

REQUEST FOR QUOTATIONS #1862791

EGPAF *Mozambique*
Rua dos Sinais Nº 50/74, Ponta Vermelha
Maputo, Mozambique
Office: (258) 21 488 901/2

Procurement of Goods

FIRM DEADLINE: *04 August 2017*

TERMS OF REFERENCE

BACKGROUND

Elizabeth Glaser Pediatric AIDS Foundation (EGPAF), 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

EGPAF now invites sealed bids from eligible Suppliers for supply of all of the following goods:

- A. 18 units of Single High Density Mobile Filing System, composed of heavy duty material, including manual handle operation to store patient files each unit, delivered, installed and ready to be used in each site.***
- B. 94 000 units of personalized A4 files, each to store individual patient files.***

All vendors must submit a quote for every above-referenced good. Each good must meet the **minimum required specifications listed in Attachment A of this RFQ**. Failure to ably provide ALL the requested good or to meet **ALL the required specifications** will automatically disqualify a bidder from the competition.

VENDOR DELIVERABLES

Vendor will deliver the goods to the Foundation no later than ***15 September 2017***

FOUNDATION RESPONSIBILITIES

Within 3 days after installation of the first ***Single High Density Mobile Filing Unit***, the foundation will inspect and submit formally a letter to the selected Vendor specifying the details to be corrected or formal approval for the installation of the other 17 units.

For all other units, within 10 days upon delivery, the Foundation will inspect the commodities to verify the acceptable receipt of goods as promised by the submitted quote or notify the Vendor of any problems with the goods that were not caused by the Foundation's negligence or misuse. If the goods 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. The Foundation will also ensure to pay the Vendor in a timely manner as agreed in the resulting Purchase Order to the winning bidder.

LOGISTICS

The goods will be delivered to *Health Facilities in Gaza Province in Mozambique*.

Payment will be made via Bank Transfer within 10 days after written confirmation of goods received in good conformity and quality by EGPAF and receipt of the invoice from the vendor.

KEY CONTRACT TERMS

The Foundation will provide a Purchase Order to the winning bidder, supported by a letter of credit if required by the winning bidder. Unless stated otherwise in the Purchase Order, the Vendor is responsible for providing the items captured in the submitted quote.

All items provided to the Foundation must be furnished for the use of the Foundation without any additional fees.

All items will be owned exclusively by the Foundation.

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 Purchase Order and up to a maximum amount of (5%) of the entire value of the Purchase Order. The Foundation will also have the right to cancel the order without penalty and receive full payment for any potential costs already incurred and paid to the Vendor.

A full list of the Terms and Conditions of the final Purchase Order are included as Attachment B to this RFQ.

EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

Participation in this solicitation is open to all legal vendors from Mozambique and South Africa. These terms refer 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.

These rules 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 Purchase Order effectively.

EGPAF shall use its best endeavours to ensure that funds provided under this tender does not provide direct or indirect support or resources to organizations and individuals associated with terrorism, promote or advocate the legalization or practice of prostitution or sex trafficking and 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.

EGPAF reserves the right to terminate the procurement should the selected bidder be unable to fulfill its expected obligations. The full terms and conditions of the procurement will be incorporated within the signed Purchase Order between EGPAF and the selected bidder.

All applicants are required to be registered and comply with all the laws of doing business in the country of *South Africa and/or Mozambique*. A copy of a valid registration certificate and tax compliance (i.e. VAT) must be submitted with each quotation.

Letters of Reference from other organizations attesting to the quality of the Vendor are required and must be submitted with each quotation to confirm the Vendor's ability to supply goods and operate

under exceptional business practices.

The Foundation will accept the quotation from the qualified vendors that is the **BEST VALUE** (i.e. the vendor that provides the best combination of price, quality and terms).

Please submit the following Submission Requirements (if applicable, please use the template FORMS included as Attachment C to this RFQ). Bids will be evaluated according to the criteria in the following table:

Evaluation Criteria	Submission Requirements	Weight of Criteria
1. Unit price of single mobile unit and patient files	1. Price Schedule (see Attachment C, Form B)	30%
2. Technical specifications	2. Bidder's Confirmation of Specifications (see Attachment C, Form C)	30%
3. Guarantee	3. Replacement Form (see Attachment C, Form F)	20%
4. Compliance with our payment terms	4. Certification of acceptance of Foundation payment terms or proposed written alternative terms	10%
5. Realistic and adaptable Installation time frame	5. Provide detailed implementation plan for delivery and installation, including timeframe	10%

In addition, Bidder's must include the following information in their submission package:

- 1) Bid Form (see Attachment C, Form A)
- 2) Signed stamped "Declaration of No Conflict of Interest" (see Attachment C, Form D)
- 3) A signed "Declaration of 1) no support to terrorist individuals or organizations, 2) no support to prostitution activities, and 3) a drug-free workplace as required by USAID" (See Attachment C, Form E)
- 4) Valid Business License
- 5) Registration Certificate of TIN and VAT
- 6) Company Certificate of Registration/Incorporation
- 7) A list of at least two (2) recent major supply Contracts or Purchase Orders of similar nature including the names and addresses of the Buyers for verification. Letters of Reference from at least three (3) reputable organizations confirming your company's prior history with large procurements. Letters can be submitted to the following address:

Rua dos Sinais Nº 50/74 – Ponta Vermelha , Maputo, Mozambique, and Telephone: (258) 21 488 913/2 or by email to: MozProcurementCommittee@pedaids.org

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 Rua dos Sinais nbr 50/74, **Maputo, Mozambique, telephone: (258) 21 488 903/5**. The deadline for submission is **04 August 2017**. Any late submissions may be disqualified from selection.

PROPOSED TIMELINE

Date	Activity
25 July 2017	Release of RFQ to Vendors
26 July 2017	Submission of Intent to Bid submitted, in writing, and directed to the attention of the EGPAF Procurement Committee MozProcurementCommittee@pedaids.org
28 July 2017	Submission of inquiries related to this RFQ directed to: MozProcurementCommittee@pedaids.org and kryan@pedaids.org
01 August 2017	Response to all inquiries released to all proposed bidders.
04 August 2017	Deadline for Quotation submission to the address: Rua dos Sinais N^o 50/74 Ponta Vermelha, Maputo, Mozambique, and Telephone: (258) 21 488 903/5 or by email to: MozProcurementCommittee@pedaids.org
07 August 2017	Review of Quotations and finalist meetings.
10 August 2017	Final decision announced and Bidders notified
14 August 2017	Purchase Order executed and good delivered to Foundation.

Please note it is our best intent to comply with the above timeline but unavoidable delays may occur.

ADDITIONAL INFORMATION

All quotations and communications must be identified by the unique RFQ# **1862791** reflected on the first page of this document. Failure to comply with this requirement may result in non-consideration of your quotation.

Any quotations not addressing each of the foregoing items could be considered non-responsive. Any exceptions to the requirements or terms of the RFQ must be noted in the quotation. The Foundation reserves the right to consider any exceptions to the RFQ to be non-responsive.

Late quotations may not be considered.

This 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 products outlined in this RFQ. Such quotations shall be considered and treated by the Foundation as offers to enter into an agreement. The Foundation reserves the right to reject all quotations, in whole or in part, enter into negotiations with any party, and/or award multiple contracts.

The Foundation shall not be obligated for the payment of any sums whatsoever to any recipient of this RFQ until and unless a written contract between the parties is executed.

Price shall be quoted in *South African Rands or Mozambique metical at daily Banco de Mozambique rate*.

Price for the supplies must include any duties, VAT if applicable, **Delivery duty Paid Incoterm** in

Mozambique and Installation of the mobile filing systems in each site in Gaza Province (Mozambique). 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/Installation 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.

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.

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/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.

ATTACHMENT A: Specifications

Minimum Required Specifications:

Goods/Commodities	Quantity Needed	Mandatory/Required Specifications
<i>High Density Mobile Filing System, composed of heavy duty material, including manual handle operation.</i>	18	Each unit should be composed of: <ul style="list-style-type: none"> ✓ 4 units capacity to store 8000 A4 Medical Personalized files; ✓ 2 units capacity to store 3000 A4 Medical Personalized files; ✓ 4 units capacity to store 6000 A4 Medical Personalized files; ✓ 8 units capacity to store 4000 A4 Medical Personalized files; ✓ The base and the bays should be epoxy coated or metallic component, or any other similar with same resistance. ✓ Each unit should be composed of bays to accommodate the patient files required per each site ✓ Each bay should have a bay identification tray
<i>Personalized A4 files, each to store individual patient files</i>	94 000	<ul style="list-style-type: none"> ✓ Each patient file should handle volume in average of 50, A4 Sheets, 80 gr each ✓ All Patient files should have side tags to be able to insert the patient serial number. ✓ The file should be open from one side only and the side should be the with biggest length side with 324 mm. ✓ The patient file should be done in carton or plastic if harder material better. ✓ All files should be of one single color light yellow.

Single High Density Mobile Filing System, composed of heavy duty material, including manual handle operation and with 6 bays that store an average of 6 000			
	Quantity	Capacity (Number files per Each Filing System)	Total Qty/units of personalized A4 files
1º Group	4	8000	32000
2º Group	2	3000	6000
3º Group	4	6000	24000
4º Group	8	4000	32000
Total	18		94000

Distance to each site for installation:

Unit	Site Installation	Distance in Km from Macia (Gaza Province in Mozambique) one way to each site	Distance in Km from Macia (Gaza Province in Mozambique) two ways
1	Macia	0	0
2	Xai xai city	70	140
3	M.Ngoabi	63	126
4	P. Lumumba	58	116
5	Chalowana	60	120
6	Licilo	40	80
7	Chiaquelane	40	80
8	Chissano	33	66
9	Chibuto	78	156
10	Chicumbane	50	100
11	Manjacazi	120	240
12	Inhacutsi	80	160
13	Chipenhe	45	90
14	Chidenguele	126	252
15	Chibabel	48	96
16	Guija	69	138
17	CHokwe	61	122
18	Urbano	62	124
19	Mabalane	153	306
	Total Km	1256	2512
Distance from Maputo to Macia -> 148 Km one way.			

**Quantity of items ordered is an approximation and is subject to change when final order is placed.*

ATTACHMENT B: TERMS AND CONDITIONS

1. **PRICES.** All prices are firm unless otherwise agreed to by Buyer in writing.
2. **EXTRA CHARGES.** No charges of any kind will be allowed unless specifically agreed to by Buyer in writing.
3. **OWNERSHIP OF DELIVERABLES/WARRANTIES.** All Deliverables will be owned exclusively by the Foundation. The Supplier will not use or allow the use of the Deliverables for any purpose other than Supplier's performance of the services without the prior written consent of the Foundation. Supplier represents and warrants to the Foundation that Supplier owns all right, title and interest in and to all Intellectual property created or provided by Supplier to the Foundation in performance of this Contract, 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.
4. **AGREEMENT AND MODIFICATION.** This Purchase Order 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 Buyer.
5. **SUB-CONTRACTING.** Supplier shall not subcontract nor delegate performance called for under this Purchase Order without the prior written consent of Buyer.
6. **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 Supplier, the Buyer may purchase services from other sources and reduce its fees to Supplier without liability to Buyer, or have Supplier provide the services from other sources at the price set forth in this order.
7. **DELIVERY.** Except as hereinafter provided, delivery shall be made in accordance with the time stated on this Purchase Order and Buyer reserves the right to cancel the order if delivery is not made as specified. When the Supplier has reason to believe that deliveries will not be made as requested in Buyer's Purchase Order, the Supplier shall provide written notice setting forth the cause and period of the anticipated delay.
8. **DEFAULT.** The Buyer may by written notice terminate all or any part of this Purchase Order if:
 - the Supplier fails to provide the goods or perform services within the time specified, or
 - the Supplier 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 Buyer specifying such failure.
9. **DISPUTES RESOLUTION:** The Parties (EGPAF & Supplier) shall use best efforts to settle amicably all differences and disputes arising out of or in connection with this PO or the interpretation thereof in accordance with local law.
10. **NON-DISCLOSURE:** Vendor expressly agrees not to disclose, copy, or otherwise distribute to any third party any portion of the content of any publication required by or received from EGPAF without EGPAF's prior written approval.
11. **LIABILITY FOR INJURY.** Supplier shall indemnify Buyer against any liability for all personal injury and property damage caused by the services performed by Supplier.
12. **NON-WAIVER.** The failure of Buyer to enforce any of the provisions does not waive these provisions nor the right of Buyer to enforce every provision.
13. **APPLICABLE LAW AND FORUM.** This Purchase Order shall be interpreted in accordance with, and shall be governed by the Laws of the Cooperating Country where this Purchase order was issued.
14. **COMPLIANCE WITH LAWS.** Supplier 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 PO and its performance.
15. **REMEDIES.** If the services performed are deemed unacceptable within a reasonable time after delivery to Buyer, the Buyer shall have the right to reject services and deduct the cost from the Supplier's invoice.
16. **TAXES and LEGAL STATUS.** EGPAF is a tax-exempt 501(c)3 non-profit organization.
17. **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 Contract is for the vendor/consultant 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/consultant who engages in any such prohibited practice will be noncompliant with the terms of this Contract and subject to termination. If you experience or suspect unethical behavior by a Foundation employee, please contact the Country Director or the Foundation's Ethics Hotline at www.reportlineweb.com/PedAids.

ATTACHMENT C: SUBMISSION FORMS

FORM A: Bid Form

Date: [insert: **date of bid**]
Vendor Name: [insert: **Vendor Name**]
To: [insert: **Name and address of EGPAF**]

Dear Sir or Madam:

Having examined the Tender Documents, we, the undersigned, offer to supply and deliver the Goods under the above-named Purchase Order in full conformity with the said Bidding Documents for the sum of: [insert: **amount in figures**] ([insert: **amount in words**]).

(Hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Purchase Order. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

Our bid shall remain valid for [insert: **number of days**] days from the final date of submission of tenders and it shall remain binding upon us if accepted by you at any time before the expiration of that period.

Until the formal final Purchase Order is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this [insert: **number**] day of [insert: **month**], [insert: **year**]

Signed: _____

Date: _____

In the capacity of: [insert: **title or position**]

Duly authorized to sign this bid for and on behalf of: [insert: **name of Bidder**]

FORM B: Price Schedule

No:	Description of Good	Quantity	Guaranty Duration	Unit Rate	Total Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
GRAND TOTAL:					

Our above-mentioned cost include all cost needed to provide the service as per the requirement of the Technical Specifications attached with this ITQ.

Our Quotation is valid for 30 days from the date of Submission.

We are attaching herewith the documentary proof in support as authorization for the person signing the quotation.

Signature: _____

Name and Title: _____

Date: _____



FORM C: Bidder's Confirmation of Specifications

Item No.	Description	Bidder's Specifications

By signing below, I confirm that our organization can provide the Foundation all the required goods in this quote per the above specifications.

Signature: _____

Name and Title: _____

Date: _____

FORM D: Declaration of no Conflict of Interest

Request for Quotation (RFQ) No: _____

On behalf of _____ (*insert business or organization name*),
I hereby declare that the person(s) involved in the preparation and collation of our tendered proposals and prices were or are in no way associated with the initial preparation by (Insert as appropriate) or the tender documentation or with the subsequent evaluation, assessment, analysis, management and decision making process of this tender which is referenced above.

I further declare that the following person(s) were involved in the preparation and collation of our tendered proposals and prices:

Signed: _____

Name: _____

Position: _____

Date: _____

For and on behalf of: _____

NOTE: Any false statement above could jeopardize the validity of your tender and any future opportunity to tender to EGPAF.

FORM E:

Declaration of 1) no support to terrorist individuals or organizations, 2) no support to prostitution activities, and 3) a drug-free workplace

Signed declaration relating to Purchase Order for *insert name here*.

By signing this declaration *insert name here*, representing *insert supplier organization here*, confirms that, to the best of her/his knowledge:

- She/He has never, does not, and will not knowingly, provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts;
- She/He has never, does not, and will not knowingly, promote or advocate the legalization or practice of prostitution or sex trafficking;
- She/He has never, does not, and will not knowingly, provide assistance to Drug Traffickers;
- She/He is not citizens of a US Government restricted country (Cuba, Iran, Iraq, Laos, Libya, North Korea, and Syria).

Signed: _____

Name: _____

Title: _____

Date: _____

FORM F: Replacement Form

No.	Requirement of Replacement	Requirement	Proposed replacement time by the Bidder
1	Period (calendar days) for replacement of faulty products/goods	Fourteen calendar days maximum	