



**RE-ADVERTISEMENT!!**

**REQUEST FOR QUOTE (RFQ) #S008306**

**Procurement of Medical/Surgical and Respiratory Masks**

EGPAF Lesotho  
LCA Office Complex, 30 Princess Margaret Road

FIRM DEADLINE: Wednesday, the 7<sup>th</sup> of April 2021 by 5:00 PM

INTRODUCTION

Elizabeth Glaser Pediatric AIDS Foundation (EGPAF) is a USA-based organisation with public health programs around the World. It creates a future of hope for children and families worldwide by eradicating paediatric AIDS, providing care and treatment for people with HIV and AIDS, and accelerating the discovery of new treatments for other serious and life-threatening paediatric illnesses. EGPAF’s work is funded through private donations, PEPFAR (via the US Agency for International Development/USAID and Centers for Disease Control and Prevention/CDC), Unitaid, and others.

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); however, it is anticipated that the Foundation will need to purchase additional quantities in the future, but the exact needs cannot be determined at this time. In recognition of this, a Firm Fixed Price Purchase Order with Options will result from this solicitation. After the initial order is placed, the Foundation may exercise its option to purchase additional quantities of any of the items included in the table below.

#	ITEM	DETAILED SPECIFICATIONS	Quantity	Delivery
(1)	Medical/Surgical Masks	High fluid resistance, good breathability, internal and external faces should be clearly identified, structured design that does not collapse against the mouth (e.g. duckbill, cup shaped) EN 14683 Type IIR performance ASTM F2100 level 2 or level 3 or equivalent; Fluid resistance at minimum 120 mmHg pressure	486,640	23-April-21: (243 320 Surgical Masks

		based on ASTM F1862-07, ISO 22609, or equivalent Breathability: MIL-M-36945C, EN 14683 or equivalent Filtration efficiency: ASTM F2101, EN14683 or equivalent		30-May-21:243 320 Surgical Masks
(2)	Respirator Masks	Good breathability with design that does not collapse against the mouth (e.g. duckbill, cup shaped) N95 (US NIOSH 42 CFR 84),	43 780	23-April-21: 21 890 Respirator Masks  30-May-21:21 890 Respirator Masks

Table 1: List of Requested Goods/Services

- ☐ 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. **Vendors should submit together with certificate from the manufacture as well as certificate of analysis, i.e. indicates that the product has been tested, tests performed on a sample with the results obtained and the acceptance criteria applied, followed by an indication of whether the sample complies with the specification. The analysis should be in line with WHO standard/guidelines.** 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 **LOWEST TECHNICALLY ACCEPTABLE PROPOSALS** (i.e. the vendor that provides the most economically advantageous goods in correct specifications).

#### **MANDATORY REQUIREMENT REGARDING THIS PROCUREMENT**

As this procurement is funded by the United States Government, only vendors who can certify that the items are not, and could not reasonably be expected to be, meant for the United States market (and provide the Foundation with sufficient details to confidently make this determination). The selected vendor(s) will be required to attest to this in writing to the Foundation prior to the issuance of a Contract. **Failure to comply with this requirement will automatically disqualify the Vendor from selection.**

Prices for the requested goods/services should include all associated VAT, 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.

For additional guidance on proposed quotes for options, please refer to the "Additional Information" section of this solicitation.

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: Procurement & Logistics Manager, Elizabeth Glaser Pediatric AIDS Foundation, Lesotho, 30 Princess Margaret Road, LCA Complex, Ground, Maseru, [tenders-ls@pedaids.org](mailto:tenders-ls@pedaids.org).

The deadline for submission is: Wednesday, the 7<sup>th</sup> of April 2021 by 5:00 PM local time. Any late submissions may be disqualified from selection.

#### ADDITIONAL INFORMATION

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:

1. The fixed prices that will be applied to each additional option item purchased; or
2. 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 is 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.

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 2 to this RFQ.

## KEY SOLICITATION TERMS AND CONDITIONS

The following Terms apply to all Requests for Quotations (RFQs) 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 your bid 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.
- 4) 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.
- 5) All quotations and/or communications should be identified by the unique RFQ 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.
- 6) Any quotations 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 must be noted in the final submission. The Foundation reserves the right to consider any exceptions to be non-responsive.
- 7) All quotes should be valid for a minimum of 90 days.

- 8) The RFQ is not an offer to enter into agreement with any party, but rather a request to receive quotations 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.
- 9) 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.
- 10) 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.
- 11) No extra charges of any kind will be allowed unless specifically agreed to by the Foundation in writing.
- 12) 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.
- 13) 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.
- 14) Upon selection and execution of a final contract, Vendor will deliver the goods and/or services within a specified timeframe captured in the agreement.
- 15) 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.
- 16) All items or deliverables provided to the Foundation must be furnished for the use of the Foundation without royalties or any additional fees.
- 17) All items or materials will be owned exclusively by the Foundation.
- 18) EGPAF reserves the right to terminate the final contract should the selected bidder be unable to fulfill its expected obligations.
- 19) By submitting a bid, all vendors certify that the person(s) involved in the preparation and collation of 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.

- 20) **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.
- 21) **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](http://www.reportlineweb.com/PedAids). Any vendor or consultant who attempts to engage, or engages, in corrupt practices with the Foundation will have their bid disqualified and will not be solicited for future work.

**PROPOSED TIMELINE**

Date	Activity
31-March 2021	Release of solicitation and publicly posted on the Foundation’s website at <a href="http://www.pedaids.org/pages/contracting-opportunities">http://www.pedaids.org/pages/contracting-opportunities</a> .
07-April-2021	Deadline for submission.
09-April- 2021	Final decision made, contract executed, and order is placed.

**ATTACHMENT 2: 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 nondefective 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) **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 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) **NON-WAIVER.** 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) to conduct business.
- 19) **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.



- 20) 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.
- 21) 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 via email at [fraud@pedaids.org](mailto:fraud@pedaids.org) or through the Foundation's Ethics Hotline located online at [www.reportlineweb.com/PedAids](http://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.