation's main office upon expiration of the stated submission deadline.

The deadline for submission is: Wednesday, September 18, 2024. **Any late submissions may be disqualified from selection.**

ADDITIONAL INFORMATION

The Foundation will issue a Purchase Order to the selected winner(s) that shall state the items to be purchased, the location to which the items should be delivered, the specific timeframe within which the order should be completed, and a fixed-price for the items to be purchased (including delivery costs). The Purchase Order will become a legally binding contract when it has been formally signed by the Foundation and received by the Vendor. A full list of the Purchase Order Terms and Conditions are included as Attachment A to this RFQ.

KEY SOLICITATION TERMS AND CONDITIONS

The following terms and conditions apply to this solicitation. Preference will be given to bidders who can meet EGPAF terms. Any exceptions to the requirements or terms of the solicitation must be noted in your submission.

1. All submissions 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. Late quotes/proposals may be rejected without being considered.



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2. Participation in this solicitation is open to all legal vendors that are registered and comply with the laws of doing business in the applicable country where services will be rendered. To be eligible for participation in the bidding procedure, bidders must prove to the satisfaction of EGPAF that they comply with necessary legal, commercial, technical, and financial requirements and are able to carry out the resulting work effectively. EGPAF may, at its discretion, require the presumed winner of the procurement to provide a copy of a valid registration certification and/or tax compliance (i.e. VAT) prior to awarding of the final procurement. Failure to provide this information at that time may automatically disqualify a bidder from selection.
3. EGPAF shall use its best endeavors to ensure that funds provided under this solicitation 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 solicitation, 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 bidding process.
4. EGPAF reserves the right to terminate the final contract should the selected bidder be unable to fulfill its expected obligations.
5. By submitting a bid, you certify that the person(s) involved in the preparation and collation of quotes/proposals 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 solicitation.
6. The solicitation is not an offer to enter into agreement with any party, but rather a request to receive proposals or quotations from person(s) interested in providing the goods/services outlined in the released solicitation document. Such submissions shall be considered and treated by EGPAF as offers to enter into an agreement.
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 solicitation must be noted in the final submission. EGPAF reserves the right to consider any exceptions to be non-responsive. EGPAF reserves the right to reject all submissions, in whole or in part, enter into negotiations with any party, and/or award multiple contracts.
8. EGPAF 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.
9. Equal Opportunity Notice. The Elizabeth Glaser Pediatric AIDS EGPAF 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.
10. All items or deliverables provided to EGPAF must be furnished for the use of EGPAF without royalties or any additional fees. All Materials will be owned exclusively by EGPAF. Bidder will not use or allow the use of the Materials for any purpose other than bidder's performance of the Contract without the prior written consent of EGPAF.



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11. **ETHICAL BEHAVIOR:** As a core value to help achieve our mission, EGPAF 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 EGPAF employees, or other unethical practices. If you experience or suspect unethical behavior by an EGPAF employee, please contact our Fraud Investigations team at fraud@pedaids.org or EGPAF's Ethics Hotline at www.reportlineweb.com/PedAids. Any vendor or consultant who attempts to engage, or engages, in corrupt practices with EGPAF will have their bid disqualified and will not be solicited for future work.
12. Unless otherwise specified in the final contract, full payment will be made by EGPAF 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, EGPAF 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 EGPAF's negligence or misuse. If the goods/services provided to EGPAF are deemed unacceptable or fail to meet any of the conditions or specifications described in the submitted quote, EGPAF 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.
13. All quotes should be valid for a minimum of 90 days.
14. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment:** In accordance with Section 889 of the National Defense Authorization Act for Fiscal Year 2019, supplier understands and agrees that if awarded a contract as result of this solicitation, it will not procure or use any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system under the resulting contract. "Covered telecommunications equipment or services" includes telecommunications or video surveillance equipment or services (including, but not limited to, cell phones, security cameras, network switches, and routers) manufactured by or with components from these Chinese companies or their subsidiaries or affiliates: (1) Huawei Technologies Company; (2) ZTE Corporation; (3) Hytera Communications Corporation; (4) Hangzhou Hikvision Digital Technology Company; or (5) Dahua Technology Company. In the event the supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, for performance of this agreement for EGPAF, the supplier will notify EGPAF immediately and will be guided to provide the information required by FAR 52.204-25. The supplier agrees to insert the substance of this clause in all of its subcontracts or purchase orders funded by EGPAF.
15. **Prohibition on the use of Kaspersky Lab.** In accordance with Section 1634 of the National Defense Authorization Act for Fiscal Year 2018, supplier understands and agrees that if awarded a contract as result of this solicitation, it will not provide any "covered article" to EGPAF or use any "covered article" in the development of data or deliverables first produced in the performance of a resulting contract or order. "Covered article" means any hardware, software, or service that: (1) Is developed or provided by a "covered entity"; (2) Includes any hardware,



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software, or service developed or provided in whole or in part by a “covered entity”; or (3) Contains components using any hardware or software developed in whole or in part by a “covered entity”. “Covered entity” means (1) Kaspersky Lab; (2) Any successor entity to Kaspersky Lab; (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or (4) Any entity of which Kaspersky Lab has a majority ownership.

ATTACHMENT A: PURCHASE ORDER TERMS AND CONDITIONS

AUTHORIZED SIGNATURE AND ACCEPTANCE. This Purchase Order is the Foundation’s offer to the Vendor. This Purchase Order will only become legally binding when all required signatures have been obtained. The Vendor accepts this Purchase Order and any amendments by signing the acceptance copy and returning it to the Foundation promptly. However, even without such written acknowledgment, the Vendor’s full or partial performance under this Purchase Order binds the Vendor to comply with all the terms and conditions of this Purchase Order, which includes any supplements to it, and all specifications and other documents referred to in this Purchase Order.

ORDER OF PRECEDENCE. In the event of any inconsistency between any parts of this Purchase Order, the inconsistency shall be resolved by giving precedence in the following order:

1. Body of the Purchase Order
2. Attachment A. Terms and Conditions
3. Attachment C. Donor Terms, if applicable
4. Attachment B. Final Scope/Budget or Quote
5. Attachment D. Other, Additional Attachments, if applicable

PRICES. All prices are firm unless otherwise agreed to by the Foundation in writing.

ADDITIONAL CHARGES. No additional charges of any kind will be allowed unless specifically agreed to by the Foundation in advance and in writing.

OWNERSHIP OF DELIVERABLES/WARRANTIES. All Deliverables will be owned exclusively by the Foundation. The Vendor will not use or allow the use of the Deliverables for any purpose other than the Vendor’s performance of the services without the prior written consent of the Foundation. The Vendor represents and warrants to the Foundation that the Vendor owns all right, title and interest in all Intellectual Property created or provided by the Vendor to the Foundation in performance of this Purchase Order, and such Intellectual Property does not and will not infringe any patent, copyright, trade secret, trademark, right of privacy or any other right of any third party.

AGREEMENT AND MODIFICATION. This Purchase 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.



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SUB-CONTRACTING. The Vendor shall not subcontract nor delegate performance called for under this Purchase Order without the prior written consent of the Foundation.

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.

DELIVERY. Except as hereinafter provided, delivery shall be made in accordance with the time stated on this Purchase Order and the Foundation reserves the right to cancel the order at no cost to the Foundation 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 Purchase Order, the Vendor shall provide written notice setting forth the cause and period of the anticipated delay.

SHIPPING TERMS. Where applicable, unless otherwise specified in the Body of the Purchase Order, the shipping terms shall be Delivered 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, include the payment of Customs duties and taxes.

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 Foundation's option, if goods or services do not conform to the requirements of this Purchase Order, the Foundation may (1) return the non-conforming goods or services to the Vendor for a refund or credit, (2) require the Vendor to replace the non-conforming goods or services, or (3) require the Vendor to repair the non-conforming goods or services so that they meet the requirements.

DEFAULT. The Foundation may by written notice terminate all or any part of this Purchase Order if:

- the Vendor fails to provide the goods or perform the services, with suitable quality, within the time specified, or
- the Vendor fails to perform any other requirement of this Purchase Order and does not cure such failure within ten (10) days after receipt of notice from the Foundation specifying such failure. In cases of termination for default, the Vendor is not entitled to any compensation for foregone profit, undelivered goods/services, or unacceptable goods/services.

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 Purchase



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Order is issued. The venue for arbitration shall be the country where the work is performed. Notice of the request for arbitration shall be filed in writing with the other Party and shall be made within a 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.

For work taking place in the United States and/or work issued to a US-registered organization, such binding arbitration shall be conducted by the Judicial Arbitration & Mediation Services, Inc. ("JAMS") in the District of Columbia, pursuant to JAMS' Comprehensive Arbitration Rules & Procedures or, if the Parties agree, pursuant to JAMS' Streamlined Arbitration Rules & Procedures.

NON-DISCLOSURE. 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 Foundation's prior written approval.

LIABILITY FOR INJURY. The Vendor shall indemnify the Foundation against any liability for all personal injury and property damage caused by the services performed by the Vendor.

NON-WAIVER. The failure of the Foundation to enforce any of the provisions does not waive these provisions nor the right of the Foundation to enforce every provision.

APPLICABLE LAW AND FORUM. This Purchase 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.

COMPLIANCE WITH LAWS. The Vendor agrees to comply with the provisions of all present and future laws, ordinances, and all other rules, and regulations applicable to this Purchase Order and its performance. Vendor certifies that neither its firm or Directors are presently debarred, suspended, or otherwise ineligible (e.g., listed with an exclusion on SAM.gov) to conduct business.

TAXES and LEGAL STATUS. Elizabeth Glaser Pediatric AIDS Foundation is a tax-exempt 501(c)3 non-profit organization incorporated in California, United States of America, and registered in the countries where it works. Where necessary and applicable the Foundation will provide tax and duty exemption documentation to the Vendor.

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. A specific condition of this Purchase Order is for the Vendor to provide all goods/services to the Foundation in an honest and legal manner without any fraud or corruption, including kickbacks, bribes, undisclosed familial or close personal relationships between the vendor and any Foundation employee. Any Vendor who engages in any such prohibited practice will be noncompliant with the terms of this Purchase Order and subject to termination. If you experience or suspect unethical behavior by a Foundation employee, please contact fraud@pedaids.org or the Foundation's Ethics Hotline at www.reportlineweb.com/PedAids.



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LANGUAGE. Purchase Order is written in the English language and translated into another language. Should inconsistencies appear between the English and translated version of this Purchase Order, the English version shall take precedence.