



Request for Quotes (RFQ)
Family Planning Manual Printing and Distribution

Issued on : 24-Apr-2021
Solicitation Number : PIBD-DHK-RFQ-FY21-36
For : Family Planning Manual Printing and Distribution
Period of Performance : 60 Days following the issuance of the contract.
Questions/Queries timeline : April 30, 2021 at 4:00 PM (Dhaka time)
Submission Deadline : May 08, 2021 at 4:00 PM (Dhaka time)

Background

Pathfinder International is working in collaboration with Ministry of Health and Family Welfare (MOHFW) to build the responsiveness of the health care system and improve the health and human capital of Bangladeshis by increasing the use of family planning (FP) services through universal health coverage through the USAID Accelerating Universal Access to Family Planning (AUAFP)/Shukhi Jibon project. 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.

Pathfinder International currently seeks a vendor to procure Family Planning Manual Printing and Distribution.

Scope of Work

S.L	Description & Specification	Quantity	Remarks
1	Family Planning Manual Printing: Inner: Paper: 100 gsm matt paper Size: 8.5'' X11.00''(A4) Total page: 417 page-both side (209 Leaves) Color: 4 color Printing Cover: (As per Sample) Paper: 350 gsm, Glossy paper Print: 4 color print Lamination: Glossy Lamination	6000 Books	

	<p>Designing: Require design and approval of the Front and Back page.</p> <p>Binding: Juice and Auto Glue binding</p> <p>Note: Text, Graphics and Cover Design (As per Annex-1)</p>		
2	Distribution to the facilities, see the distribution lists.		

Note:

- Offer must be proposed price following the template provided in Annex-3.
- Delivery costs must include including following the template in Annex-3. Pathfinder may decide other mode of delivery.
- Terms and condition: No advance will be paid. Payment will be made after complete and full delivery. Vendor must submit delivery proof with invoices. VAT and Tax rates shall follow Govt. rules. VAT amount will be paid through USAID VAT Coupon and TAX will be deducted as per Govt. rules
- Please mention the timeline to deliver of the -product;

Completion of the work:

60 days after signing the Purchase Order

Deliverables:

Annex-1 (Soft Copy of the Manual)

Manual will be provided at the time of issuance of the purchase order.

Delivery location:

Please see the Annex-2

Point of contact and mobile no. will be provided at the time of issuance of the purchase order.

Quote Guidelines and Instructions:

Please submit all quotes on company letterhead, using the Microsoft Excel Template provided in Annex 3. Proposed timeline must be provided separately. All delivery must be made within the contract period mentioned in this RFQ. All quotes must be valid for a minimum of forty-five (45) days.

Offer submission in response to this RFQ must be received by Pathfinder no later than the date and time mentioned above. The interested contractor must submit soft copies by due the due date:

- 1) Submit soft copy of the cost proposal along with all required documents to shukhijibon18@gmail.com;
- 2) The email submitting the soft copies must mention "PIBD-DHK-RFQ-FY21-36".
- 3) Any other communications including submitting any questions/queries must reference "PIBD-DHK-RFQ-FY21-36" in the subject line.

For any questions/queries, please email to shukhijibon18@gmail.com on or before the date and time mentioned in the RFQ. The subject must mention “-”. PIBD-DHK-RFQ-FY21-36

Required documents:

- Copy of Valid Trade License/Company Registration Certificate
- Copy of VAT Registration Certificate and BIN
- Copy of e-TIN certificate
- Disclosure on Conflicts of Interest, if any

Cost Proposal (100 Points)

Offerors should submit include any other costs in the Financial Proposal to perform the SOW. All financial proposal should be submitted in BDT.

All costs related to the performance of the Scope of Work and provider deliverables must be included in the financial proposal. All costs must be allowable and reasonable to performance of the Scope of Work. The financial proposal must include all delivery 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

Pathfinder will review and evaluate quotes submitted by the deadline. Before final selection Pathfinder will reach out to the potential Vendor requesting sample print. Pathfinder may choose more than one vendor for this assignment.

In evaluating the Quotations, Pathfinder International will seek the best value for money. Any quotations 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 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"> • Was the bid submitted on time? • Is the potential bidder eligible? Did they clear the CSI check? • Legal documents - Copy of Valid Trade License/Company Registration Certificate; Copy of VAT Registration Certificate and BIN; Copy of e-TIN certificate. • Is there a potential conflict of interest? 	<p>Pass/Fail (if failed, Pathfinder will not evaluate the proposal)</p>
<p>Cost Proposal (Price using Annex 3, Timeline, Three References)</p>	<p>100 POINTS</p>

Pathfinder International retains the right to contact anyone mentioned in the bidder's profiles/documents for references and may not be limited to only the three references provided as required above.

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 RFQ, Pathfinder will issue such a modification as a written RFQ amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFQ 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 quotation and reserves the right to accept any quotation in whole or in part and to reject any or all quotations.

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

Payment Terms

We anticipate entering a fixed price contract with the selected vendor. Payment will be made within 30 days after completion of all deliveries and after receiving corrected invoices along with receipts and acknowledgement of delivery receipts. Tax will be deducted and paid following Bangladesh Government rules and regulations and applicable VAT will be paid through USAID VAT coupons issued by Government of Bangladesh.

Quotes Deadline

Please submit the soft copy via email shukhijibon18@gmail.com with cc to rakter@shukhijibon.org

Inquiries

If you have any questions/inquiries, please email shukhijibon18@gmail.com with cc to rakter@shukhijibon.org on or before date mentioned on the front page of this RFQ. All communications shall be made in writing. Verbal communications are not binding on any parties.

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 related materials or delivery.

The resulting Purchase Order is subject to the Terms and Conditions in Annex A.

Thank you,

Senior Country Director
Pathfinder International

Annex A : General Terms and Conditions

TERMS OF PURCHASE

ACCEPTANCE OF ORDERS. This purchase order ("Order" or "Contract") is an offer by Pathfinder International ("PI") to purchase the "goods" and/or "services" (collectively, other provisions specifically incorporated by reference in writing on this Order). Acceptance of this Order is expressly limited to its exact terms and acknowledgement form and return thereof to PI, by Contractor's return to PI of any other definite and reasonable expression of acceptance, or by attempted part or full performance. PI objects, and refuses to assent, to the inclusion of any different, conflicting or additional terms proposed by Contractor in acknowledging or accepting the order. Acceptance by PI of the Items will not constitute acceptance of any terms proposed by Contractor

INVOICE REQUIREMENTS: Contractor shall submit an invoice prior to payment for goods or services. Each invoice shall be numbered and shall include: (a) the Contractor's name and address, dates of performance and amount of payment requested; (b) a reference by number to this purchase order; and (c) a description of the items for which payment or reimbursement is sought. Upon acceptance of the deliverables by PI, PI shall make payment to the Contractor either in local currency purchased by PI at prevailing market rates, or by wire transfer of US Dollars to a local bank account held in the name of Contractor. PI shall not be liable for fluctuations in exchange rates after such purchase of local currency or wire transfer of funds.

RELATIONSHIP: It is understood and agreed that Contractor is furnishing services to PI as an independent contractor, and nothing contained in the Contract between PI and Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.

CONFIDENTIAL INFORMATION: Each party shall treat as confidential all information obtained from the other during the course of performance under the Contract, unless such information is in the public domain. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law.

ASSIGNMENT: Neither party may assign its rights or responsibilities under this contract without the prior written consent of the other, except that PI may assign its rights under the Contract if required to do so by law or as collateral for a bank loan or other financing.

COMPLIANCE WITH LAWS: Each party shall comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the work to be performed under the Contract.

INDEMNIFICATION:

a. Contractor represents and warrants that no use or sale of any goods, alone or in any combination recommended or specified by Contractor, and no service performed by Contractor, its agents, employees or representatives, will infringe any United States or foreign patent invention, design, copyright or trademark ("property right"). Contractor agrees to indemnify and hold PI, its officers, agents, employees and vendees (mediate and immediate) harmless from any and all loss, expense (including attorney's fees), damage, liability, claims or demands and all judgments and decrees resulting from any actual or alleged infringement or contributory infringement or any property right arising from the use, lease, sale or other transfer of any such goods or from any such services performed hereunder. Contractor will at its sole expense, upon the written request of PI, defend or assist in the defense of any action which may be brought against PI or anyone using, leasing, selling or otherwise transferring any of PI's products incorporating any such Item by reason of any such actual or alleged infringement or contributory infringement; and PI will have the right to select counsel and actively participate in any such action.

b. Contractor will indemnify and hold PI and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by PI and/or its customers (whether or not the Order is cancelled) caused by or arising out of Contractor's breach of any term of this Order including, without limitation, the timely performance thereof.

c. If Contractor's agents, employees or representatives enter premises owned, leased, occupied by or under the control of PI or any of PI's customers or suppliers or if PI's agents, employees or representatives enter upon premises occupied by or under the control of Contractor or any of Contractor's customers or suppliers in the course of performance, Contractor will indemnify and hold PI harmless from and against any and all loss, claim, damages, injury (including death), liability, cost, expense (including attorneys' fees) and any causes of action whatsoever arising out of or in connection with any act or omission of Contractor, its officers, employees and agents. Contractor will maintain public liability, property damage and employee's liability and compensation insurance in reasonable amounts and kinds of sufficient to protect PI from any of said risks and from any claims under any applicable worker's compensation or occupational duties acts. Contractor will provide PI with proper evidence of such insurance upon request.

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

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

INSPECTION/ACCEPTANCE: Prior to acceptance, all Items will be subject to inspection and tests by PI at the place of manufacture and/or such other place selected by PI. Payment for Items delivered will not constitute acceptance thereof. Any acceptance resulting from initial inspection performed at PI's facility on receipt of Items will be considered conditional; PI has the right to return to Contractor, at Contractor's expense, Items which subsequently develop defects due to latent causes during inspection, installation and tests of the end product.

EXECUTIVE ORDER ON TERRORISM FINANCE: The Contractor is reminded that U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with such laws. The Treasury Department's list of Specially Designated Nationals appears at www.treas.gov/offices/enforcement/ofac/sdn/.

Termination for Convenience. Pathfinder International reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination.

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

WAIVER. Failure of PI to enforce at any time or for any period of time any of the provisions of this contract will not constitute a waiver of such provisions or of the right of PI to enforce each and every provision.

DEFAULT:

a. If any Items are defective or non-conforming or in case of breach of warranty, PI has the right, in whole or in part, in its sole discretion, to (i) return at Contractor's expense (including unpacking, examining, repacking and reshipment charges), for repair, replacement, credit or refund (at PI's sole discretion), all or any part of the order, (ii) cancel or hold all or part of any unfilled balance(s) due, or (iii) inspect or take corrective measures (or both) with the resulting charge as to be borne by Contractor. If PI requests, Contractor will be present for testing, installing, modifying and adjusting the Items.

b. In addition, if PI cancels the Order, in whole or in part, due to Contractor's breach, or if Contractor fails to make progress or to prosecute the work as to endanger performance of the Order, PI will have all the remedies and damages to which it may be entitled at law and in equity, including, without limitation, incidental and consequential damages. In all events, Contractor will continue to perform the Order to the extent not cancelled under the provisions of this paragraph. In addition to, and not in limitation of, any other rights of PI hereunder, upon any cancellation, rightful rejection or justifiable revocation of acceptance of Items, PI will not be liable for cancellation or termination changes and PI will have a security interest in any Items in its possession or control for any payment made on account of the price hereunder and any expenses reasonably incurred in its inspection, receipt, transportation, care and custody. In the event of any such termination or cancellation, PI may require Contractor to sell, transfer title and deliver to PI any or all completed or partially completed goods and provide PI, at PI's expense, reasonable technical assistance in establishing an alternate source for Items that have been so cancelled.

c. PI may cancel the order, in whole or in part (i) upon the filing of any petition in bankruptcy against Contractor, (ii) if Contractor is Order or adjudged bankrupt, becomes insolvent or goes into liquidation, or generally fails to pay debts as they become due, (iii) upon appointment of a receiver or custodian of all or a substantial part of Contractor's assets, (iv) upon admission of Contractor to the benefit of any procedure for the settlement of its debts, (v) upon seizure of all or a substantial part of Contractor's assets by any judicial or governmental procedure, or (vi) at any time such cancellation is required by competent decree, Order, law or regulation of the government of the United States or of any foreign country having competent jurisdiction over the parties and subject matter hereof, or by any respective political subdivision thereof so having competent jurisdiction.

d. Those portions of this contract which by their terms have application after termination will survive the termination of this contract.

WARRANTY:

a. Contractor warrants that all Items fully and strictly conform to the specifications, drawings, samples or other descriptions furnished or adopted by PI; that they are of good material and workmanship and free from defects, including latent defects; that they are new and unused; that they are of merchantable quality; that, if Contractor is or reasonably should be aware of the use for which PI intends to use Items, they are fit for such particular purpose and that they will be free of all liens and encumbrances. Contractor warrants that it is conveying good title to all goods. If Contractor is responsible for design, Contractor warrants that such Items are free from defects in design and are fit and sufficient for the purposes intended by PI. Approval by PI of designs furnished by Contractor will not relieve Contractor of its obligation under this warranty. Inspection, testing or use of Items will not affect this warranty.

b. Contractor's warranty will be effective for the period of time set forth on the face of the Order. If no such period of time is so set forth, this warranty will be effective for the period of one (1) year after date of acceptance of such Items. Contractor will bear all expenses in connection with returning goods to Contractor for breach of warranty, including, without limitation, expenses and penalties incurred by PI in recalling goods which have been delivered to PI's customers and expenses of redelivery, and will bear all risk of loss or damage to goods while in transit. This warranty will run to PI, its successors, assignees, customers, and the users of its products and will not be deemed to be exclusive.

Annex 2: Delivery Location

Annex 3: Price Submission Template (Microsoft Excel Document)