



REQUEST FOR QUOTATIONS
Providing Medical equipment for 18 health facilities in Aden (Al-Mawaset – Ash Shamayateen).
RFQ NO: YE-634

PART A: COVER PAGE

RFQ No.: YE-634

Issuance Date: May 15, 2023

Submission of RFQ: May 15, 2023

Deadline for Receipt of Quotations: May 29, 2023

Submission to: To be submitted directly in a sealed envelope to our office located in Qahtan Al Shabi cornice area, Abyan Coast, Khor Makser villa number 86.

Request for Quotation for Appliances

John Snow Inc. (JSI) is a global public health organization duly registered by the Ministry of Planning and International Cooperation (MOPIC) as an international organization in Yemen. JSI was operating in the North of Yemen since 1988 supporting health activities. In 2015, because of the war in Yemen JSI suspended its activities as requested by the US government. In 2019, JSI resumed its work in the South of Yemen with the Yemen Systems, Health, and Resiliency Project (SHARP). The organization has a fully-fledged office in Aden which is hosting both international and national staff. JSI is implementing the three-year USAID-funded project in partnership with the National Yemen Midwives Association (NYMA), Search for Common Ground (Search), and the Yemen Family Care Association (YFCA). The program began in September 2019 and is expected to close in September 2023.

JSI is soliciting quotations for providing medical equipment to 18 health facilities in Taiz (AlMawaset and Ash Shmayateen). This procurement is funded by the United States Agency for International Development (USAID) and is subject to all applicable Federal Rules and Regulations and provisions 2CFR200 and 2CFR700.

Please submit your most competitive quotation in accordance with the instructions and product specifications. Any award issued as a result of this RFQ will be subject to all instructions, product specifications, certifications and terms and conditions included in this RFQ. This RFQ document includes the following parts:

PART A: Cover Page

PART B: Instructions

PART C: Product Specifications

PART D: Quotation Form

PART E: Certifications

Attachment A: General Terms & Conditions

JSI is committed to the highest standards of ethics and integrity in procurement. JSI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. JSI also strictly prohibits collusion (bid rigging) between vendors and between vendors and JSI staff. JSI selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to JSI employees. Vendors who do so will be disqualified from doing business with JSI. Additionally, JSI has a conflict of interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor. If at any time your organization has concerns that an employee has violated JSI policy, you may submit a report via JSI's Code of Conduct Helpline at: www.jsi.ethicspoint.com.

PART B: INSTRUCTIONS

A. Definitions:

Offer or: The organization or firm providing quotes for the goods or services requested under this RFQ.

Buyer: John Snow, Inc. - Herein referred to as JSI

B. Submission Deadline

Quotations must be received no later than **May 29, 2023** to our office located in Qahtan Al Shabi cornice area, Abyan Coast, Khor Makser villa number 86.

Please reference the RFQ number **YE-634** in the subject line of your email submission. Quotations received after the submission deadline will be marked late. JSI reserve the right not to consider quotations received after the submission deadline.

C. Questions:

All questions and requests for clarification regarding this RFQ must be submitted via email **sharp_procurement@jsi.com** no later than the deadline on **May 29, 2023**.

D. RFQ Requirements:

General Requirements:

- I. Vendors *can* utilize the format in Part D to provide a fixed price unit cost for each item listed.
- II. Quotations must include, at a minimum, all of requirements and specifications as listed in the Product Specifications, Part D.
- III. Source/Nationality: All goods and services offered in response to this RFQ and future RFQs must meet source and nationality requirements and in accordance with the United States Code of Federal Regulations, 22 CFR 228. Goods must be produced in any country except Cuba, Iran, Iraq, Laos, Libya, North Korea, and Syria.

Technical requirements:

- I. Requested equipment are required to be a rigid, high quality, under **TWO YEARS of valid Warranty**.
- II. Providing specified catalogues and pictures mentioning the brand of each item is mandatory.
- III. The provider needs to submit the certificate of origin.
- IV. The provider should provide a written confirmation of the availability of spare parts.**
- V. The provider should have the ability to provide life samples to conduct a due diligence process and quality check for the needed equipment during the bids' evaluation.
- VI. The provider should offer a clear detailed technical specifications match our request.
- VII. All provided accessories should be included and mentioned in the technical offer.

Financial requirements:

- VIII. The Vendor will be required to deliver and install goods to the targeted sites (18 health facilities in Taiz).
- IX. The approved Vendor will be responsible for conducting a staff orientation for the Health workers in the targeted site on the purchased equipment.
- X. Quotation validity: The quoted prices must be clear and valid for a minimum of **one month** from the deadline of receipt of quotations.
- XI. Offers should contain the delivery time.**
- XII. The provider is required to provide ISO/CE certificate.
- XIII. The provider should have the capacity to provide (software and hardware) maintenance.



- XIV. Offers must also confirm their willingness to work with JSI's standard general terms and conditions by certifying in Part D.
- XV. Offers must be willing to provide a company profile and sign JSI's Certifications in the event they are selected for award. This is documented in Part E.
- XVI. The vendor should be an appointed agent or authorized distributor.
- XVII. Vendors need to submit their official valid documents (tax card and commercial register) with adding similar previous work/ experience related documents.

E. Award:

JSI intends to issue a Purchase Order (s) to one or more suppliers who best meet the criteria specified in this RFQ and are determined to be responsible and eligible suppliers for the specified items.

This document is a request for quotation only, and in no way obligates JSI or its donor to prequalify or make any award. JSI may reject any or all responses or cancel the prequalification process.

F. Evaluation & Selection Criteria:

Quotations will be evaluated technically and financially under the below mentioned criteria:

Evaluation Criteria	Score out of 100
Quality: will be measured based on providing the following requirements: Technical specifications (match or not match), Detailed catalogues (40%) Warranty: (5%) Warranty confirmation for 2 Years Availability of spare parts: (5%) Confirming the availability of providing the spare parts	50 points
Price	30 points
Delivery Time: As soon as possible (15 days maximum).	20 points

JSI will evaluate responsive quotations on a "best value" basis, considering a variety of factors including but not limited to conformance to the required specifications, technical acceptability of offered product, lead time, price and past performance.

G. Payment Terms

JSI payment cycle is net 30 days upon receipt of goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with JSI in meeting the terms and conditions of payment will be given the highest consideration.

H. Incurring Costs:

JSI is not liable for any cost incurred by Offers during preparation, submission, or negotiation of an award for this RFQ. The costs are solely the responsibility of the Offer.

I. Modifications:

JSI reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or



amend the specifications and scope of work specified in this RFQ.

J. Negotiations:

The Offeror's most competitive quotation is requested. It is anticipated that any award issued will be made solely on the basis of these quotations. However, JSI reserves the right to request responses to additional technical, management and cost questions which would help in decision making. JSI also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a contract with selected offerors. In the event that an agreement cannot be reached with a selected supplier, JSI reserves the right to enter into negotiations with alternate Offerors for the purpose of making the award without any obligation to previously considered offers.

PART C: PRODUCT SPECIFICATIONS & REQUIREMENTS

Product Description

JSI is requesting to purchase Medical equipment to 18 health facilities in Taiz (AlMawaset and Ash Shamayateen).

PRODUCT SPECIFICATIONS:

Item	Description	Quantity	Unit price	Total Price
To be reviewed from the attachment (Items list)	To be reviewed from the attachment (Items list)	To be reviewed from the attachment (Items list)	To be reviewed from the attachment (Items list)	To be reviewed from the attachment (Items list)

PART D: QUOTATION FORM

Offeror Name and address:

Phone: _____ E-mail: _____

Please note:

- All goods offered must be suitable for use in **Yemen**
- All prices must be in USD.
- In case of discrepancy between unit price and total, the unit price shall prevail.

Item Description and Specifications: Guidance:		Unit of Measure	Quantity	Unit Cost (if known)	Total
1	Items list is attached	Items list is attached	Items list is attached	Items list is attached	Items list is attached
2					
3					
4					
Total					

- **Quotations need to be submitted in a closed sealed envelope with all mentioned requirements otherwise they will not be considered.**

Validity of Quote: _____ calendar days from deadline

Warranty: _____



The Offeror agrees to furnish any or all items upon which prices are offered at the price specified herein, delivered at the designated points, within the time specified in the schedule and in accordance with the terms of this solicitation.

Authorized Signature: _____ Date: _____

The Offeror may use different format but must provide all information as required in this quotation form.

PART E: Certifications

A. Representations & Certifications

Part I – Certifications and Assurances

1. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for all sub awards at all tiers (including contracts, sub awards, and contracts under grants, loans, and cooperative agreements) and that all sub recipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective Vendor provides the certification set out below:

1. The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it 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, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Vendor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).
2. The following steps may enable the Vendor to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Vendor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by OFAC, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Vendor.

- b. Before providing any material support or resources to an individual or entity, the Vendor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Vendor should refer to the consolidated list available online at the Committee's Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Vendor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification -
- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
 - b. "Terrorist act" means -
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 - c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
 - d. References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
 - e. The Vendor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Vendor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Vendor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

3. Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –

(1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or

(2) “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Applicant Representation:

(1) The Applicant represents that it is [] is not [] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) The Applicant represents that it is [] is not [] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4. Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Vendor requires any of its employees or sub recipients to sign regarding nondisclosure of vendor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that vendor employees or sub recipients sign at the behest of a Federal agency.

“Sub award” has the meaning given in 2 CFR Part 200.

“Sub recipient” has the meaning given in 2 CFR Part 200.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, sub recipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, sub recipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented



Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its application, the prospective Vendor represents that it will not require its employees, sub recipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, sub recipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

5. Certification of Vendor

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offeror, the Offeror certifies that they are accurate, current, and complete. These assurances are binding on the Vendor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Vendor.

Offeror Name

Signature

Signatory Name

Signatory Title

Date

B. Certification Regarding Debarment, Suspension, or Proposed Debarment

By signing and submitting this certification, the prospective recipient provides the certification set out below:

By signing and submitting this certification, the prospective recipient provides the following assertion to the best of its knowledge and belief, the prospective recipient and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.

Vendor Name:

Signatures:

Signatory Name:

Signatory Title:

Date:
