



Request for Proposal (RFP) Services for Social Media Management

Issued on : April 04, 2021
Solicitation Number : PIBD-DHK-RFP-FY21-27
Application timeline : April 22, 2021 at 4:00 PM (Dhaka time)
Questions/Queries timeline : April 12, 2021 at 4:00 PM (Dhaka time)
Period of performance : 120 Days
Type of agreement : Fixed Price Contract

Scope of Work: See the Annex 1

Quotes Deadline and Queries

Offer submission of this RFP must be received by Pathfinder no later than the date and time mentioned above. Please submit your application:

- 1) Soft copy of the technical and financial proposals and other information by email to shukhijibon18@gmail.com
- 2) Three hard copies of the proposals will be requested later, which should be sent to Pathfinder International, Shezad Palace, 5th Floor, 32 Gulshan Avenue North C/A, Dhaka – 1212, Bangladesh.

For any queries please email to shukhijibon18@gmail.com on or before April 12, 2021 at 4pm Dhaka time.

Payment Terms

We anticipate entering into a fixed price contract. Payment will be made according to Pathfinder International following the contract. Tax will be deducted and paid following Bangladesh Government or as applicable rules and regulations and VAT (if applicable) will be paid through USAID VAT coupons issued by Government of Bangladesh. Payment will be made within 30 days from the date of receiving all corrected documents and invoices.

Proposal Guidelines and Instructions

Potential Individuals will be required to submit proposal both technical and financial. Financial proposals should be in BDT and include details expenditure in the budget. Budget narrative/notes must include the details of the budgeted costs.

All proposal valid for a minimum of ninety (90) days.

Your proposal should provide basic information about individual competency, qualification and relevant experience. It should have a section addressing each of the following areas:

- Copy of e-TIN certificate (TAX will be submitted using this e-TIN number)
- National ID/Passport copy (if apply individually)
- Relationship disclosure
 - ✓ Describe any current or past relationship your organization may have with Pathfinder, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how risk will be mitigated.
 - ✓ Describe any personal or family relationships any employee of the Consultant has with any employee of Pathfinder. If there is a potential conflict of interest, please explain how risk will be mitigated.
 - ✓ Disclosure does not automatically disqualify offeror

A Technical Proposal (70 points)

Applicants should be submitted Technical proposals separately as per below:

- CV/ Profile
- Responsiveness to the Scope of Work
- Summarize the qualifications and experience of the activities described in the scope of work
- Details Methodology
- Sharing of documents or information related to similar kind of work
- References
 - ✓ Submit three (3) references including contact details
 - ✓ Provide any other information to demonstrate the Consultant's capability in relation to the scope of work

B Financial Proposal (30 points)

Offerors should submit include any other costs in the Financial Proposal to perform the SOW as per below:

- Details budget breakdown with note
- Financial proposal should be submitted in BDT

Offerors must provide a budget consistent with previous consultancy rate like this Scope of Work. Pathfinder International will require supporting document for past consultancy rates. Although a budget is proposed, Pathfinder will request a fixed cost, deliverable based task order to ensure best value for money. Pathfinder retains the right to further negotiate the budget and/or require additional documents for supporting the proposed rate.

Offerors should submit include any other costs in the Financial Proposal to perform the SOW with detail budget breakdown and notes. All financial proposal should be submitted in BDT. Soft copy of the financial proposal must include Microsoft Excel formatted budget with clearly showing formulas for calculations.

All costs related to the performance of the Scope of Work and provider deliverables must be included in the financial proposal with sufficient to understand cost elements and determine cost reasonableness. All costs must be allowable and reasonable to performance of the Scope of Work. The financial proposal must include all travel costs, if any, by line items which may include but not limited to lodging, per-diem/food cost/DSA, transport, etc. with narratives to understand the basis of costs. As this is fixed price contract based on deliverables, there is no scope for negotiations and adding cost after the issuance of the contract. All applicable TAX be included in the rates and VAT must be identified in the financial proposal. Regardless of offeror proposal, Pathfinder shall/must deduct applicable TAX and pay VAT using USAID VAT Coupons.

Evaluation Criteria (70 points)

In evaluating the proposals, Pathfinder International will seek the **best value for money** rather than the lowest priced proposal. Pathfinder will use a three-stage selection procedure for all the proposal that has passed the required criteria. Any proposals that failed will not move to the evaluation stage:

- The first stage will evaluate the legal documents pass/fail criteria.
- The second stage will evaluate the Cost and the Technical Proposal evaluation.

Specifically, the selection committee will evaluate each proposal based on the following criteria:

| Criteria | Weight |
|--|--|
| <p>Bid Submission</p> <ul style="list-style-type: none"> a. Was the bid submitted on time? b. Is the potential bidder eligible? Did they clear the CSI check? c. Legal documents; National ID/Passport, Trade license, VAT and Tax documents (as applicable) d. Is there a potential conflict of interest? | <p>Pass/Fail (if failed, Pathfinder will not evaluate the proposal)</p> |

| | |
|------------------------|------------|
| Financial Proposal | 30 POINTS |
| Technical applications | 70 POINTS |
| Total | 100 POINTS |

If at any time prior to award Pathfinder deems there to be a need for a significant modification to the terms and conditions of this RFP, Pathfinder will issue such a modification as a written RFP amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no bidder shall rely on any such statement. Such amendments are the exclusive method for this purpose.

Pathfinder is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals.

Pathfinder shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning Bidder.

The evaluator will tally all the individual scores for each section and calculate the average score. The total average scores will be added to obtain the total points achieved by the individual consultant. If the total number points meet or exceeds the threshold established in the evaluation methodology, the consultant cost proposal will be eligible for consideration.

Terms

Pathfinder reserves the right to cancel this solicitation at any point and is under no obligation to issue a subcontract as a result of this solicitation.

Pathfinder will not reimburse any expenses related to the preparation of any proposal/CV related materials or delivery.

Confidentiality

IF APPLICABLE As a part of the RFP process, Pathfinder International may be providing confidential information. Consequently, suppliers must complete a Confidentiality/ Non-Disclosure Agreement.

Agreement

Any resulting contract will be subject to the terms and conditions contained in the annex.

See Part A

PART A. GENERAL TERMS AND CONDITIONS

1. **Scope of Work.** Under this Agreement, the Independent Contractor identified above (hereinafter "Contractor") will provide to Pathfinder International (hereinafter "Pathfinder") the professional services and deliverables set forth in the Scope of Work, hereby incorporated by reference. Time is of the essence with respect to performance, unless otherwise indicated in the Scope of Work.
2. **Term.** Pathfinder agrees to engage Contractor, and Contractor agrees to provide the agreed-upon services for the period mentioned above.
3. **Approvals.** This agreement is contingent upon receipt of: donor approval, satisfactory reference checks, background eligibility clearance, and confirmation of work authorization to work in the assigned country/countries. Pathfinder conducts background checks on all short-term Contractors.
4. **Relationship.** It is understood and agreed that the Contractor is furnishing services to Pathfinder International as an Independent Contractor, and nothing contained in the Agreement between Pathfinder and the Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.
5. **Rate. Select 1:** For services performed during the term, the Contractor will be paid in accordance with their daily rate or (2) For services performed during the term, Contractor will be paid a fixed fee.
6. **Terms of Payment.**
 - 6.1 In no event shall the amount paid to Contractor exceed the fixed price or ceiling price, as applicable, stated in Article 5 without the express written authorization of Pathfinder.
 - 6.2 *Invoice Submission.* Contractor shall submit invoice(s) to the address to the attention of the Pathfinder employee identified in Article 23 below. **Select one: (1)** [For fixed-price agreements:] Invoices shall be submitted promptly upon completion of each milestone. **(2)** [Or for T&M agreements:] Invoices for level of effort (LOE) shall be submitted as per payment schedule. Invoices for all other expenses shall be submitted promptly upon completion of the required products/services.
 - 6.3 **Not applicable for fixed price agreement: Level of Effort.** Contractor may not work or be reimbursed for days beyond the maximum approved amount without prior written approval from Pathfinder. The maximum approved level of effort for this agreement is 120 days, based on a five/six-day workweek and including travel. A day is defined as eight (8) work hours.
 - 6.4 *Method of Payment.* Contractor will be paid via (1) direct deposit to a bank account or (2) wire transfer to bank account]. Failure to provide accurate bank information in a timely manner may delay payment.
 - 6.5 *Timing of Payments.* Contractor shall be paid within thirty (30) days after Pathfinder's receipt of an invoice in the format prescribed in Annex B of this Agreement and acceptance by Pathfinder of the completed products/services in accordance with "Inspection & Acceptance" below, together with any required supporting documentation as described in Article 6.6 below and "Budget" (Attachment 2). Pathfinder is under no obligation to pay Contractor's invoices received later than ninety (90) days after completion of the required services/deliverables. Payment of Contractor invoices by Pathfinder shall not constitute final approval of the charges therein. All charges invoiced by Contractor may remain subject to Pathfinder and/or U.S. Government/Client audit and subsequent adjustment. Contractor agrees to reimburse Pathfinder for any costs disallowed by Client.

6.6 *Inspection & Acceptance.* All deliverables shall be subject to final inspection by the individual stated in Article 23 below and shall be accepted or rejected as promptly as practicable after delivery or performance. If a deliverable or service performed by Contractor is found to be defective, Contractor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days, unless otherwise agreed-to by Pathfinder. If correction of such work is impracticable, Contractor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so requested by Pathfinder. To the extent that Pathfinder is held financially responsible for any deficiencies in the services performed by the Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor. Contractor is responsible for any deficiency on the part of its suppliers or subcontractors. Contractor shall be responsible for any additional costs of re-procurement that exceed the fixed price or ceiling price, as applicable, specified in Article 5 as may be necessary for Pathfinder to secure the supplies/services as a result of Contractor's inability to deliver or perform supplies or services that conform to the requirements of this Agreement.

6.7 *Late Deliveries.* In addition to any remedies available to it in the event of late delivery, Pathfinder may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the fixed price or ceiling price, as applicable, set forth in Article 5 above.

7. **Confidential Information:** Each party shall treat as confidential all information obtained from the other during the course of performance under the Agreement. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law. All confidential information disclosed or otherwise made known to the Contractor as a result of the services remains the sole property of Pathfinder.

8. **Intellectual Property:** The title to all Intellectual Property rights in or in relation to material created during the course of the services, including but not limited to designs, works of authorship, analyses, reports, improvements or processes, vests in Pathfinder upon its creation. These rights include title and interest in patent, copyright, trademark and other proprietary rights. At its sole discretion, Pathfinder may grant to the Independent Contractor, a limited, royalty-free license to use material developed under this Agreement. In addition, nothing in this Agreement shall supersede the rights of donors supporting Pathfinder's work.

9. **Non-Compete:** While this Agreement is in effect, the Independent Contractor shall not perform similar services with any party directly or indirectly in competition with Pathfinder without giving prior notice to and obtaining written consent from Pathfinder.

10. **Assignment.** The Independent Contractor may not assign its rights or responsibilities under this Agreement without the prior written consent of Pathfinder.

11. **Child Safeguarding.** Contractor confirms its agreement to abide by Pathfinder's Child Safeguarding and Trafficking in Persons Policies, copies of which have been provided to and signed by the Contractor.

12. **Non-Solicitation.** During the term of this Agreement and for twelve (12) months following its termination the Contractor agrees not to solicit, entice, induce, encourage, or attempt to solicit, entice, induce, encourage any Pathfinder employee, either directly or indirectly, to leave Pathfinder's employ or to cause or attempt to cause any Pathfinder employee to become employed by any person or business entity competitive with or engaged in the business of Pathfinder.

13. Conflict of Interest.

13.1 During the term of this agreement as defined in Article 2 above, Contractor shall not engage, directly or indirectly, either in his/her own name or through the agency of another person, in any business, profession, or occupation in the country of assignment or any other country to which s/he may be assigned during the term of this Agreement. This includes loans to or investments in any business in the country of performance, as specified in the Scope of Work (Annex A). This provision does not apply to Contractors who are citizens or legal residents of the country of performance.

13.2 To the best of his/her knowledge, Contractor presently has no conflict of interest with respect to the Services to be performed for Pathfinder under this Agreement. Contractor agrees not to enter into any such agreement or execute any documents that will create a conflict of interest or which will prevent it from freely performing any obligation under this Agreement. Contractor furthermore agrees to notify Pathfinder in writing should any potential conflict of interest arise during the term of this Agreement.

14. Indemnification. Independent Contractor will indemnify and hold Pathfinder, its employees, and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by Pathfinder and/or its customers (whether or not the agreement is canceled) caused by or arising out of Independent Contractor's breach of any term of this Agreement including, without limitation, the timely performance thereof.

15. Compliance with Law Contractor's performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations. This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts without regard to the conflict of laws principles thereof.

16. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of Pathfinder without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

17. Force Majeure. Any non-performance or delay in performance of any obligation of either party under this Agreement may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Contractor's suppliers or any labor disruption affecting Contractor specifically, and not Contractor's industry generally, constitute Force Majeure for Contractor. If Contractor is affected by Force Majeure, it will (i) promptly provide notice to Pathfinder, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on Pathfinder, including sourcing substitute providers of services from the market, in order to meet Pathfinder's required completion dates. Contractor has an ongoing duty to keep Pathfinder apprised of the situation until resolved.

18. Termination for Convenience: Pathfinder International reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, the Independent Contractor shall immediately stop all work hereunder. Subject to the terms of this

Agreement, the Independent Contractor shall be paid for services rendered up to the time of termination.

19. Termination for Cause: Pathfinder International may terminate the Agreement or any part thereof, for cause in the event of any default by the Independent Contractor, or if the Independent Contractor fails to comply with any term or condition of the Agreement, or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of funding or the prime award for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Independent Contractor for any amount for services not accepted, and Independent Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Agreement or by law. If it is determined that Pathfinder improperly terminated the Agreement for default, such termination shall be deemed a termination for convenience.

20. Claims and Disputes.

20.1 In the event of any dispute between Contractor and Pathfinder, a claim by the Contractor must be made in writing and submitted to Pathfinder's Director of Grants and Contracts, who shall render a decision within thirty (30) days of receipt of the Contractor's claim.

20.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, that cannot be resolved within a reasonable time following good faith attempts by the Parties shall be finally settled in accordance with the regulations of the American Arbitration Association (AAA). Proceeding shall be conducted in the state of Massachusetts, USA, unless another venue is mutually agreed upon in writing. Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add to, modify, change, or disregard any lawful terms of this Agreement. The Parties expressly agree that the arbitrators shall have no power to consider or award punitive or exemplary damages, or any other multiple or enhanced damages, whether statutory or common law. This agreement to arbitrate shall be binding upon the heirs, successors, assigns, and any trustee, receiver, or executor of each Party. Unless otherwise ordered by the arbitrator, each party shall bear its own costs and fees, including attorneys' fees and expenses. The Contractor shall proceed diligently with performance of this Agreement pending final resolution of any claim.

21. Contractor Warranties, Representations, and Certifications.

21.1 The violation of any of the following warranties, representations, or certifications shall represent a material breach and be grounds for termination for cause.

21.2 Warranties for Supplies/Services. Contractor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function or service for which they were intended. Contractor agrees to pass on all manufacturers' warranties to Pathfinder. Contractor agrees to deliver/provide the products/services which are the subject-matter of this Agreement to Pathfinder free and clear of all liens, claims, and encumbrances. Contractor represents and warrants to Pathfinder that: (i) it has not entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to Pathfinder; or (b) performing any other obligation under this Agreement; and (ii) it will not knowingly incorporate confidential information of any person or entity not a party to this Agreement into any materials furnished to Pathfinder without prior written notice to Pathfinder.

21.3 Representations. Contractor represents and : (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of Pathfinder in return for or in connection with the award of this Agreement; (ii) the Contractor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Agreement or any other person, which behavior could have had the effect of lessening competition for the award of this Agreement or of raising the price of the Deliverables or the Services procured; (iii) no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement; and (iv) all statements of material fact contained in any proposal, response, certification, or questionnaire submitted by Contractor or any of its representatives in connection with the solicitation, award or negotiation of this Agreement were true and complete when made.

21.4 Certifications. Contractor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department or agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as “specially designated nationals” by the Office of Foreign Assets Control of the U.S. Department of Treasury; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Contractor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Contractor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: www.sam.gov, <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>, and <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>; and (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Contractor may not charge under this Agreement any item which has its source in, or is purchased from a supplier which has its nationality in, any restricted countries or prohibited sources, as designated in <http://www.usaid.gov/ads/policy/300/310mac>; and (viii) Contractor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement.

22. Notifications. All inquiries and invoices must be submitted to Pathfinder listed below:

Pathfinder International (shukhijibon18@gmail.com)

23. Waiver. Failure of Pathfinder to enforce at any time or for any period of time any of the provisions of this Agreement will not constitute a waiver of such provisions or of the right of Pathfinder to enforce each and every provision.

24. Expense Report. No travel is expected to perform the SOW and completing the deliverables.

25. Modification. The scope of work and other terms and conditions contained in this Agreement shall not be added to, modified, superseded or otherwise changed except by written modification.

26. Entire Agreement. This Agreement supersedes all prior oral or written agreements, if any, between the parties concerning the work under this Agreement and constitutes the entire agreement between the parties with respect to the work to be performed under this Agreement.

Part B. U.S. GOVERNMENT TERMS AND CONDITIONS

This Agreement is financed with U.S. Government (“USG”) funds. Accordingly, the following U.S. Government Terms and Conditions are incorporated by reference into this Agreement, and apply to this Agreement as described below with the same force and effect as if they were set forth in full text. This Agreement is only between Independent Contractor and Pathfinder and shall not be construed in any way to create a direct relationship between Independent Contractor and the U.S. Government.

FUNDING FOR THIS AGREEMENT IS UNDER A USAID ASSISTANCE INSTRUMENT

1. Independent Contractor is not eligible for medical evacuation insurance coverage [SELECT ONE: and/or] overseas workers’ compensation through the Defense Base Act.
2. Equal Employment Opportunity. The clause at 41 CFR 60-1.4(b) (<http://www.ecfr.gov/cgi-bin/text-idx?SID=945ef8753433ba2d4e41318b0f21ba66&mc=true&node=20150911y1.15>) is incorporated herein by reference.
3. Davis-Bacon Act, As Amended. The Independent Contractor must comply with the Davis-Bacon Act in 40 U.S.C. 3141-3148 (<http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle2/partA/chapter31/subchapter4&edition=prelim>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction” (<http://www.ecfr.gov/cgi-bin/text-idx?SID=c961274a08c1423164e297c9d95b4e02&node=pt29.1.5&rgn=div5>).
4. Copeland Anti-Kickback Act. The Independent Contractor must comply with the Copeland Anti-Kickback Act in 40 U.S.C. 3145 (<http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle2/partA/chapter31/subchapter4&edition=prelim>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=29:1.1.1.1.4>).
5. Contract Work Hours and Safety Standards Act. The Independent Contractor must comply with the Contract Work Hours and Safety Standards Act in 40 U.S.C. 3701-3708 (<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleII-partA-chap37.pdf>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction” (<http://www.ecfr.gov/cgi-bin/text-idx?SID=c961274a08c1423164e297c9d95b4e02&node=pt29.1.5&rgn=div5>).
6. Clean Air Act and the Federal Water Pollution Control Act, as Amended. The Independent Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act in 42 U.S.C. 7401-7671q (<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/html/USCODE->

[2010-title42-chap85.htm](#)) and the Federal Water Pollution Control Act, as amended, in 33 U.S.C. 1251-1387 (<http://www.gpo.gov/fdsys/granule/USCODE-2011-title33/USCODE-2011-title33-chap26-subchapI-sec1251/content-detail.html>).

7. Byrd Anti-Lobbying Amendment. As required by 31 U.S.C. 1352 (<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title31/pdf/USCODE-2010-title31-subtitleII-chap13-subchapIII-sec1352.pdf>), by signature on the Cover Page of this Agreement, Independent Contractor certifies that it will not and has not used U.S. Government appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any U.S. Government agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Agreement.
8. USAID Standard Provisions. The following USAID standard provisions for U.S. NGOs flow-down and apply to this Agreement. The full text of the USAID standard provisions listed herein may be found at <http://www.usaid.gov/ads/policy/300/303maa>. References to “USAID,” “Government,” “U.S. Government,” “Agreement Officer (AO),” “Agreement Officer’s Representative (AOR),” etc., mean Pathfinder International USA, Inc. References to “Recipient,” “Awardee,” “Sub-Recipient,” “Sub-Awardee,” “Contractor,” etc., mean the Contractor.

| No. | Title | Effective Date |
|-----|--|----------------|
| M1 | Applicability of 2 CFR 200 and 2 CFR 700 | December 2014 |
| M2 | Ineligible countries | May 1986 |
| M3 | Nondiscrimination | June 2012 |
| M4 | Amendment of award | June 2012 |
| M5 | Notices | June 2012 |
| M6 | Subawards and contracts | December 2014 |
| M7 | OMB approval under the paperwork reduction act | December 2014 |
| M8 | USAID eligibility rules for goods and services | June 2012 |
| M9 | Debarment, suspension, and other responsibility matters | June 2012 |
| M10 | Drug-free workplace | June 2012 |
| M11 | Equal participation by faith-based organizations | June 2016 |
| M12 | Preventing terrorist financing – Implementation of Executive Order 13224 | August 2013 |
| M13 | Marking and public communications under USAID-funded assistance | December 2014 |
| M14 | Regulations governing employees | August 1992 |
| M15 | Conversion of United States dollars to local currency | November 1985 |
| M16 | Use of pouch facilities | August 1992 |
| M17 | Travel and international air transportation | December 2014 |
| M18 | Ocean shipment of goods | June 2012 |

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| M19 | Voluntary population planning activities – mandatory requirements | May 2006 |
| M20 | Trafficking in persons | April 2016 |
| M21 | Submissions to the Development Experience clearinghouse and publications | June 2012 |
| M22 | Limiting construction activities | August 2013 |
| M23 | USAID Implementing Partner Notices (IPN) portal for assistance | July 2014 |
| M24 | Pilot program for enhancement of grantee employee whistleblower protections | September 2014 |
| M25 | Submission of datasets to the Development Data Library (DDL) | October 2014 |
| M26 | Prohibition on requiring certain internal confidentiality agreements or statements | May 2017 |
| M27 | Child safeguarding | June 2015 |
| M28 | Mandatory disclosures | July 2015 |
| M29 | Nondiscrimination against beneficiaries | November 2016 |
| RAA1 | Negotiated indirect cost rates – predetermined | December 2014 |
| RAA2 | Negotiated indirect cost rates – provisional (nonprofit) | December 2014 |
| RAA3 | Negotiated indirect cost rate – provisional (profit) | December 2014 |
| RAA4 | Exchange visitors and participant training | June 2012 |
| RAA5 | Voluntary population planning activities – supplemental requirements | January 2009 |
| RAA6 | Protection of the individual as a research subject | April 1998 |
| RAA7 | Care of laboratory animals | March 2004 |
| RAA8 | Title to and care of property (cooperating country title) | November 1985 |
| RAA9 | Cost sharing (matching) | February 2012 |
| RAA10 | Prohibition of assistance to drug traffickers | June 1999 |
| RAA11 | Investment promotion | November 2003 |
| RAA12 | Reporting host government taxes | December 2014 |
| RAA13 | Foreign government delegations to international conferences | June 2012 |
| RAA14 | Conscience clause implementation (assistance) | February 2012 |
| RAA15 | Condoms (assistance) | September 2014 |
| RAA16 | Prohibition on the promotion or advocacy of the legalization or practice of prostitution or sex trafficking (assistance) | September 2014 |
| RAA17 | USAID disability policy (assistance) | December 2004 |
| RAA18 | Standards for accessibility for the disabled in USAID assistance awards involving construction | September 2004 |

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| RAA19 | Statement for implementers of anti-trafficking activities on lack of support for prostitution | June 2012 |
| RAA20 | Eligibility of subrecipients of anti-trafficking funds | June 2012 |
| RAA21 | Prohibition on the use of anti-trafficking funds to promote, support, or advocate for the legalization or practice of prostitution | June 2012 |
| RAA22 | Universal identifier and system of award management | July 2015 |
| RAA23 | Reporting subawards and executive compensation | December 2014 |
| RAA24 | Patent reporting procedures | December 2014 |
| RAA25 | Access to USAID facilities and USAID' information systems | August 2013 |
| RAA26 | Contract provision for insurance under recipient procurements | December 2014 |
| RAA27 | Award term and condition | April 2016 |
| RAA28 | Protecting life in global health assistance | May 2017 |

| THESE CLAUSES APPLY TO ALL CONTRACTS- This section must match the prime contract with the USG donor. Edit as needed to match. No need to write out each FAR/AIDAR, incorporation by reference is sufficient. | | | |
|---|-----------------|---|-----------------|
| CLAUSE TITLE | FAR CITE | CLAUSE TITLE | FAR CITE |
| Definitions | 52.202-1 | Patent Rights – Acquisition by the Government | 52.227-13 |
| Restriction on Subcontractor Sales to the Government | 52.203-6 | Rights in Data – Special Works | 52.227-17 |
| Taxpayer Identification | 52.204-3 | Restrictions on Severance Payments to Foreign Nationals | 52.237-8 |
| Data Universal Numbering System (DUNS) | 52.204-6 | Stop Work Order, Alternate I | 52.242-15 |
| Annual Representations & Certifications | 52.204-8 | Government Delay of Work | 52.242-17 |
| Material Requirements | 52.211-5 | Changes-Fixed Price | 52.243-1 |
| Liquidated Damages (1% of Contract Value/Day) | 52.211-11 | Subcontracts | 52.244-2 |
| Terms and Conditions – Simplified Acquisition (Other Than Commercial Items) | 52.213-4 | Contractor Liability for Personal Injury and/or Property Damage | 52.247-21 |
| Order of Precedence | 52.215-8 | Contract Not Affected By Oral Agreement | 52.247-27 |
| Convict Labor | 52.222-3 | Preference for U.S.-Flag Air Carriers | 52.247-63 |
| Child Labor- Cooperation With Authorities and Remedies | 52.222-19 | Preference for Privately Owned U.S.-Flag Commercial Vessels | 52.247-64 |
| Combatting Trafficking in Persons | 52.222.50 | Termination For Convenience | 52.249-2 |
| Privacy Act Notification | 52.224-1 | | |
| Restrictions on Certain Foreign Purchases | 52.225-13 | | |
| THESE CLAUSES APPLY TO CONTRACTS THAT EXCEED \$10,000 | | | |
| CLAUSE TITLE | FAR CITE | CLAUSE TITLE | FAR CITE |
| Protecting Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment | 52.209-6 | Equal Opportunity for Veterans | 52.222-35 |
| Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 | 52.222-20 | Affirmative Action for Workers With Disabilities | 52.222-36 |
| Prohibition of Segregated Facilities | 52.222-21 | Employment Reports on Veterans | 52.222-37 |
| Affirmative Action Compliance | 52.222-25 | Inspection of Supplies – Fixed Price | 52.246-2 |
| Equal Opportunity | 52.222-26 | | |
| THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES | | | |
| CLAUSE TITLE | FAR CITE | CLAUSE TITLE | FAR CITE |
| Service Contract Act | 52.222-41 | Changes – Time & Materials/Labor Hours | 52.243-3 |
| HBCU and Minority Institution Representations | 52.226-2 | Inspection of Services – Fixed Price | 52.246-4 |
| Changes – Fixed Price Services, Alternate II | 52.243-1 | Inspection – Time & Materials/Labor Hours | 52.246-6 |
| THESE FAR CLAUSES APPLY TO CONTRACTS THAT EXCEED \$100,000 | | | |
| CLAUSE TITLE | FAR CITE | CLAUSE TITLE | FAR CITE |
| Certificate of Independent Price Determination | 52.203-2 | Payment for Overtime Premiums | 52.222-2 |
| Gratuities | 52.203-3 | Drug-Free Workplace | 52.223-6 |
| Anti-Kickback Procedures | 52.203-7 | Acquisition of EPEAT Registered Imaging Equipment | 52.223-13 |
| Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities | 52.203-8 | Acquisition of EPEAT Televisions | 52.223-14 |
| Price or Fee Adjustment for Illegal or Improper Activity | 52.203-10 | Authorization and Consent | 52.227-1 |
| Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions | 52.203-11 | Notice and Assistance Regarding Patent & Copyright Infringement | 52.227-2 |
| Limitation on Payments to Influence Certain Federal Transactions | 52.203-12 | Federal, State, and Local Taxes | 52.229-3 |
| Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | 52.204-4 | Taxes – Foreign Fixed-Price Contracts | 52.229-6 |
| Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters | 52.209-5 | Taxes-Foreign Cost –Reimbursement Contracts | 52.229-8 |
| Responsibility Matters | 52.209-7 | Interest | 52.232-17 |
| Updates of Information Regarding Responsibility Matters | 52.209-9 | Stop-Work Order | 52.242-15 |
| Audit and Records – Negotiation | 52.215-2 | Competition in Subcontracting | 52.244-5 |
| Integrity of Unit Prices | 52.215-14 | Contractor Inspection Requirements | 52.246-1 |
| Price Re-determination – Retroactive | 52.216-6 | Limitation of Liability | 52.246-23 |
| | | Limitation of Liability – Services | 52.246-25 |
| | | Termination of Convenience for the Government (Fixed Price-SF) | 52.249-1 |
| | | Default (Fixed-Price Supply and Service) | 52.249-8 |
| THESE CLAUSES APPLY TO USAID CONTRACTS | | | |

| CLAUSE TITLE | AIDAR CITE | CLAUSE TITLE | AIDAR CITE |
|--|-------------------|--|-------------------|
| Organizational Conflicts of Interest After Award | 752.209-71 | Marking | 752.7009 |
| Language and Measurement | 752.211-70 | <i>RESERVED</i> | 752.7016 |
| Source, Origin and Nationality | 752.225-70 | Health and Accident Insurance for AID Participant Trainees | 752.7018 |
| Local Procurement | 752.225-71 | Conflicts Between Contract and Catalog | 752.7022 |
| Insurance – Liability to Third Persons | 752.228-07 | Required Visa Form for AID Participants | 752.7023 |
| Salary Supplements for Host Government Employees | 752.231-71 | Approvals | 752.7025 |
| Government Property – USAID Reporting Requirements | 752.245-70 | Acknowledgement and Disclaimer | 752.7034 |
| Title To and Care of Property | 752.245-71 | Public Notices | 752.7035 |

Annex 1

Scope of Work (SOW)

A. Background and purpose

Accelerating Universal Access to Family Planning (AUAFP) contributes to the health and wellbeing of Bangladeshis. The project supports producing and deploying skilled, responsive, and respectful FP providers; strengthens the delivery of quality FP services, especially for adolescents and youth, and postpartum women; and works with communities to transform norms around the use of family planning information and services. With a mandate to support the GOB to reach its FP objectives, Shukhi Jibon works closely with its MOHFW counterparts. Shukhi Jibon contributes to USAID Bangladesh's Country Development Cooperation Strategy (CDCS), specifically Strategic Objective 3: Health Status Improved. The goal of Shukhi Jibon is to contribute to the improved health and human capital in Bangladesh. The project deploys adaptive, needs-driven technical assistance (TA) and systems strengthening at the national, divisional, and district levels. Shukhi Jibon is working in both urban and rural areas of Chattogram, Dhaka, Mymensingh, and Sylhet Division.

One of the core goals of Shukhi Jibon is to expand the use of age-appropriate communication technology to deliver FP and SRH services. In line of this Shukhi Jibon is working with its government counterpart to identify, test, and mainstream FP and SRH services through various digital channel along with social media and messenger services popular within the 10-24 years of age with a particular focus on the adolescents.

B. Description of Assignment:

Purpose:

To establish and secure supports on social media platforms to promote and advocate key messages on FP and SRH for the adolescent and youth (10-24 years of age).

Objectives:

The overarching objectives of the services are to produce, implement, manage, monitor, and report the planned online campaigns. The campaign will specifically focus on activities on social media platforms (i.e. Facebook, Tiktok, Likee) and messenger services (i.e. IMO, WhatsApp) and on key media channels for:

- a. Delivery of Age specific SRH and FP information
- b. Information on services (delivered online and through facility) to get SRH and FP related counselling
- c. Increase user engagement with the pages and the services with various strategies including live stream

- d. Create positive attitude for Adolescent SRH and FP and gain support from netizen, influencers, social media activists, journalists etc.
- e. Conversion to digital counselling services and educational resources

Overall scope of work: In close consultation and agreement with “Shukhi Jibon” technical team, the service provider will propose a plan for 120 days (period of performance) keeping in mind the purpose and objectives of this RFQ which will include the following:

1. Develop a media plan (with content planning and scheduling for Social Media platforms)
2. Produce engaging contextual (i.e. age, marital status, geographic location etc.) communications materials including character design, text, infographics, doodle, animation, multimedia clips, short video clips for social media platform.
3. Conduct promotional activities on social media platforms and messenger services to successfully reach its target audiences
4. Integrate chatbot functionalities for web and messenger services
5. Setup CRM and Manage customer queries by trained personnel (information officers/counselors) trained in Adolescent SRH and FP services in an engaging and efficient manner
6. Report the activities showing areas for development and achievements from the campaign.

C. Deliverables & Tentative Timeline:

| SN | Activities | Deliverable | Indicative date (suggested, including holidays) |
|----|--|---------------------|---|
| 1. | Understand the requirement and share a social media plan in consultation with Technical Team including the plan to reach target audience, planned activities with tentative timeline, and monitoring and evaluation plan | Share plan | 5 days within the agreement |
| | Prepare social media/messenger services | Functional channels | 8 days within the agreement |
| 2. | Prepare creatives according to social media plan | Share creatives | According to social media plan |
| | Run campaign according to the social media plan | Bi-weekly report | According to social media plan |

| | | | |
|--|--|------------------|----------------------------------|
| | Management of online & social media platforms including management of queries | | Weekly from starting of campaign |
| | Monitor and report the activities including (but not exclusive) action to ensure the audience reach as planned. During the campaigns, the result of the audience reaches and audience engagement during and after each campaign. | Bi-weekly report | Weekly from starting of campaign |

Technical Proposal should response to the requirements outlined in the service requirements / TORs and should Include:

- Brief description of the firm and the firm’s qualifications
- Provide portfolio of the previous work in producing creatives and managing campaign for social media with results of the campaign (i.e. With reach, age groups and geo-targeting before and after campaign)
- Team Structure and dynamics: The composition of the team (both for Individuals and for organizations) for the assignment including roles and responsibilities.
- Details of Proposed Approach, Methodology, Timing and Outputs (Including your suggestions for any alternative methods/channels or approach)

D. Personal/organizational Competencies

- Proven track record in planning, operationalizing, and managing such activities
- Demonstrable records to deliver within timeline and budget
- Experience in working with adolescent and youth for similar services will be given preferences
- Experience in working with donor driven development project or government will be given preferences
- Experience (with demonstrable evidences) of working/thinking/introducing out-of-box solutions/designs
- Background/Experiences of working with video (promo/drama type and documentation type, cartoon and character development, infographics and text heavy designs, youth/teen friendly design)

E. Payment schedule

| Deliverables | % of Payment |
|---|--------------|
| <ul style="list-style-type: none">▪ Understand the requirement and share a social media plan in consultation with Technical Team including the plan to reach target audience, planned activities with tentative timeline, and monitoring and evaluation plan▪ Prepare social media/messenger services▪ Prepare creatives according to social media plan▪ Run campaign according to the social media plan▪ Management of online & social media platforms including management of queries | 50% |
| <ul style="list-style-type: none">▪ Completion of the plan and follow up plan .▪ Monitor and report the activities including (but not exclusive) action to ensure the audience reach as planned. During the campaigns, the result of the audience reaches and audience engagement during and after each campaign | 50% |

Part D. Invoice Format

Contractor Invoice

Agreement Type: Time & Materials Fixed-Price

Contractor Name _____
 Agreement No. _____
 Invoice No. _____
 PO # _____
 Agreement Ceiling _____

Telephone _____
 Email _____
 Bank Name _____
 Account No. _____
 Routing No. _____

| Description | Total LOE (days) | Unit Price (BDT) | Total Amount (BDT) |
|--------------|------------------|------------------|--------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total Amount | | | |

Contractor Certification

By signature below, Contractor certifies that it has completed and submitted the milestone(s)/deliverable(s) specified above and that such milestone(s)/deliverable(s) conform to the requirements of the above-numbered Agreement.

Signature _____ Title _____
 Name _____ Date _____

Notes:

1. U.S. Citizens, Residents or those holding Permanent Residence Status are required to attach an IRS Form W-9 to the first invoice submitted.
2. An electronic format of this template will be provided.
3. For a time and materials agreement, Contractor is required to attach to this invoice a certified time record to support labor charges billed and receipts or other documentation to support the amount of other direct reimbursable costs being claimed.
4. Failure to provide the required invoice information above will be cause for the invoice to be returned to the Contractor for correction, which may cause delay in payment.

Part E: Bank Account Information

Pathfinder International

Consultant/Vendor / Staff Bank Information Form

| | | |
|------------------------------------|---|--|
| Bank Name | : | |
| Bank Branch Name | : | |
| Bank Account Name/Title of Account | : | |
| Bank Account Number | : | |
| Type of Bank Account | : | |
| Bank Branch Routing Number | : | |
| Email ID for sending bank advice | : | |

(Please use your organizational letter head pad)

Submitted by:

Signature :

Name :

Designation :

Address :

Seal :

Date :

Part F: Past Performance References

Past Performance References list:

| Reference # | Organization Name, Address, contact person name, number and email address |
|---------------|---|
| Reference # 1 | |
| Reference # 2 | |
| Reference # 3 | |