



Request for Quote (RFQ)

To conduct a landscape analysis of local diagnostic development and manufacturing capacity in LMICs

October 8, 2019

1. ABOUT FIND

FIND, established in 2003 as a global non-profit, is dedicated to accelerating the development, evaluation and use of high-quality, affordable diagnostic tests for poverty-related diseases, including tuberculosis, malaria, HIV/AIDS, sleeping sickness, hepatitis C, leishmaniasis, Chagas disease, Buruli ulcer, febrile illnesses and infectious diseases with outbreak potential, such as Ebola. Over the last decade, FIND has partnered in the delivery of 14 new diagnostic tools, including eight for tuberculosis, and has created an enabling environment for numerous others through the provision of specimen banks, reagent development and better market visibility.

FIND also supports better access to new diagnostics through implementation, quality assurance and lab strengthening work. FIND has over 200 partners globally, including research institutes and laboratories, health ministries and national disease control programmes, commercial partners, clinical trial sites, and bilateral and multilateral organizations (especially WHO). To learn more, visit www.finddx.org.

2. BACKGROUND

High-quality diagnostic technologies are available for infectious diseases in most developed countries, but they are either not accessible or affordable in developing countries, where disease burden is high. Evidence-based treatment based on diagnostic test results is needed to replace syndromic management, which is often ineffective and increases the risk of development of antibiotic resistance. Although the long-term solution is to build capacity for diagnostic innovation in developing countries, technology transfer and local production can be an effective and sustainable strategy by which to increase access to diagnostic tests. Additionally, it helps reduce the carbon footprint related to transportation from global manufacturers, as well as the financial cost. Transfer of health-related technologies to low- and middle-income countries (LMICs) has also been credited with the potential to build health security, increase reliability of supply, decrease reliance on imports, lead to lower prices, and encourage development and production that is more suitable for local health needs. Thus, in addition to supply of diagnostics where they are most needed, implementation of the global strategy regarding innovation and local production may contribute to a sustainable and long-term solution to the challenge of access to health care for the most vulnerable populations.

3. OBJECTIVE

The overall objective is to conduct a landscape analysis of local diagnostic development and manufacturing in a selection LMICs in order to better understand the capacity, status and trends of diagnostic production.

The project is envisaged to occur in 2 phases:

1. Identification of 5-6 countries where there have been or are existing local diagnostic production and/or manufacturing capacity. These countries might include Brazil (Oswaldo Cruz Foundation [Fiocruz]), Senegal (Institut Pasteur) or Kenya (Kenyan Medical Research Institute).
2. Analysis

- Country by country analysis of existing diagnostics development
- Country by country analysis of existing diagnostics manufacturing
- Existing [national](#) or [international](#) schemes to encourage local development and/or production of diagnostics
- Donor/partner landscape for local development/production of diagnostics
- Regulation/policy for local development/production of diagnostics

4. DELIVERABLES

- MS Word report, detailing the main market assessment assumptions, approach, output and findings
- MS PowerPoint slides, summarizing the main findings of the report

5. TIMELINE

To be completed by December 31, 2019

6. BUDGET

To be determined

7. QUOTE GUIDELINES

If you are interested in participating in the RFQ, please send your Quote (in English and formatted in Microsoft Word or PDF) to mael.redard@finddx.org by **6pm CEST on 25 October 2019**.

FIND reserves the right to request further information throughout the RFQ process. All email subject lines and document naming must be in the following format:

Your organization name–RFQ–FIND–Landscape local diagnostic development and manufacturing–2019

Any questions or clarifications regarding this Request for Quote (RFQ) should be submitted in writing via e-mail to mael.redard@finddx.org prior to the closing date.

A decision will be made and communicated to applicants no later than **November 1, 2019**.

FIND anticipates using a standard services agreement for this engagement. Annex 1 to this provides the standard terms and conditions (T&Cs) that would be included in such an agreement.

8. EVALUATION CRITERIA

To ensure consideration for this RFQ, the submitted offer should be complete and include all of the following criteria:

- Organizational profile: will be evaluated on organizational strategy, experience and capability as it pertains to access to diagnostics, therapeutics and treatment in the global health domain.

- Experience, capability & capacity: will be evaluated on capability and capacity, including history of work pertaining to the development of landscapes and market research in the field of diagnostics in LMICs.
- Financial proposal will be evaluated on the quality of the financial proposal for this RFQ as well as the transparency and breakdown of all financial elements comprising the final quote. You should provide as much information as possible to explain the proposed budget.
- Proposed team: will be evaluated on the quality of the team that will work on the RFQ. Please submit complete CVs of the proposed team and present a brief bio that includes background and relevant experience for each.

Where FIND judges more than one application to be complementary, FIND reserves the right to suggest partnership within the RFQ process.

9. ANNEX 1: FIND GENERAL TERMS AND CONDITIONS FOR A WORK ORDER (WO) CONTRACT

EXHIBIT A TO WO: GENERAL CONDITIONS

1. Funds supplied by FIND under this WO shall be expended solely in accordance with the terms contained herein. Unbudgeted expenditures and any other variations to the budget must be approved by FIND and agreed in writing between the Parties before commitments are entered into for such expenditures.

2. Receipts or other documentary evidence in support of all expenditures from funds supplied by FIND shall be retained throughout the period of this WO and for at least two years following termination. No later than three months after the termination of this WO FIND shall be advised of any uncommitted funds held by or under control of the partner and shall dispose of such surplus funds as requested in writing by FIND.

3. Confidentiality. Any Confidential Information obtained by the Partner under the TOR, the Partner shall take all reasonable measures to keep any information disclosed to it thereunder confidential and shall only use such information for the purpose of implementing the respective TOR. For the purpose of this WO the term "Confidential Information" shall mean all information disclosed in oral, electronic, written, graphic, photographic, recorded, or in any other manner in the course of execution of the respective TOR. The Partner shall treat each item of Confidential Information as confidential during the term of this WO and for a period of five (5) years from the date of termination and/or expiration and shall not use such Confidential Information for any purpose other than that described above, including not for its own purposes other than the Task.

However, there shall be no obligation of confidentiality or restriction on use where:

- (i) The information is publicly available, or becomes publicly available otherwise than by action of the Partner; or
- (ii) The information was already known to the Partner (as evidenced by its written records) prior to its receipt; or
- (iii) The information was received by the Partner from a third party not in breach of an obligation of confidentiality owed to FIND.

4. Partner's Other Activities. Nothing provided in this WO shall inhibit the Partner from engaging in any other work, for profit, or otherwise, in the nature of a consultancy, or otherwise, with any other person at any other place or times.

5. Notices. Any notice ("Notice") from one party to the other must be in writing, and only shall be effective if sent by a commercial messenger and/or delivery service which provides the sender with a written receipt to establish delivery. Each such Notice shall be sent to the party at their then principal place of residence as set forth hereinabove; and to FIND at its primary place of business in Geneva, Switzerland, unless and until either party notifies the other by Notice they have changed such designated place.

6. Term. The term of this WO ("Term") shall commence as of the date hereinabove written, and it shall continue for the duration of the TOR activities and required Deliverables. Notwithstanding the generality of the foregoing, either party may terminate this WO upon Notice to the other in the event that such other party has breached a material term and condition of this WO.

7. General.

a) The Partner acknowledges that at all times she shall be serving as an independent contractor to FIND, and FIND's only obligation to the Partner shall be to pay to the Consultancy Fee and to reimburse the Partner for incidental and travel expenses, as hereinafter more particularly described.

In addition thereto, but not in limitation thereof, the Partner shall be liable to pay own income taxes of any kind.

b) The Partner is deemed to be an independent party providing the services called for under this WO and the execution of this work does not create any employer/employee relationship. Notwithstanding the absence of such a relationship, FIND expects that the Partner will maintain the highest professional standards and refrain from any conduct likely to discredit FIND's reputation.

c) This WO does not constitute authority for the Partner to act as an agent or legal representative of FIND in any capacity or for any purpose. In particular, the Partner shall not pay, transfer or give anything of value on behalf of FIND, or agree to do so, to any official of a government or a government agency or department, or to a person acting on behalf of such an official, or to a political party or official thereof or any candidate for political office, for the purpose of influencing their acts or decisions in any manner whatsoever or for any other purpose prohibited by law or public policy.

d) The Partner shall be solely responsible for the manner in which the work is carried out, and FIND shall not be responsible for any loss, accident, damages or injury suffered by any person arising in or out of the execution of this work, or during approved travel relating thereto. The Partner is advised to take out whatever insurance is appropriate to cover such risks and contingencies. The Partner is fully responsible for all accident and sickness insurance, taxes and other charges to which he/she may become liable during the term of this WO.

e) All legal rights in the work created by the Partner in connection with the project, including ownership of the original work and copyright thereof, shall be vested in FIND. The Partner recognizes that such rights include but are not limited to copyright and other rights in written material (hard copy and electronic), sound and video recordings (including films), maps, and photographs. The Partner further recognizes that these rights shall enable FIND to control all publications, publicity material and other exploitation of the work and results of it. FIND reserves the right to revise the work after consultation with the Partner, to use the work in a different way from that originally envisaged, or not to publish or use the work.

f) Any variation of the terms and conditions of this WO must be agreed in advance and in writing between the Partner and FIND. If work is not satisfactorily completed (and, where applicable, delivered), FIND may specify an additional period within which the tasks described in the TOR must be satisfactorily performed. In the event that the work is not satisfactorily completed by the WO termination date, or by the expiry of any additional period granted by FIND, it may rescind this WO (in addition to other remedies), subject to an equitable arrangement being made in the case of delay caused by *force majeure*.

g) The Partner hereby affirms that he/she has full contractual capacity to enter into this WO with FIND and specifically that there is no prior arrangement with any other party which could affect the validity of this WO.

h) Full Understanding of the Parties. This WO represents the complete understanding of the parties with regard to the subject matter herein, and it only may be amended by a written instrument, mutually executed and delivered. It shall be binding upon and inure to the parties hereto, and to their respective assigns, successors in interest, heirs, executors, and administrators. Notwithstanding the foregoing, FIND specifically agrees that it may not assign its rights under this WO to any other person; and the Partner agrees that she shall not assign her obligation to perform to any other person.

i) This WO shall be governed by and construed in accordance with the laws of Switzerland. Any dispute relating to the interpretation or execution of this WO shall, unless amicably settled, be subject to the exclusive jurisdiction of the Courts of the Canton of Geneva.