

# REQUEST FOR QUOTE (RFQ)

for **SUPPLY & DELIVERY OF SOLAR POWER BACK-UP/ LOCAL AREA NETWORK/ELECTRICAL/HARDWARE PRODUCTS**

in support of

**ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (EGPAF)**

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

**Firm Deadline: Thursday, 24 November 2022 at 4pm, 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 refer to **Attachment B & C**)**

**Please note that the items listed under Attachment B are meant for Solar Power Back-Up and Local Area Network (LAN) installation.**

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](mailto: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: **Thursday, 24 November 2022, 4pm.**

| <b>Date</b>       | <b>Activity</b>   |
|-------------------|---|
| 15 November 2022  | Release of RFQ 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> |
| 21 November, 2022 | Deadline for submission of inquiries related to this RFQ directed to the to: <a href="mailto:malawiprocurements@pedaids.org">malawiprocurements@pedaids.org</a><br>No phone calls please.     |
| 24 November, 2022 | Deadline for Quotation submission.  |
| 28 November, 2022 | Final decision announced and Bidder notified  |
| 30 November, 2022 | Purchase Order issued Out.  |

**Any late submissions may be disqualified from selection.**

### **ADDITIONAL INFORMATION**

Prices for the requested goods/services should include all associated fees (such as, 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, 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.

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.

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").

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 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 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](mailto:fraud@pedaids.org) or EGPAF'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 EGPAF will have their bid disqualified and will not be solicited for future work.