



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

REQUEST FOR QUOTE (RFQ)

for **SUPPLY & DELIVERY OF MEDICAL SUPPLIES/LABORATORY/SURGICAL INSTRUMENTS & ACCESORIES**

in support of

ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (EGPAF)

Gemini Building, City Centre
P.O. Box 2543, Lilongwe, Malawi

Firm Deadline: Monday, 28 November 2022 at 12pm, Malawi Time

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 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

Please note that the 'Initial Quantity is what is currently required by the Foundation and the 'Optional Quantities' represents the quantities the Foundation may require in future. Please see details regarding option quantities under 'additional information'

#	Item & Detailed Specifications	Unit	Initial Quantity	Optional Quantity	Preferred Shelf
1	Digital Thermometer for temperature monitoring in degrees Celsius	Each	500	200	N/A
2	Wall Thermometers	each	172	100	
3	EDTA Tubes	Each	100	100	Longer expiry beyond 1 year is required
4	Nasal Gastric Tubes Size F8	Each	250	250	N/A
5	Nasal Gastric Tubes Size F6	Each	250	250	



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6	20ml syringes with needles	each	672	600	Longer expiry of at least 2 years
7	10ml syringes with needles	Each	672	600	Longer expiry of at least 2 years
8	N95 Masks (provide picture)	Each	672	500	
9	Disposable Plastic Aprons	P/100	865	400	
10	Latex Examination Gloves, Powdered (Medium)	b/100	430	500	Longer expiry of at least 2 years
11	Sterile/Surgical Gloves Size 7.5	b/50	60	100	Longer expiry of at least 2 years
12	Cotton Wool 500g	each	1500	1000	
13	Surgical Masks 9 (3ply) provide picture	b/50	1230	500	
14	Absorbent Plain Gauze Rolls 90cm x 100	each	814	400	
15	Stainelss Steel Instrument Tray with a lid 12 by 10 inches. Provide picture of the quoted type	each	16	20	
16	Surgical Equipment Trolley 24 by 18 inches. Provide picture of the quoted type.	each	6	20	
17	Sharps disposable containers	each	500	1000	
18	Protective goggles	each	40	20	
19	Self-retaining insulated vaginal speculum (provide a picture)	each	100	50	
20	Insulated vaginal side-wall retractors (provide a picture)	each	100	50	
21	Teishler's punch biopsy forceps (provide a picture)	each	252	100	
22	Biopsy via Labes(provide a picture)	each	303	100	



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23	Hand Sanitizer 100ml (please indicate alcohol content)	each	455	200	Longer expiry of at least 1/2 years
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For all the items, please indicate the actual delivery lead-time as it will be attached to a late delivery penalty clause below.

Note: Penalty Clause- Should the agreed delivery or completion dates not be met due to the fault of the contractor/supplier, the Foundation shall be entitled to demand a payment of late payment penalties amounting to 1% of the value of the late delivery per week of delay up to a maximum amount of 5% of the entire value of the contract.

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 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: malawiprocurements@pedaids.org. Bids will be opened at the Foundation's main office upon expiration of the stated submission deadline.

The deadline for submission is: **Monday, 28 November 2022, 12pm.**



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Date	Activity
18 November 2022	Release of RFQ and publicly posted on the Foundation's website at http://www.pedaids.org/pages/contracting-opportunities
23 November, 2022	Deadline for submission of inquiries related to this RFQ directed to the to: malawiprocurements@pedaids.org No phone calls please.
28 November, 2022	Deadline for Quotation submission.
30 November, 2022	Final decision announced and Bidder notified
1 December, 2022	Purchase Order issued Out.

Any late submissions may be disqualified from selection.

ADDITIONAL INFORMATION

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 Central Warehouse in Lilongwe 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.

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 in the next year, 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").



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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 Terms and Conditions of the final Purchase Order are included as Attachment B 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. 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



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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.

11. 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



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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.

12. 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.



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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 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.



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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.

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.



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