

Request for Quotes (RFQ)

Mama U, Sister U and Anatomical Models procurement

Issued on: 09/02/2021
 Solicitation Number: PIBD-DHK-RFQ-FY21-30
 For: Mama U, Sister U and Anatomical Models procurement
 Quotes Deadline: 23/02/2021 on or before 4 PM Dhaka time.

Background

Pathfinder International currently seeks a vendor for Mama U, Sister U and Anatomical Models procurement:

ITEMS WITH SPECIFICATIONS

S.L	Description & Specification	Quantity	Remarks
1	Mama U: Postpartum uterine models with strap bag, link to product specifications: https://laerdalglobalhealth.com/products/mama-u/	98 Pcs	
2	Sister U: Multiuterus Trainer: with interval uterus models, a table clamp, body strap and carry case; link to product specifications: https://laerdalglobalhealth.com/products/sister-u/	98 Pcs	
03	Anatomical Models (Rita's Arm): The RITA Reproductive Implant Training Arm Model by Gaumard: Soft arm inserts simulates soft arm tissue, Soft foam insert can be rotated 360° allowing multiple insertion exercises, 5 tubular inserts, One extra latex skin, Instruction manual link to product specifications: https://www.gtsimulators.com/RITA-Reproductive-Implant-Training-Arm-p/s519.htm	20 Pcs	
04	Anatomical Models (NSV): NSV - Non-Scalpel Vasectomy Simulator Model Features: Two removable scrotal skin, Two testicles, Two long vas assemblies can be advanced as needed for NSV exercises link to product specifications: https://www.gtsimulators.com/No-Scalpel-Vasectomy-NSV-Model-p/s518.htm	20 Pcs	

05	Anatomical Models (TL/Zoe) : 1 anteverted and one retroverted parous uterus, 1 normal uterus with short fallopian tubes for palpation exercises, Early pregnancy uteri. One is 6-8 weeks and the other is 10-12 weeks, 1 twenty-week pregnant uterus, 5 normal cervixes with patent os, 4 abnormal cervixes, 10 fallopian tubes, Talcum powder, Soft carrying bag link to product specifications: https://www.gaumard.com/s504-100	20 Pcs	

Note:

- The above quantity is an estimate and actual quantity will be determined at the time of placing the orders. Pathfinder International retains to change the quantity and/or order none of the above items without any charge to Pathfinder International.
- Vendor can proposed for all items or partial items
- Please mention the timeline to deliver of the ~~product~~;
- At site (as mentioned below) delivery cost must be proposed with the offer;
- Items if not accepted at the delivery time must be returned or replaces or refunded as required by Pathfinder International.

Completion of the work:

30 days (est.) after signing the Purchase Order

Delivery location:

As per attached annex - 1

(Contact person name, phone number and the quantities to be delivered in each of these delivery site will be included in the Purchase Order).

Quote Guidelines and Instructions:

Please submit all quotes on company letterhead, using the Bid Submission Form in Annex B, C & D. All quotes must be valid for a minimum of thirty (30) days. Please mentioned brand name, item specifications, delivery time, warranty and other terms and condition in your quotation.

Required documents:

- Copy of Valid Trade License/Company Registration Certificate
- Copy of VAT Registration Certificate and BIN
- Copy of e-TIN certificate

Selection Criteria

Pathfinder will review and evaluate quotes submitted by the deadline.

All Required Documents are mandatory in order to be considered for evaluation. Once Pass, then the quotation will be evaluated according to the following criteria:

Criterion	Weight (%)
Required Documents	PASS/FAIL
Price	100
Total Weight	100

Payment Terms

We anticipate entering into a fixed price contract with the selected vendor. Payment will be made within 30 days after received invoice and receipt of a Goods Receipt Note from end user. Tax and VAT will be paid following Bangladesh Government rules and regulations.

Quotes Deadline

All written responses to the RFQ must be received by Pathfinder no later than 4:00 PM on 23/02/2021

Please submit the soft copy of quote and other information directly to:

Procurement and Grants Officer
 Pathfinder International
 Shezad Palace, 32 Gulshan Avenue North C/A
 5th Floor, Dhaka-1212, Bangladesh

email to: shukhijibon18@gmail.com with cc to mhoque@shukhijibon.org

Inquiries

If you have any questions/inquiries, please email shukhijibon18@gmail.com on or before February 15, 2021. No other communications and/or clarifications will be provided without in writing. Pathfinder International's response to all or any questions will be shared to all potential offerors.

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,

Mohammad Mozammel Hoque
 Procurement and Grants Officer
 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 employees 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.

[Please ensure that the Bid Form is on your organization's letter head]

Annex B: Bid Submission Form Template

BID SUBMISSION FORM – FOR COST QUOTE

<i>Reference</i>	
<i>Issue Date</i>	
<i>Closing Date</i>	

S.L	Description	Quantity/Lot	Unit Price	Total amount
Sub total amount including tax				
VAT amount @%				
Total amount including tax & VAT				

Please mentioned brand name, item specifications, delivery time in your quotation.

This bid is held valid through: _____

<i>Date:</i>	
<i>Company:</i>	
<i>Name & Title:</i>	
<i>Signature:</i>	

Annex C: Bank Account Information
Pathfinder International
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 :

Annex D: Past Performance References

Past Performance References list:

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