



REQUEST FOR QUOTATIONS (RFQ) #MAL-052019-IT
Procurement of IT Equipment and Supplies

ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (EGPAF)
NED BANK House, City Centre, P.O. Box 2543, Lilongwe, Malawi

FIRM DEADLINE: 24-MAY-2019 AT 5:00pm CAT

INTRODUCTION

Elizabeth Glaser Pediatric AIDS Foundation (“EGPAF” or “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 initial quantities of the respective items listed in Table 1 (below); however, it is anticipated that the Foundation will need to purchase the estimated additional quantities within the estimated timeframe indicated, but the exact needs cannot be determined at this time. In recognition of this, a **Firm Fixed Price Purchase Order with Option Quantities** will result from this solicitation. After the initial order is placed, the Foundation may exercise its option to purchase additional quantities at a fixed option rate proposed by the selected vendor in response to this RFQ and captured in the terms of the initial Purchase Order.

TABLE 1: List of Requested Goods/Services

| # | ITEM and DETAILED SPECIFICATIONS | UNIT | ESTIMATED QTY NEEDED | EST. TIMEFRAME TO EXERCISE OPTION |
|---|--|------|----------------------|-----------------------------------|
| 1 | Laptops ✓ 14-inch LCD, ✓ 6GB RAM ✓ 250SSD/10,000rpm or more ✓ 1920x1080p resolution ✓ Quad Core 2GHz processor ✓ LTE connectivity (Sim Card Tray) ✓ External battery placement (Battery should be accessible without unscrewing back cover) ✓ 6-cell battery (9hrs+ battery life) ✓ Spare battery with minimum of 6 hours ✓ Ubuntu 18 LTS OS | Each | 560 | by 31-Dec-2019 |
| 2 | Spare Laptop Battery | Each | 560 | by 31-Dec-2019 |
| 3 | Computer Locks | Each | 560 | by 31-Dec-2019 |
| 4 | External Hard Drives – 500GB ¹ | Each | 520 | by 31-Dec-2019 |
| 5 | External Hard Drives – 1TB ¹ | Each | 520 | by 31-Dec-2019 |
| 6 | Laptop bags | Each | 560 | by 31-Dec-2019 |

EGPAF now invites eligible vendors to submit competitive quotes for the applicable items listed above. If applicable,

¹ Please note that the Foundation is requesting 2 different sizes of External Hard Drives; however, the Foundation only expects to procure one type in the final order and the one selected will be determined based on the costs. Bidders are encouraged to quote for both types (500GB and 1TB). The final Purchase Order will indicate which of the two (2) External Hard Drive the Foundation has selected.

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 **BEST VALUE** (i.e. the vendor that provides the most economically advantageous goods and service to the Foundation).

Each completed submission 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. If required, representatives from the Foundation may evaluate each potential Supplier by requesting samples of the quoted items and/or performing a site visit before making its final selection.

| Evaluation Criteria | Submission/Evaluation Requirements | Weight |
|-----------------------------------|--|---------------|
| 1) Price | <ul style="list-style-type: none"> ➤ Price Schedule or Quote <ul style="list-style-type: none"> ✓ If applicable, a separate line item independent from the primary financial proposal/quote that indicates the cost for options. For additional guidance on proposed quotes for options, please refer to the “Key Contract Terms” section of this solicitation. ✓ All quotes should include VAT and any other applicable taxes/fees. ✓ Please price as a separate line item the costs of shipping/delivery to Lilongwe, Malawi. | 60% |
| 2) Qualifications of Organization | <ul style="list-style-type: none"> ➤ Most recently completed annual financial or income statement of the Vendor (or other similar evidence) confirming the company’s capital and ability to support a large procurement. ➤ Contact information for a minimum of three (3) references from former customers of the Suppliers with a similar (either in value, scope, or both) purchase to this current request for goods. <ul style="list-style-type: none"> ✓ Please include the name and contact information. References may be contacted to verify Company’s qualifications. ✓ Although not required, bidders are encouraged to provide a copy of the Purchase Order or Contract associated with each reference. ➤ Payment Terms. Although not required, given the large value of this procurement, the Foundation prefers payment be provided after delivery and acceptance of goods. <ul style="list-style-type: none"> ✓ If upfront payment is required, please indicate the Company’s ability to receive a bank guarantee to protect any upfront payments risks of the Foundation. ➤ Proof that Supplier is authorized by Manufacturer to sell/ distribute items proposed in quote (if applicable). | 20% |
| 3) Timeframe for Delivery | <ul style="list-style-type: none"> ➤ Delivery Schedule. <ul style="list-style-type: none"> ✓ Please indicate the amount of time it will take for the items to be delivered after a Purchase Order is issued. ✓ If all items cannot be provided in a single delivery, please indicate the phased delivery schedule for multiple deliveries (clearly outlining the quantity and timeframe needed until each delivery has been completed). ✓ The delivery of the requested items is urgent and penalties will be enforced if delivery is not completed by the agreed-upon delivery date (see <i>Key Contract Terms</i> for additional Information). | 20% |

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

Completed submission packages must be delivered to the Foundation's main office address listed in this solicitation or electronically to procurementmw@pedaids.org.

The deadline for submission is **24-MAY-2019 AT 5:00pm CAT**. Any late submissions may be disqualified from selection.

KEY CONTRACT TERMS

- 1) Each order placed by the Foundation (including the initial Purchase Order) 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). Each individual order will become a legally binding contract when it has been formally signed by the Foundation and received by the Vendor.
- 2) **OPTION RATES.** This RFQ includes a request for *Option* rates and the Foundation will insert an option clause into the initial contract. If the Foundation wishes to exercise its option to purchase additional quantities of certain items in the estimated timeframe proposed, please indicate in your bid either:
 - The fixed prices that will be applied to each additional option item purchased; or
 - The maximum percentage rate with which those prices will increase (for example, "The prices in the attached quote will increase no more than 1.5% during the period with options may choose to be exercised by the Foundation").

If not otherwise specified in the quote, bidder agrees to the firm fixed prices for each option quantity requested in this solicitation. The option rates will be included in the initial contract(s) agreed upon by both parties. If a bidder unable to provide a priced option at this time or should any of the services offered by the vendor become unavailable, or unavailable at the unit rate originally proposed, the contractor will inform EGPAF of those issues prior to the exercise of the next option. Pricing shall otherwise remain fixed at the originally agreed-upon rates.

- 3) **PENALTIES FOR LATE DELIVERY.** Given the urgency of this procurement, the Foundation will be enforcing strict penalties for any Supplier that is unable to deliver the required items as agreed upon by both Parties upon issuance of the final Purchase Order. Should the agreed-upon delivery date(s) not be met in the case of fault of the Vendor or any of its third party partners, 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 (15%) of the entire value of the resulting contract. Penalties will start if delivery has not been completed after five (5) business days of the required Delivery Date and will incrementally increase each day thereafter. If 14 calendar days have passed and delivery still has not been completed, the Foundation will have the right to cancel an order without penalty and receive full repayment for any potential costs already incurred and paid to the Vendor (unless written agreement from the Foundation is authorized for an extended Delivery Due Date). If the selected Supplier only completes partial delivery of the full order promised for a specific Delivery Due Date, penalties will only be enforced on the portion not delivered.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) All applicants should be registered and comply with all the laws of doing business in the applicable country where services will be rendered. A copy of a valid registration certificate and tax compliance (i.e. VAT) may be submitted to the Foundation prior to awarding of the final contract. Failure to provide this information at that time may potentially disqualify a Vendor from selection.
- 8) 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.
- 9) 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.
- 10) Late submissions may not be considered.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) Price for the goods/services must include any duties, 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.
- 15) 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.
- 16) No extra charges of any kind will be allowed unless specifically agreed to by the Foundation in writing.
- 17) Unless otherwise specified in the final contract, full payment will be made by the Foundation to the Vendor

within 30 days of receipt of invoice from the Vendor and either delivery of goods or completion of required deliverable. If applicable, within this 30 day period, the Foundation will inspect the commodities or services performed to verify the acceptable receipt of goods/services as promised by the submitted quote or notify the Vendor of any problems with the goods/services that were not caused by the Foundation's negligence or misuse. If the goods/services provided to the Foundation are deemed unacceptable or fail to meet any of the conditions or specifications described in the submitted quote, the Foundation will have the opportunity to cancel the order without penalty and receive full payment for any potential costs already incurred and paid to the Vendor.

- 18) 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.
- 19) Upon selection and execution of a final contract, Vendor will deliver the goods and/or services within a specified timeframe captured in the agreement.
- 20) All items or deliverables provided to the Foundation must be furnished for the use of the Foundation without royalties or any additional fees.
- 21) All items or materials will be owned exclusively by the Foundation.
- 22) EGPAF reserves the right to terminate the final contract should the selected bidder be unable to fulfill its expected obligations.
- 23) 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.
- 24) **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.
- 25) **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.