

November 14, 2024

## Call for Pre-qualification for vendors and service providers

Subject RFQ #:	Field/217805/ Palladium Group (M) Ltd MWI Pre-qualification 2024/25
RFQ Issue Date:	November 14, 2024
Terms of Reference / Specifications:	See Specifications (Page 3)
Project	Promoting Results and Outcomes through Policy and Economic Levers (PROPEL) Health Malawi
The Company	Palladium Group (M) Ltd. LWI
Country of Performance	Malawi
Closing Date and Time	17:00 pm (Malawi Times) November 29, 2024
Contact Person	Stevelia Banda
Details for Submission	<a href="mailto:PROPELHealth.MalawiProcurements@thepalladiumgroup.com">PROPELHealth.MalawiProcurements@thepalladiumgroup.com</a>

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit your interest for pre-qualification for the Goods or Services listed below.

Please forward your submissions in accordance with the Details for Submission above by the Closing Date and Time. This pre-qualification in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a quote. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

I look forward to your response. If you have any queries, please do not hesitate to contact me by e-mail [PROPELHealth.MalawiProcurements@thepalladiumgroup.com](mailto:PROPELHealth.MalawiProcurements@thepalladiumgroup.com)

Yours sincerely,

Procurement Team  
PROPEL Health, Malawi

## Terms and conditions

### 1. Quote Conditions

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

### 2. Quote Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFQ unless the Company determines to do so otherwise at its sole discretion.

### 3. Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

### 4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

### 5. The Company's Rights

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

### 6. Amendments and Queries

The Company may amend or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

### 7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

### 8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFQ and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFQ and after the completion of the process.

### 9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

### 10. Reference Material

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

### 11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

### 12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

### 13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

### 14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

### 15. Inconsistencies

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFQ; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

### 16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFQ process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFQ) which could give rise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

### 17. Jurisdiction

This RFQ shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFQ or the breach, termination, or invalidity thereof. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFQ or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

## Schedule - Terms of Reference

### Purpose

### Company Information

### The Project

Promoting Results and Outcomes through Policy and Economic Levers (PROPEL) Health is a USAID-funded five-year \$100 million project. PROPEL Health aims to improve the enabling environment for equitable and sustainable health services, supplies, and delivery systems through: (1) policy development and implementation, (2) adequate, predictable, and sustainable health financing, (3) enhanced government stewardship, transparency, and accountability, and (4) use of evidence-based advocacy approaches at global, national, and subnational levels to promote best practices. It focuses on family planning/reproductive health (FP/RH), primary healthcare, and the integration of FP/RH with HIV and maternal and child health (MCH). The project's strategy prioritizes localizing policy, advocacy, financing, and governance (PAFG) leadership, technical assistance, and capacity development to enhance resilience and sustainability.

PROPEL Health invites applications from eligible suppliers/vendors to be pre-qualified for two (2) year for the supply, delivery and provision of various good and services as contained in the table below.

### Type of Contract

The type of contract will be a Bracket Purchase Agreement (BPA). Palladium-PROPEL Health Malawi has the right to issue BPA to more than one company to meet its requirement

### Anticipated Contract Term

The anticipated term of the contract is from January 01, 2025, through September 30, 2026, during which Palladium-PROPEL Health Malawi is only obligated to the extent of actual authorized purchases made under this agreement.

### Timeline of Events:

Date	Time (Malawi Time)	Minimum Specifications/Requirements	Responsible party
November 14, 2024	All day	RFQ launch	PROPEL Health
November 29, 2024	All days	Submission closes. (All proposals received after this time will not be considered)	Interested bidders
December 2 – 6, 2024	All day	Evaluation of submission	PROPEL Health
December 25 -20 2024	All day	Contracting and negotiations	PROPEL Health and Successful bidders

### Scope of Work and Standards:

- Applicants must apply for one category ONLY.

No	Category	Description	Location
1	Stationery and related supplies	Supply of assorted stationery and toners	Lilongwe
2	Catering services	Provision of outdoor catering services (Buffet and refreshments/Teas) within Lilongwe	Lilongwe
3	Hotel services	Provision of accommodation and conference package in the following locations: Lilongwe, Mzuzu, Mponela, Blantyre, Salima, Mangochi	Lilongwe
4	Printing	Provision of huge printing/copying and related services such as: promotional banners, flayers, Ministry of Health registers, policy documents etc.	Lilongwe
5	Car Hiring	Provision of transport services/car hiring for out of Lilongwe field trips, such as districts and rural areas across the country	Lilongwe and Blantyre
6	Taxi Services	Taxi services within Lilongwe including Airport pick and drop	Lilongwe

**Pre-Qualification Criteria:**

All suppliers wishing to be considered for pre-qualification (at minimum) should send their applications which should include the following requirements in their proposals:

- Name(s) and contact details of the business owner/directors(s)
- Comprehensive Company profile with business address, valid phone numbers and email addresses
- Valid MRA Tax Compliance Certificate
- Valid Public Procurement and Disposal of Assets Authority (PPDA) if available
- Registration Certificate of the supplier (Registrar of Companies)
- Addresses of previous clients that may provide references if contacted
- Those registered for SME categories should provide their registration certificates and a copy of their National ID.
- Evidence of access to financial resources (Audited Accounts, Bank Statements or Current Lines of Credit)

- Proof of good performance for the past three years (3 reference letters from reputable organisations or attach copies of LPOs or Contracts awarded)
- Proposed payment terms
- Signed application letter for pre-qualification which includes a declaration that the supplier is not debarred from participating in public procurement in Malawi
- Physical address, contact details (postal, e-mail, phone)
- Any other relevant information to back up the application.

PROPEL Health Malawi requests that interested companies operating in Malawi or have outlets in Malawi to submit their proposal for ONLY one of the of categories listed above. Upon review of the proposals, the company may undertake physical inspection of the business offices/premises as part of Due Diligence. All companies will be required to complete Due Diligence Questionnaire if selected.

### **Evaluation and Award Process:**

PROPEL Health Malawi will assess each submission based on compliance with this Request for Quotation (RFQ) and ability to meet the specified scope of work.

PROPEL Health Malawi reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms with the original submission.

### **PROCUREMENT INTEGRITY AND ETHICS**

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

### **Attachments**

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your proposals, you will certify that you are in agreement with the contract terms and conditions as included in this solicitation that include all aspects of the required compliance with the terms and conditions of the proposed contract.

Appendices and attached include:

- Due diligence form(s)

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your quote is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any quotes pursuant to this RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process.