

**RE: REQUEST FOR QUOTATION FOR SUPPLY OF IT EQUIPMENT AND  
ACCESSORIES**

**RFQ No. MST/02/2020**

1. Marie Stopes Tanzania (MST) is a registered Non-Governmental Organization providing Integrated Reproductive and HIV health services country wide. Established in 1989 under Marie Stopes International, MST operates 11 health facilities and 56 outreach teams.
2. It is intended that part of the proceeds of funds set aside in 2020 by MST will be used to cover eligible payment under the contract for the **“Supply of IT Equipment and Accessories.”**
3. MST now invites Quotations from eligible Suppliers of IT Equipment and Accessories. Bidders should quote for **Supply of IT Equipment and Accessories** (Laptops, Mouses Mobile Surge Protector, External Backup plus Slim Portable External USB 3.0) as per specifications described in **Annex III**.
4. Canvassing MST team members in relation to this Request for Quotation will result in a disqualification of the Bidder.
5. Bidders must submit quotations in by hand or courier or electronically to: The Country Director, Marie Stopes Tanzania, Plot no. 421/422 Mwenge, Kijitonyama Area, Dar es Salaam Tanzania; or by email to [tenders@mst.or.tz](mailto:tenders@mst.or.tz). Submissions are to be marked as **“RFQ for supply of Computers (Laptops) and its’ Accessories”**. Late bids and unregistered bids shall not be considered or accepted for evaluation irrespective of circumstances.

Country Director  
Marie Stopes Tanzania  
P.O. Box 7072  
Dar Es Salaam, Tanzania  
Tel: +255 22 2774991-4  
Email: [tenders@mst.or.tz](mailto:tenders@mst.or.tz)  
Fax: +255 22 2774990.

## Section I: Instructions to Bidders

This RFQ is for the **supply of IT Equipment and its' Accessories** as described in specifications provided in the **Annex III**.

<b>Mode of Submission</b>	Envelope by hand or post; or by email
<b>RFQ Reference No.</b>	MST/02/2020
<b>Issued Date</b>	09/03/2020
<b>Question(s) for Clarification:</b>	16th to 17th March 2020
<b>Clarification of Questions</b>	19th to 20th March 2020
<b>Due Date:</b>	27th March, 2020. 1600 Hours East Africa Time
<b>Mode of Submission</b>	Submit your bid in hard copy or post with plain envelope labeled " <i>RFQ for supply of Computers (Laptops) and its' Accessories</i> " or softcopy through email: tenders@mst.or.tz
<b>Contractor Address</b>	Marie Stopes Tanzania (MST) Plot No. 421/422-Mwenge P.O.Box 7072 Dar es Salaam, Tanzania Email: tenders@mst.or.tz
<b>Contracting Authority</b>	Marie Stopes Tanzania (MST)
<b>Business Hours</b>	Monday to Thursday, from 0800 to 1700 and Friday from 0800 to 1600 Hours East Africa Time (EAT) excluding public holidays in Tanzania.
<b>Currency</b>	The currency for all quotes will be in USD.
<b>Request for clarification</b>	Bidders requesting clarification shall communicate in writing to Procurement & Logistics Lead at <a href="mailto:tenders@mst.or.tz">tenders@mst.or.tz</a>

### Section I.2: Instruction to Bidders

1. By submitting a quote, bidders accept in full MST's contract terms and conditions. Bidders are required to read carefully all instructions and conditions, ensuring that all relevant information and documentation is provided on time as failure to do so may result in the rejection of the quote. To be evaluated bidders **MUST** attach the following documents to its quotation:

- a) A duly completed and signed priced quotation using the format in **Annex I**;

- b) Completed declaration of no conflict of interest form, **Annex II**;
  - c) Brief company profile
  - d) Supplier Questionnaire
1. MST reserves the right to deal with any supplier of its' choice. MST is not bound to accept the lowest offer or any offer. Only successful Bidder(s) will be communicated.
  2. Quotations shall remain valid for a period of not less than **180 days** as from the closing date of this RFQ. In exceptional cases, extensions of the validity period for three or more weeks may be agreed with bidder at the request of MST.
  3. The quotations shall be completed and signed by an authorized representative of the bidder.
  4. Participation of this RFQ is open to all interested vendors. These terms refer to the selected legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law and having their statutory office, central administration and principal place of business.
  5. By submitting quotation, the bidder certifies and shall be deemed to have read: List of all documents and any other information available to the bidder for the purpose of submitting the quotation. Additionally, the bidder will have:
    - (i) Examined all information relevant and which is obtainable by making of reasonable enquiries;
    - (ii) Satisfied itself to the correctness, completeness and sufficiency of the quotation including but not limited to rates and prices submitted which shall cover the costs complying with all the conditions for the due and proper performance of the contract;
    - (iii) Fixed the prices independently without consultation, communication, agreement for the purpose of restricting competition, as to any matter relating to prices with any other bidder or competitor.
  6. This request for quotation procedure is for submission of fixed pricing.
  7. Period to respond to request for clarification will be three (3) days after receipt of query.
  8. Language of Bids: The offers, correspondence and documents related to the RFQ exchanged by the bidder and MST must be in English.
  9. Evaluation of Quotes

#### 9.1. Selection Criteria

In order to determine the quote offering the best value for money, that is the best price to quality ratio, MST will take into account the following criteria;

- a) Price: 30%
- b) Compliance with specifications: 40%
- c) Delivery Time: 15%
- d) Warranty period: 15%

## Section II: General Conditions

These terms are important and should be studied carefully.

### 1) Scope of the Contract

- 1) MST contract with supplier, will comprise our expressly written order ("Purchase Order"), these terms, and anything else we expressly agree in writing, any content imposed by law, and nothing else;
- 2) If any of the terms of the contract conflict with or contradict each other those terms will over-ride each other in the following order of priority: (1) any express agreement from us; (2) MST order; (3) terms and conditions;
- 3) MST is not contractually bound until a formal order is placed and then only to the extent of the issues specifically covered by that order in writing. MST will only be contractually bound to the supplier when the order acknowledgement is accepted in writing.

### 2) Price

- a) The quoted price shall include all charges for packaging, packing, transportation, carriage, insurance, delivery and of any duties, taxes and other levies if applicable;
- b) The rates quoted by the bidder will be fixed for the duration of the contract;
- c) The prices shall be quoted in **USD**.

### 3) Payment Terms

- a) Unless otherwise stated in the order/contract, payments shall be made within 30 days after receipt of Tax Invoice and electronic machine receipt for the complete delivered goods;
- b) Invoices for the deliverables may be sent to MST on, or after, completion of work;
- c) The payment will be made in **USD**.

### 4) Delivery Details

- a) Goods shall be delivered to Marie Stopes Tanzania Support Office Store, Plot no. 421/422 Mwenge, Kijitonyama Area, P. O. Box 7072, Dar es Salaam and delivery should be DDP" (Delivered Duty Paid);
- b) The date of delivery of the goods, and the performance of any services, will be the essence of this contract;
- c) A packing note indicating RFQ number and quantity must accompany each delivery/pack or consignment of goods;
  - i. Where goods are to be supplied in lots, the contract is still to be treated as a single contract;
  - ii. Deliverables which are not fully in accordance with the contract shall be rejected;

- iii. If any goods/services are not supplied on or by the agreed date then, the Purchaser may be entitled to deduct 1% of the overall contract price, for every week of delay; Maximum number of weeks for the acceptance of the delayed materials shall be four (4). Once the maximum number of weeks set for delay is reached, MST may, at its sole discretion, terminate this contract without further notice;
- iv. Risk of damage to or loss of any goods will be supplier's risk until MST receives and accepts goods.
- v. Property or ownership of the goods will pass to the Purchaser after delivery inspected and received.
- vi. On arrival the supplies should be free from damage. The supplier shall be liable for all losses due to insufficient or unsuitable packing and delivery arrangements and shall be liable for the cost of returning any unacceptable supplies.

## 5) Specifications

- a) The quantity, quality and specifications of the materials shall be as indicated in **Annex III** and Terms and conditions agreed in writing; the supplier is required to indicate compliance to the annex III or provide an alternative.
- b) The Supplier has the sole responsibility for complying with all applicable regulations and other legal and regulatory requirements concerning performance of the contract, and for ensuring that MST receive goods which comply with the intended purpose.
- c) If, before contract performance has occurred in the relevant respect, MST notifies the supplier in writing of any change in the desired specifications (including the quality and time frame), the following will apply. If the change would *reduce the Supplier's costs*, the Purchase Order price will reduce to fairly reflect that saving. If the change would *increase the Supplier's costs* the Supplier must notify MST promptly, in writing, of a proposed revision of the quoted price, fairly and proportionally reflecting any unavoidable increased costs. The Supplier and MST will then use actual available information to agree the revised terms in full, including the price, pending which the contract variation or modification will take effect. If the change would for any reason be *unachievable* the Supplier may notify MST promptly and in writing giving the reasons why and both parties will then use reasonable efforts to reach a mutually acceptable contract variation. The price will not, for any reason, increase without written agreement of MST. MST will prepare a modified contract which will be signed by both parties.

## 6) Inspection

- a) MST will be allowed to inspect any materials (at the Supplier's premises) during manufacture and storage so long as an inspection is requested by reasonable notice. If as a result of the inspection MST is not satisfied that the quality of the materials or the standards of their manufacture, storage or handling comply with the contract, the Supplier will take steps as necessary to ensure compliance. If after that, MST is still not satisfied, MST reserves the right to cancel the contract without penalty;

## 7) **Packing/ Marking of the Goods/ Documentation**

- a) The Supplier will comply with any requirements in regards to the packaging and packing of materials, and as to the information to be displayed on packaging or included on dispatch documentation. Packing shall be sufficiently robust to withstand any damages, transportation and handling activities up to delivery;
- b) Any special requirement for packing/marketing of goods and documentation relating to the consignment will be communicated to the Supplier.

## 8) **Force Majeure**

- a) Neither of the parties will be held responsible for full or partial non-execution of its obligations if this non-execution was the result of circumstances such as flood, fire, earthquake or other natural phenomena, as well as wars, military actions, strikes, labour conflicts, acts or actions of state bodies namely blockade, prohibition of exports and imports, or other circumstances which arise after the signing of this contract and are beyond the control of the parties;
- b) If either party considers that any circumstances of Force Majeure has occurred which may affect materially the performance of its obligations, the party shall forthwith notify in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event.
- c) Neither party shall be considered to be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by any circumstances of Force Majeure which arises after the date of the Contract and which was not foreseeable at the date the Contract was signed.
- d) If the performance of the obligations of either party under the Contract is prevented by circumstances of Force Majeure and shall continue to be so prevented for a period less than 30 days then during that period the Contract shall be considered as suspended. Upon the ending of the Force Majeure event, the Contractual obligations of the parties shall be reinstated with reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed between the parties.

## 9) **Termination**

- a) MST can, with written notice to the supplier, at any time cancel commitments to buy standard or stock item goods offered by the Supplier if vendor does not meet contract requirements. Any other commitment to receive and pay for Deliverables may be cancelled by MST as explained below. MST will be bound to reimburse supplier for all irrecoverable costs incurred, or unavoidably committed, by the Supplier up to the point of cancellation. By "costs" it is meant for this purpose the direct costs to supplier of Performance to an aggregate amount not exceeding 80% of the purchase price for the cancelled commitment. MST will be entitled to the benefit of the part-finished Deliverables.
- b) MST may suspend performance of or cancel at any subsequent time the contract without any liability to the Supplier if the Supplier breaches its' terms, or if the Supplier's business fails.

## 10) Enforcement and Confidentiality

- a) Supplier will keep strictly confidential all information which is learnt about MST or its' Clients, and use that information for the Performance, in good faith, of such contractual obligations to MST.

## 11) Warranties and liability

- a) Supplier promises that;
  - i. The quantity, quality, description and specifications of the goods/services will be those set out in the Purchase Order, apart from which then of the best standards reasonably to be expected in the market for that kind of goods/service;
  - ii. Goods will be free from defects in materials and workmanship; and
  - iii. Goods/services will comply with all statutory requirements and regulations;
  - iv. All claims made by supplier about any Deliverables are correct and can be relied upon;
  - v. Supplier will indemnify MST and keep MST indemnified immediately upon written demand against any cost, claim, expense or liability arising from any risk for which supplier is responsible under this contract.
- b) If any contract goods or rights were bought or obtained by supplier from a third party then any benefits or indemnities that Supplier holds from that other party, in respect of those items, will be held on trust for MST.

## 12) Time is of the Essence

- a) The time for delivery/and or completion of the work to be performed under the Purchase Order/Contract shall be the essence of the Purchase Order/Contract.

## 13) Due Diligence

- a) MST will perform a due diligence check of the potential candidate (winner) and award if due diligence results satisfy MST.

## 14) Notices

- a) Any notices or communication which either party is required by the Contract/Purchase Order to serve on the party shall be sent to the other party at its address as specified in the Purchase Order/Contract either (a) by hand; (b) by registered or first class post or special or recorded delivery or (c) facsimiles or electronic mail submission.

## 15) Compliance Obligations

### 1) Definitions

- 1.1 "Applicable Laws": all applicable laws, statutes, regulations and codes from time to time in force.
- 1.2 "Customer": Marie Stopes Tanzania
- 1.3 MSI Business Partners Code of Conduct (See Supplier Questionnaire).

2) Compliance with laws and policies

In performing its obligations under this agreement, the Supplier shall comply with Applicable Laws and the MSI Business Partners Code of Conduct. The Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws which impact on its ability to perform the Services or comply with this agreement.

3) Fraud and Bribery

3.1 The Supplier represents and warrants that it is in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, without limitation, the UK Bribery Act 2010, and undertakes that it will remain in compliance with all such laws, statutes, regulations and codes for the duration of this agreement and shall procure the same from any persons associated with it and in each case, the Supplier:

- a) will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 whether or not such activity, practice or conduct has been carried out in the UK;
- b) will not, directly or indirectly, offer, promise, pay, agree to pay, authorise payment of, give, accept or solicit, anything of value to or from a third party in order to secure or reward an improper benefit or improper performance of a function or activity;
- c) do or not do any act that will cause or lead the Customer to be in breach of Applicable Laws related to anti-bribery, anti-corruption or fraud; and
- d) shall have and maintain in place throughout the term of this agreement its own policies and procedures which constitute adequate procedures under the UK Bribery Act 2010 and enforce them as necessary.

3.2 The term “anything of value” includes, without limitation, bribes, kickbacks, a financial advantage or any other benefit, whether in cash or in kind, and whether tangible or intangible.

4) Conflicts of Interest

The Supplier warrants and represents that it has no business, professional, personal or other interest, relationship or connection with any person employed or engaged by the Customer, or any director or member of the Customer that might conflict in any manner or degree with the performance of its obligations under this agreement. The Supplier agrees that if any such actual or potential conflict of interest arises under this agreement, the Supplier shall immediately inform the Customer in writing of such conflict. The Supplier will follow the Customer’s reasonable instructions to mitigate or manage or avoid such conflict.

5) Modern Slavery

5.1 The Supplier represents and warrants that it is in compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes, and undertakes that it will remain in compliance with all such laws, statutes, regulations and codes for the duration of this agreement.

5.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:

- (a) have been convicted of any offence involving slavery or human trafficking; or
- (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery or human trafficking.

5.3 The Supplier shall implement due diligence procedures for its subcontractors to ensure that there is no slavery or human trafficking in its supply chains.

6) Money-Laundering and Terrorism

6.1 Neither the Supplier, nor any affiliate of the Supplier, is under investigation by any governmental, administrative or regulatory authority for, or has been charged with, or convicted of, money laundering or terrorist related activities.

6.2 The Supplier represents and warrants that is in compliance with all applicable anti-terrorism and anti-money laundering laws, statutes, regulations and codes, and undertakes that it will remain in compliance with all such laws, statutes, regulations and codes for the duration of this agreement.

6.3 The Supplier is not listed, and to the best of the Supplier's knowledge, no employee, officer or director of the Supplier is listed, on any terrorist or proscribed party list issued by any national or supranational government or organisation.

6.4 The Supplier shall not use for the purposes of this agreement any subcontractor who is listed, or whose directors, officers or employees are listed, on any terrorist or proscribed party list issued by any national or supranational government or organisation.

7) General

7.1 The Supplier shall provide the Customer with all reasonable assistance to enable the Customer to monitor compliance with this Schedule including, without limitation, responding to reasonable requests made by the Customer for information on the Supplier's work practices, provide access to such information and evidence as the Customer shall reasonable require to assess compliance and allowing the Customer to inspect the Supplier's work premises and any housing provided by the Supplier to its employees or subcontractors.

7.2 The Supplier shall promptly provide the Customer with information about any breaches of any of this Schedule or any of the Applicable Laws or the MSI Business Partners Code of Conduct or the Supplier's owned related policies by employees or contractors related to these Services and shall provide such reasonable information as requested by the Customer for the Customer to comply with its own legal and regulatory obligations and obligations to funders to report such incidents.

7.3 Any breach of this Schedule is a material breach and which the Customer may consider as incapable of remedy. For the avoidance of doubt, if it becomes apparent to the Customer that a sub-contractor engaged by the Supplier in connection with this agreement is or may be involved in slavery or trafficking, this shall also be deemed a material breach.

**ANNEXES:**

**ANNEX I: PRICE QUOTATION FORMAT**

<b>S/No</b>	<b>Item Description (SEE SPECIFICATIONS IN ANNEX III)</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Amount</b>	<b>Lead Time</b>
1	Laptops	Pcs	47			
2	Mouses	Pcs	47			
3	External Backup Plus Slim Portable External USB 3.0	Pcs	47			
4	Mobile Surge Protector	Pcs	47			
	<b>Total Amount excluding VAT</b>					
	<b>Add VAT</b>					
	<b>Total Amount including VAT</b>					

<b>Total Amount (in words)</b>	
<b>The delivery period offered is:</b>	<i>[insert number]</i> days/weeks/months from date of contract signing

- a) The rates quoted by the bidder will be fixed for the duration of the contract;
- b) The prices shall be quoted in **USD**.

**ANNEX II: DECLARATION OF NO CONFLICT OF INTEREST FORM**

RFQ No:.....

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

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

Signed:..... Name:.....

Position:..... Date:.....

For and on behalf of

## ANNEX III: SPECIFICATION

### ITEM 1:

### Laptops

Features	Minimum Specifications	Quantity	Comply (YES/NO)	Alternative
Processor	Minimum core i5	47		
Memory	8gb			
Hard Drive	500 GB SATA			
Storage Media & Optical drives	CD-RW & DVD Writer			
Graphics	Intel Extreme Graphics			
Audio	Integrated Sound card with internal speakers and MIC			
Communications	Integrated Network Card: Broadcom Gigabit Ethernet PCI Controller (10/100/1000 NIC)			
	Wi-Fi & Bluetooth capable			
	Integrated Webcam.			
I/O Devices	Easy Access Keyboard, 2 button scroll mouse			
Standard Ports	3 high speed USB port, RJ 45 port, VGA, stereo microphone in, stereo headphone/line out, power connector.			
Monitor minimum size	Screen size 15"			
Operating System	Minimum Microsoft Windows 10 Professional			
Battery life	Minimum 6 hours (6 Cell Battery)			
Warranty	Minimum 1 Year by manufacturer with local representation			
Brand	Preferred Dell/HP			
Other	No touch Screen			

**ITEM 2****Accessories as per above ITEM 1**

No	ITEM	Specifications	QTY	comply	Alternative
1	Mouse's	External mouse, wireless, optical. 1 Year warranty.	47		
2	Mobile Surge Protector	Small Power surge Protectors of Voltage 230 VAC for the Power adapters for item 1	47		
3	External Backup Plus Slim Portable External USB 3.0.	500 GB Capacity USB 3.0 Interface Bus Powered Plug-and-Play	47		

